City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, September 26, 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 17-411 Approve the Agenda for the Regular City Council meeting of September 26, 2017, as presented or with amendments.

Attachments: 09-26-17.pdf

MINUTES:

II.2(a) 17-373 Approve the Minutes of the Regular City Council meeting on August 8, 2017, as written or with amendments.

Attachments: 08-08-17 Minutes.pdf

8-08-17 City of Cocoa Public Works Department- Strategic Plan (August 2 2017

II.2(b) 17-394 Approve the Minutes of the Budget/CIP Workshop of August 9, 2017, as written or with amendments.

Attachments: 08-09-2017 Minutes.pdf

08-09-2017 EXHIBIT A - Budget Presentation.pdf

III. AWARDS AND PRESENTATIONS:

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

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

III.3 17-417 Proclamation: "National Physician Assistants Week". (Mayor Parrish)

Attachments: National Physicians Assistants Week.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 17-309 To 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. (Utilities Director)

Attachments: CITY OF COCOA SR 520 INDIAN RIVER SUBAQUEOUS PIPELINE PROTEC

USACE SAJ 2017-01030 City of Cocoa - Pipeline Fix +d+s

Resolution - 15% Project Contingency

V.2 17-367 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. (City Manager)

Attachments: Municipal Services Agreement 2018

PAL Benchmarks

V.3 17-381 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. (Administrative Services Director)

Indexes: insurance

Attachments: FY18 Agenda Supporting Documentation.pdf

V.4 17-384 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. (Utilities Director)

Attachments: Resolution Sole Source - Fort Bend
Sole Source List - Additions.pdf
Sole Source List.pdf
chemcials sole source only Exhbit A (3).pdf

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

V.6 17-389 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. (Administrative Services Director)

Attachments: Quotes.pdf
Historical Policy Information.pdf

V.7 17-397 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. (City Manager)

Attachments: Agreement for Traffic Signal Box Wraps (FINAL CLEAN).docx
Artwork License Agreement (Exhibit A).docx
Budget Resolution 2017.docx
BAF-PW-Signal Wraps (9-1-17)~ Agenda 17-397.pdf

V.8 17-420 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. (Assistant City Manager)

Attachments: ASP Order Executed

V.9 17-423 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. (City Attorney)

Attachments: Resolution 2017-_____ Surplus 434 Barbara Jenkins..pdf

VI. PUBLIC HEARINGS:

VI.1 17-288 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. (Community Services Director)

Attachments: Ordinance No. 08-2017 - FLUM W King Street 102.2 acres - Medium Density R
Exhibit A - Legal Description 102.42 acres
LDR to MDR
School Impact Analysis
Legal Ad FLUM 7-11-2017
CTY. COCOA 17-1ESR Approval

VI.2 17-289 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). (Community Services Director)

Attachments: Ordinance No. 09-2017
Exhibit A - Legal Description 102.42 acres
RR-1 to RU-2-15
Legal Ad Rezoning 7-11-2017

VII. COUNCIL BUSINESS:

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

Attachments: 08_23_17 Harrell Reappointment paperwork.pdf
08_28_17 Harrell Consideration Letter.pdf
General Pension Board.pdf

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

Attachments: Ervin Application.pdf
Sharon Ervin Consideration Letter.pdf
Planning and Zoning Roster.pdf

VIII. CITY BUSINESS:

VIII.1 17-378 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. (Administrative Services Director)

Indexes: insurance

Attachments: Budget Resolution FY 2017.docx
BAF-AS-1600 Insurance (8-21-17)~ Agenda 17-378.pdf
INVOICE FMIT#105 6-30-2017.pdf

VIII.2 17-400 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. (City Manager)

Attachments: Childrens Home Society MSA 2017.pdf
City of Cocoa Funding Request Justification (3).docx

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

Attachments: Resolution 2017-88 Hurricane Irma Building Permit Fees.pdf

VIII.4 17-416 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. (Public Works Director)

Attachments: Civil Rights History Internal Application

Civil Rights Preservation Grant Internal Application

CIvil Rights History Grant Package

Civil Rights Preservation Grant Package

MULTI-YEAR CONTRACTS:

VIII.5 17-333

Award Bid # B-18-03-COC, Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreements with Allied Universal Corp., Miami, Florida, Cheney Lime & Cement Co., Jacksonville, Florida, Harcros Chemicals, Inc., Tampa, Florida, Kemira Water Solutions, Inc., Lawrence, Kansas, Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas USA LLC, South Region, Lawrenceville, Georgia; To Approve the Second Amendment to Purchase Agreement with Brenntag Mid-South, Orlando, Florida, at same rates, terms and conditions, and Tronox Alkali Wyoming Corp, Philadelphia, PA, with revised rates; 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 June 16, 2017 through June 15, 2018, for the purchase of Liquid Oxygen; Pending Approval of the 2018 Budget. (Utilities Director)

Attachments:
- B-18-03-COC Bid Tab Sheet.pdf
- Bid Award Cover Memo
- B-18-03-COC Wisprofloc Bids.pdf
- B-17-04-COC Bid-Allied.pdf
- B-17-04-COC Ltr to Cheney re extension offer.pdf
- Co op Agmt with Melbourne Airgas.pdf
- B-16-19-COC Bid Airgas USA.pdf
- B-16-19-COC Bid-Harcros.pdf
- B-16-19-COC Bid-Kemira.pdf
- B-16-19-COC Bid-Tanner.pdf
- B-17-04-COC 3-mo extension - Cheney.pdf
- B-15-25-COC Bid Brenntag.pdf
- B-15-25-COC Bid Tronox with Exhibit A .pdf
- CHEMICALS FY2018 - No Miscellaneous.pdf

VIII.6 17-374

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. (Utilities Director)

Attachments:
- MCIProp_Cocoa Ridgeway Ave Sewer_180 LF.pdf
- TO-UT-MAXWELL (2017-20.2) $220000
- MCIProp_Cocoa Ridgeway Ave Sewer.pdf
- TO-UT-MAXWELL (2017-20)_5-23-17 $723929.pdf

VIII.7 17-380 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. (Public Works Director)

Attachments: DK2018-01

VIII.8 17-398 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. (Utilities Director)

Attachments: Addendum Table 1

IX. INFORMATIONAL AGENDA:

IX.1 17-401 Fire Incidnet Summary Report for August 2017. (Fire Chief)

Attachments: Fire Incident Summary Report 8-2017.pdf

IX.2 17-402 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 08/31/2017.

Attachments: PO Monthy Report to City Council 10.01.16 thru 08.31.17.pdf

IX.3 17-403 Cocoa Police Department District Event Statistics for Council Information. (Chief of Police)

Attachments: Jan- Jun Council Report by District

July 2017 Council Report by District

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

Attachments: August FY 2017 EXPENSE Budget Tracking Worksheet.pdf

August FY 2017 REVENUE Budget Tracking Worksheet.pdf

IX.5 17-413 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 Contingency Report 8-31-17.pdf

IX.6 17-414 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 August 2017.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	17-411	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	9/12/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Approve the Agenda for the Regular City Council meeting of September 26, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-26-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2017
Agenda Date: September 26, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular City Council meeting of September 26, 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 City Council meeting of September 26, 2017, as presented or with amendments..

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: September 26, 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 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)

III. AWARDS AND PRESENTATIONS:

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

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

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

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

1. Approve 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)

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)

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)

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)

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)

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)

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).

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)

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)

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)

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)

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)

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:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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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.

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Legislation Details (With Text)

File #:	17-373	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/16/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting on August 8, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-08-17 Minutes.pdf 8-08-17 City of Cocoa Public Works Department- Strategic Plan (August 2 2017).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2017
Agenda Date: September 26, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council meeting on August 8, 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 of the Regular City Council meeting on August 8, 2017, as written or with amendments

powered by Legistar™

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

August 8, 2017

A Regular City Council meeting was held on Tuesday, August 8, 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; Nancy Bunt, Deputy Director of Community Services; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Jason McCuen, Helpdesk Support Tech; Tony Jones, Fleet Manager; and Larry Lallo, Economic Development Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of August 8, 2017 (17-336)
2. Minutes: (a) Fiscal Sustainability Workshop on June 29, 2017 (17-337)
   (b) Regular Meeting of July 11, 2017 (17-339)

City Manager Titkanich advised that there were a few items being pulled but they would do that as the items came up.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Agenda for the Regular meeting of August 8, 2017 as presented and to approve the Minutes for the Fiscal Sustainability Workshop held on June 29, 2017 and the Regular City Council Meeting held on July 11, 2017 as written.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation to Councilwoman Blanco of her Certificate of Completion for the 2017 Institute of Elected Municipal Officials held June 2-4, 2017 in Tampa, Florida. (17-325). (Mayor Parrish)

   Mayor Parrish presented a plaque to Councilwoman Blanco for her completion of the Florida League of Cities' Institute for Elected Municipal Officials that she attended.

   Councilwoman Blanco thanked Council for the opportunity to attend and advised that she would like to finish all of the institutes.

   Mayor Parrish noted he just completed the yearly Ethics training in Satellite Beach through the League and enjoyed it.

2. Public Works Strategic Plan Presentation- UCF Graduate Students. (17-340). (UCF Graduate Students)

   Assistant City Manager Fuhrer noted this presentation[1] was being provided by UCF students who are studying for their Masters in Regional Planning. They

[1] EXHIBIT A: City of Cocoa Public Works Strategic Plan presentation

selected the Cocoa Public Works Department to do a strategic plan. They toured the Public Works facilities and have spent a couple of months doing this project.

The students providing the presentation were Lauren Damiano, Trina Gilliam, and Robin Hinson.

Ms. Damiano explained why there was a need for a strategic plan. She noted the following reasons. 1) upcoming retirement of the Public Works Director and other division leaders; 2) operational guidance; and 3) employee retention.

Mr. Hinson spoke about the strategic plan recently adopted by the City and stressed that they tried their best to tie those goals into this plan. He spoke about the first step of the plan which was to conduct a PEST Analysis (Political, Economic, Social, and Technological).

Ms. Gilliam provided information on the SWOC Analysis which identifies the Strengths, Weaknesses, Opportunities, and Challenges.

Both external and internal stakeholders were mentioned and after completing the SWOC Analysis they conducted a TOWS Analysis.

By doing all of this, the three strategic issues were determined. They were:

1-How will Public Works prevent the loss of innovative skills and expertise amidst decreasing funding levels and revenues?

2-How will Public Works institute benchmarking to identify community needs and gaps within the organization?

3-How can Public Works retain trained employees, increase staffing, and develop a competitive compensation study? Additionally, how will Public Works promote stability, flexibility, and value within the department amidst increasing labor cost and declining funding levels?

The implementation plan and evaluation plan were discussed in detail.

Lastly, the vision for the future of the Public Works Department was discussed and a vivid picture was shown of what the department should strive for.

Council members thanked the students and felt they did a great job.

Councilman Whipple thanked them and asked what their individual goals were.

Mayor Parrish mentioned you always have to have a plan and thought they did outstanding on the presentation.

City Manager Titkanich, as an alumni, thanked the students for coming to Cocoa and he both applauded and commended their efforts. He has had the opportunity of working and teaching grad students and stated that presenting in front of classmates is one thing but presenting in front of an elected body is different, especially when you have developed a plan for them. Public service is a calling and to know that these students are the next generation of public servants should assure everyone that they are in good hands.

City Manager Titkanich further advised that they would be undertaking the Fiske Blvd. Neighborhood Corridor Study and would be developing a plan that would be presented to Council. There were around ten students altogether and the quality is outstanding. He appreciates their investment in the community.

Assistant City Manager Fuhrer pointed out that Councilmembers received a copy of the actual plan which is about sixty pages. He asked Council to review the plan so that they could adopt it at a future meeting to coincide with the City's current plan.

Mr. Wegerif stated that the students were appreciated and that the students had spent quite a few hours with his department. He thanked his staff for their input also.

IV. DELEGATIONS:

John Olivadodi, 649 N. Range Road, Cocoa, advised that he has been a water customer in Cocoa for almost ten years. He provided statistics and voiced his concerns regarding the dangers of fluoride in the water system.

CJ Watson, 1203 Montclair Road, Cocoa, mentioned that he was back once again to speak about fluoride in the City's water system. He provided statistics and voiced his concerns regarding the issue.

Karen Watson, Cocoa, provided statistics from the state of Florida regarding the effects of fluoridation in the water system. She also voiced her concerns regarding the subject.

City Manager Titkanich pointed out that this was a public forum and was being viewed on Space Coast TV and was streamed live. He thanked the citizens for their concerns and stressed that he respected their opinions on the matter. He cannot speak for what happens in other communities but advised that each year, the City publishes an Annual Quality Water Report which contains information about the fluoride. He assured them that the City's levels were safe and he provided further information on other studies that have been conducted. He understood the concerns about fluoride but assured everyone that it was safe.

Theresa Clifton, Brevard Humane Society, 1020 Cox Road in Cocoa, noted that in 1952 the Humane Society was established in Cocoa on Clearlake Road. This year they are celebrating their 65th anniversary and they invited Council to attend the 6th Annual Tuxes and Tales Gala on August 26th. It is a fundraiser and all of the funds received will help in modifications to their building. She thanked the City for being supportive. She mentioned that the event has grown so this year it will be at the Space Coast Convention Center and begins at 5:30 p.m.

V. CONSENT AGENDA:

1 Approve the vendor selections for award of RFP# P-17-09-COC (Information Technology Equipment) for Network Equipment, Server Equipment, Storage, Wireless Networking, Network/Data Center Accessories, Memory, Desktop Computers, Laptop Computers, Tablet Computers, Thin/Zero Clients, Monitors/Televisions/Projectors, Audio/Visual Equipment, and Telecom/VoIP. Authorize the City Manager to execute purchasing contracts with selected vendors in response to Request for Proposals RFP# P-17-09-COC (Information Technology Equipment). (17-255). (Assistant City Manager)

2. Approve Change Order #1 to Purchase Order 69157 - Task Order 2017-77 "Additional Project Management Assistance to the Water Field Operations Division" with CH2M Hill Engineers, Inc. for a Reduction in Time Required to Assist WFO; Approve Change Order #1 to Purchase Order 69159 - Task Order 2017-78 "Project Management Assistance, Data/Invoice Review, and Strategic Planning in Support of the Cross Connection Control Program" with CH2M Hill Engineers, Inc. for Additional Time Required to Assist WFO with the Cross Connection Control Program. (17-327). (Utilities Director)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance 08-2017/ 2nd and 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)

   City Manager Titkanich advised that staff was requesting that this item be tabled until the August 22, 2017 Regular City Council meeting.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to table the item until the August 22, 2017 Regular City Council meeting.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

City Attorney Garganese confirmed for the record that it was tabled until the August 22, 2017 Regular City Council meeting. City Manager Titkanich responded in the affirmative.

2. Ordinance 09-2017/ 2nd and 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 Manager Titkanich advised that staff was requesting that this item be tabled until the August 22, 2017 Regular City Council meeting.

MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to table the item until the August 22, 2017 Regular City Council meeting.

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Ordinance No. 10-2017/ 2nd and Final Reading: Amending Appendix A, Zoning, Article XI, Section 19 of the City Code, providing for outdoor propulsion testing facilities as a Special Exception use in the M-2 (Manufacturing and Industrial) District. (17-328). (Community Services Director)

   Attorney Garganese read Ordinance No. 10-2017 into the record by title only as follows. He mentioned that this was the second and final reading and noted a minor change that was made after the first reading. It was to clarify that if rocket tests were conducted it would not constitute a noise disruption under the noise ordinance.

ORDINANCE NO. 10-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE COCOA CITY CODE; PROVIDING FOR OUTDOOR PROPULSION TESTING FACILITIES AS A SPECIAL EXCEPTION USE IN THE M-2 MANUFACTURING AND INDUSTRIAL DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public.

Mark McClellan, 3595 Grantline Road, Mims advised that he was the Director of Supply Chain Management for Rocket Crafters. He mentioned that Coastal Steel has been a great help to them. He discussed the barriers that were installed around the testing areas and discussion was held on the duration of the testing.

Mayor Parrish closed the hearing to the public.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve Ordinance No. 10-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Attorney Garganese asked Mr. McClellan if the company was in the news recently. Attorney Garganese found the news interesting and wanted to mention it tonight, as it spoke about rocket testing in the City of Cocoa.

VII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request in the amount of $750.00, for the property located at 503 N. Georgia Ave. (17-329). (Chief of Police)

Chief Cantaloupe introduced this item and noted the Code Enforcement Board held a public hearing on February 16, 2017 and at that time, found the owner, Coshed LLC in violation of the following: Section 6-902(b)(1)(2).

The Board provided the owner sufficient time to correct the said violation. Therefore, consistent with the Code Enforcement Board's Order, a lien was recorded against the property effective March 9, 2017. The lien ran at $50 per day from March 9, 2017 until compliance was achieved on April 27, 2017. The

lien is $2,500 and the current owner, Coshed LLC, is requesting that the lien be forgiven due to not receiving the notices for over 30 days because of the mail.

Staff is recommending that the lien be reduced to $750 and at the Code Enforcement Board's regular meeting held on July 20, 2017, they recommended that the lien be reduced to $750.00.

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

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)[2]

2. Approve a Code Enforcement Lien Reduction request in the amount of $3,045.00, for the property located at 1111 Abington St. (17-330). (Chief of Police)

Chief Cantaloupe introduced the item and noted that the Code Enforcement Board held a public hearing on September 17, 2015, at which time the Board found the owner, Jordan Vanderwalker, in violation of the following. Section 6-900(b)(4)-Maintenance of Structure.

The Board provided the owner sufficient time to correct the said violation. Therefore, consistent with the Code Enforcement Board's Order, a lien was recorded against the property effective October 15, 2015. The lien ran at $50 per day from October 15, 2015 until compliance was achieved on June 14, 2017. The lien is $30,450 and the current owner, B&A Home Sales, LLC is requesting that the lien be forgiven due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time of purchase.

Staff is recommending that the lien be reduced to $3,045 and at the Code Enforcement Board meeting held on July 20, 2017, they recommended that the lien be reduced to $3,045.

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

[2] Mayor Parrish left the meeting at 7:05 p.m.

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a Code Enforcement Lien Reduction request in the amount of $5,800.00, for the property located at 1053 Hickory Ln. (17-331). (Chief of Police)

Attorney Garganese advised that they had been contacted by the applicant and legal counsel and they have requested that this item be postponed until the next regular City Council meeting on August 22, 2017.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to table this item until the next Regular City Council meeting on August 22,**

AYES: Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)[3]

VIII. CITY BUSINESS:

1. Approve a preliminary subdivision consistent with Chapter 18 of the City of Cocoa Code for Lakeside Palms, LLC, a 112-lot subdivision consisting of approximately 26.28 acres located at 100 Clearlake Road. (17-320). (Community Services Director)

City Manager Titkanich requested that this item be tabled until the next Regular City Council meeting on August 22, 2017, in order to preserve advertising.

* **MOTION by Councilman Whipple; Seconded by Councilwoman Warner, to table this item until the next Regular City Council meeting on August 22, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 11-2017/1st Reading: Amending Chapter 19, Article II - Public Service Tax; Electing the option to levy a Public Service Tax on water service. (17-323). (City Manager)

[3] Mayor Parrish returned at 7:07 p.m. (after the vote was taken)

Attorney Garganese read Ordinance No. 11-2017 into the record, by title only as follows and advised that this was the first reading of the ordinance.

ORDINANCE NO. 11-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 19, ARTICLE II- PUBLIC SERVICE TAX; ELECTING THE OPTION TO LEVY A PUBLIC SERVICE TAX ON WATER SERVICE; MAKING OTHER CONFORMING AND TECHNICAL AMENDMENTS TO CHAPTER 19, ARTICLE II; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Ordinance No. 11-2017 on first reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the purchase of a 2017 FLHTP Electra Glide Solid Black Harley Davidson Motor Cycle with Emergency Equipment from Bruce Rossmeyer's Harley Davidson using the 2017 Florida Sheriff's Association State Contract (FSA16-VEL24.0); Approve a Budget Resolution amending the FY17 budget. (17-332). (Chief of Police)

Chief Cantaloupe presented the item.

Councilwoman Warner asked if this would replace the wrecked motorcycle. Chief Cantaloupe responded in the affirmative.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilman Whipple asked if there was any insurance revenue from the incident that happened and Chief Cantaloupe told him that there was and those funds were being used to replace the motorcycle.

4. Approve a Resolution to amend the 2017 Budget to Purchase a used vehicle for Inmate transport for the PW Grounds Maintenance Division and to approve a Budget Amendment to transfer funds. (17-338). (Public Works Director)

Mr. Wegerif advised that this was for the purchase of a new inmate work crew van.

* **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)

MULTI-YEAR CONTRACTS:

5. Consider approval of a multi-year contract between the United States Post Office and the City of Cocoa for renewal of the post office mailbox for receiving utility payments by mail for September 1, 2017, through August 31, 2018, pending approval of the FY2018 Budget, and four additional fiscal years FY2018, FY2019, FY2020, and FY2021. (17-324). (Finance Director)

* **MOTION by Councilwoman Warner; 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. June 2017 Fire Incident Summary Report. (17-326). (Fire Chief)

2. Cocoa Police Department District Event Statistics for Council Information. (17-334). (Chief of Police)

X. REPORTS:

Mr. Wegerif provided an update on the new traffic signals on SR 524 and advised that there would be a signal at the north ramp going onto I-95. He noted it was an exciting time for the SR 524 area.

A request for a study to be conducted was also submitted to FDOT for lights at Friday Road and Lost Lakes. It will take some time but the study will determine if lights are needed at those intersections.

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Assistant City Manager Fuhrer spoke about a situation regarding stormwater that he and Mr. Wegerif observed that was pointed out by the Humane Society. He also mentioned another situation that they noticed which was that a natural tree barrier has been removed which served as a buffer for Diamondback Airboats and the Humane Society. When they do testing it is very loud. They are going to work with Walmart to make sure everyone works together on the issues.

Chief Cantaloupe reminded everyone that there is a Community Watch meeting this Thursday from 5:30-6:30 p.m. in Sunrise Village.

He further mentioned that on August 17, 2017 the Police Department was participating in "Kicks for Guns" and they would be set up at 1208 Dixon Boulevard from 8-2 p.m. No questions would be asked if you have a firearm that you want to give away. Gift cards will be given. Details were still being finalized.

Deputy Fire Chief Lamm thanked City Council and Department Directors for supporting the ground breaking of Station #3. It was great to see the support and he reminded all that the groundbreaking for Station #2 will be held on Monday, August 14th at 11:30 a.m. It will be at 300 Brunson Boulevard.

Ms. Hamilton thanked Council for their attendance at the Economic Development Workshop today and thought it was a great event.

City Manager Titkanich introduced Ms. Karen Hamilton as the new Community Services Director and provided a brief background to Council. He mentioned she had a very diverse background and they looked forward to her expertise.

Mr. Walsh thanked City Manager Titkanich for his comments after delegations and appreciated his support.

Ms. Gemmati advised that it was currently open enrollment for benefits and the website was open if any member of Council wished to make changes to their current elections. They can contact her or Patsy Porter in Human Resources for help.

Assistant City Manager Fuhrer mentioned his attendance along with the Deputy Mayor at the Erdman Dealership ground breaking. There was large turnout and he believes that this will put Cocoa on the map. He noted that after the event he went to the Humane Society and the new Walmart Distribution Center and followed up with a visit to the new fire stations. He felt it was humbling to see all of the construction taking place and to see a vision being followed through with.

City Manager Titkanich reminded all that the Budget/CIP Workshop is on Wednesday, August 9, 2017 at 5:30 p.m. He further noted that the fire assessment, water rates, and the second reading of the public service tax would be on the next City Council Agenda.

Councilman Whipple welcomed Ms. Hamilton and looked forward to working with her. He also mentioned that Ms. Mary George Belcher would be turning 104 years old and he would be presenting a proclamation to her on Sunday morning. He thanked Mayor Parrish for the proclamation.

He was happy that the budget was passed for the Cocoa RDA and looked forward to great things happening in the downtown area. He especially looked forward to those items that have been discussed for many years coming to fruition. It was very positive for citizens.

Councilwoman Blanco thanked staff for the Florida Brownfields Association and Justice Worksshop that was held today. She mentioned that she had to leave early but found the guest speakers to be very imformative and enlightening.

Additionally, Councilwoman Blanco advised that she would be attending the FLC Annual Conference in Orlando on August 17-19, 2017.

She welcomed and congratulated Ms. Hamilton.

Councilwoman Warner welcomed Ms. Hamilton and thanked Mr. Lallo and his staff for a great job at the workshop this morning. She was very impressed. She mentioned that she would be attending the Tuxes and Tales Gala and pointed out that the theme was black, white, and glamourous, so it was a dress up event.

She would also be attending the Florida League of Cities Annual Conference in Orlando on August 17-19, 2017. She looked forward to the classes and networking opportunities.

Deputy Mayor Boisvert spoke of his attendance at the Harvey's Grand Opening. They arrived at 9 a.m. but the ribbon cutting was at 8:30 a.m. He further spoke of his attendance at the Erdman and Fire Station #3 groundbreakings. All of the development on SR 524 was going great and he thanked all for attending the Council meeting.

In closing, he reminded everyone of the District 3 Town Hall meeting on August 15, 2017 at the Lost Lakes Clubhouse. It begins at 6 p.m.

Mayor Parrish feels that it is an honor to have Erdman move into Cocoa. They would be great partners. He also spoke about the upcoming Leon and Jewel Collins African American Museum and it was noted that invitations were sent out for the dedication. It is on September 6, 2017 from 5-6 p.m.

Assistant City Manager Fuhrer noted that they received an update today and construction should be concluded around late August. He advised it was worth the wait and the floors look unbelievable.

Councilman Whipple stated he was 9 years old when he went to school in that building.

Mayor Parrish spoke of his upcoming attendance at the FLC Annual Conference on August 17-19, 2017 with Councilwoman Blanco, Councilwoman Warner, and Councilman Whipple. He wants to make sure they speak with local officials while they are there and bring back information that is beneficial.

City Manager Titkanich mentioned that on Thursday they are having legislative policy meetings and a session on community schools which he will attend. Other than that he is not going to the conference. He advised that both Councilwoman Blanco and Councilwoman Warner serve on committees. Home Rule is on everyone's list and he believed it would be an interesting legislative session.

Mayor Parrish noticed that some local legislators are in support of the Good Samaritan Law. He asked all to advocate for it.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular City Council meeting of August 8, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:38 p.m.

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Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

City of Cocoa Public Works Strategic Plan

Lauren Damiano, Trina Gilliam, Robin Hinson

University of Central Florida
August 8, 2016

EXHIBIT A: City of Cocoa Public Works Strategic Plan Presentation

Why the need for a Strategic Plan?

- Upcoming retirement of Public Works Director and other division leaders
  - Institutional knowledge
  - Succession plan
- Operational guidance
  - Practices and procedures
  - External trends
- Employee retention
  - Morale
  - Training
  - Recruitment

Environmental Scan
PEST Analysis

- **Political Analysis –**
  - Varying demographics
  - Diverse stakeholders
  - Competing needs
- **Economic Analysis –**
  - Rising operating costs
  - Declining revenue trends
  - Uncertain funding
- **Social Analysis –**
  - Diverse community
  - Special interests
  - Equitable solutions
- **Technological Analysis –**
  - Improved service delivery effectiveness and efficiency
  - Data and resource management
  - Benchmarking



Evans, M. (2017). Welcome Sign

SWOC

- **Strengths**
  - Committed staff
  - Innovative and resourceful
  - Exceptional customer responsiveness
  - Enterprise fund

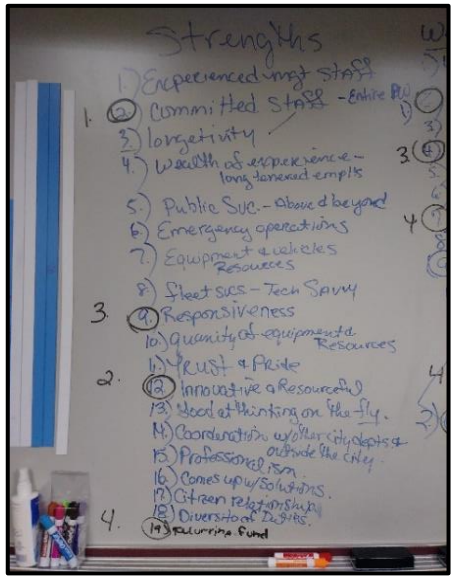
- **Weaknesses**
  - Understaffed
  - No succession plan
  - Lack of quantified data
  - Noncompetitive wages

- **Opportunities**
  - Technology
  - Documenting procedures
  - Transfer of knowledge to new employees
  - User fees
  - Special assessment tax
  - Outsourcing
  - Overtime vs contracting out

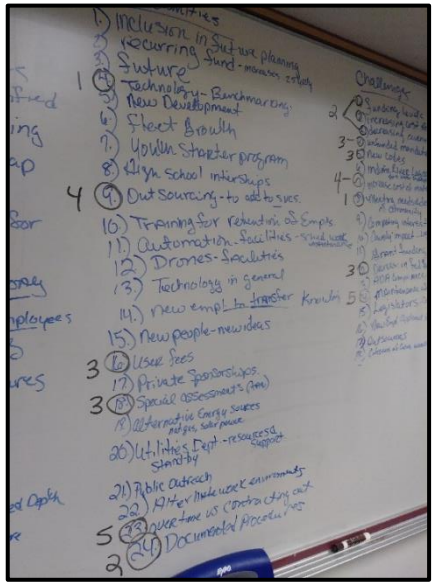
- **Challenges**
  - Meeting community needs
  - Declining funding levels
  - Increasing costs
  - Decreasing revenues
  - Unfunded mandates
  - New codes
  - Maintenance of city assets

TOWS

"Future" Quadrant	"External Fix-It" Quadrant
Matching Strengths with Opportunities	***Matching Strengths with Threats***
S2-O14 (11) Staff is committed to transferring their knowledge to new employees which will enable the development of new leaders in preparation for filling expected and unexpected position vacancies	**S12-C1 (9)** Staff can use innovation and resourcefulness to compensate for insufficient funding levels
S12-O14 (12) Transferring innovative ideas and resourcefulness can ensure continued improvement	**S12-C7 (10)** Staff can use innovation and resourcefulness to more prudently manage resources and get the longest use-life possible
S9-O9 (13) Outsourcing can assist in responsiveness	
"Internal Fix-It" Quadrant	**"Survival" Quadrant**
Matching Weaknesses with Opportunities	***Matching Weaknesses with Threats***
W16-O24 (5) Institute succession planning to prevent the loss of institutional knowledge and expertise and ensure appropriate documenting procedures	**W16-C1 (4)** Institute succession planning to prevent the loss of institutional knowledge and expertise amidst decrease in funding levels
W2-O9 (6) Capitalize on the opportunity to outsource as a way to compensate for the lack of staff	**W16-C3** (4) Institute succession planning to prevent the loss of institutional knowledge and expertise amidst decreasing revenues
W4-O4 (7) Upgrade to a computer software program that offers a comprehensive and integrated set of applications suited for each division to allow for benchmarking	**W4-C8 (2)** Upgrade to a computer software program that offers a comprehensive and integrated set of applications suited for each division to allow for tracking community needs
W7-O23 (8) Evaluate wage options of overtime vs contracting out and use as a competitive advantage	**W2-C2 (1)** Hire and cross-train staff to perform a variety of tasks in multiple roles to provide stability, flexibility, and value to Public Works amidst increasing labor costs
W14-O23 (8) Evaluate the impact on employee morale that offering overtime would have	**W2-C1 (1)** Hire and cross-train staff to perform a variety of tasks in multiple roles to provide stability, flexibility, and value to Public Works amidst declining funding levels
	W7-C3 (3) Re-evaluate wage structure to prevent trained employees from leaving during economic downturns



Gilliam, T. (2017). SWOT/TOWS Analysis



Gilliam, T. (2017). SWOT/TOWS Analysis (2)

COCOA FLORIDA

Strategic Issues
Succession Planning

How will Public Works prevent the ***loss of innovative skills and expertise*** amidst ***decreasing funding levels and revenues***?

Strategic Issues
Technology

How will Public Works institute ***benchmarking*** to identify ***community needs*** and ***gaps within the organization***?

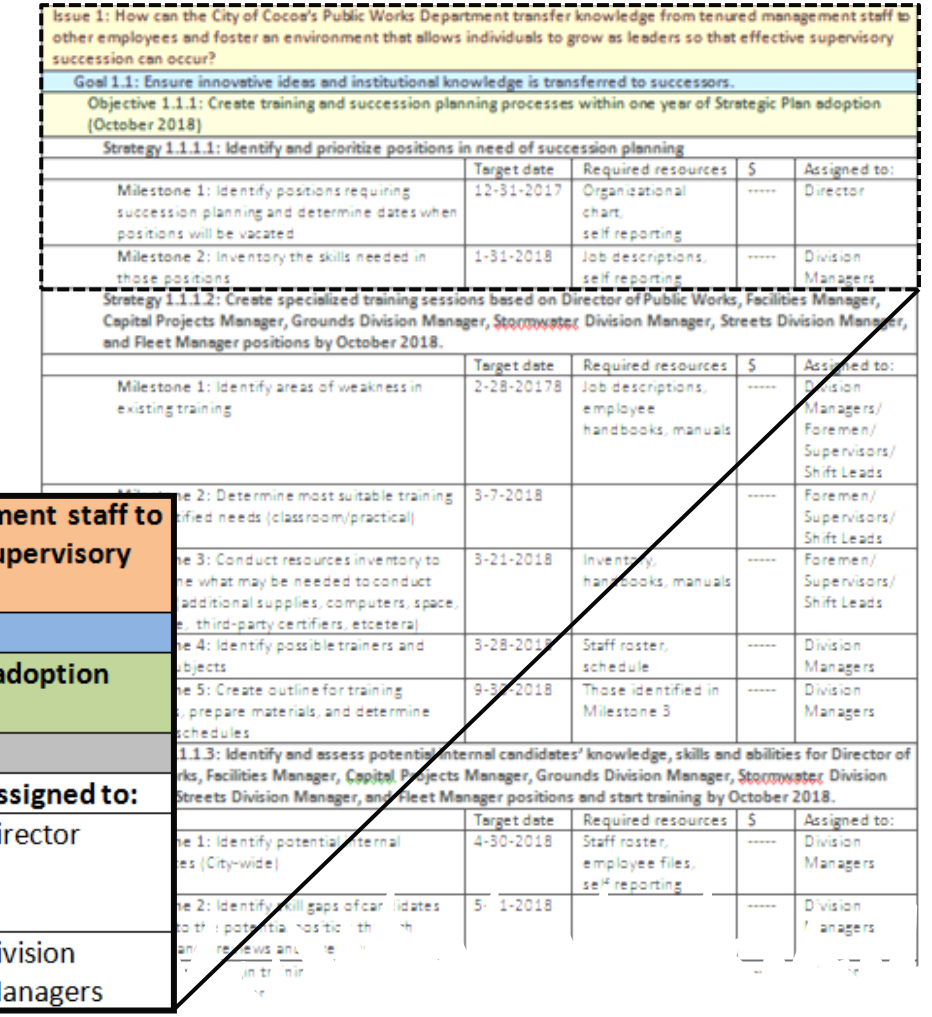
Strategic Issues
Employees

How can Public Works ***retain trained employees***, ***increase staffing***, and ***develop a competitive compensation strategy***?

How will Public Works ***promote stability, flexibility, and value*** within the department amidst ***increasing labor cost*** and ***declining funding levels***?

Implementation Plan

- Institutes practices to accomplish goals
- Identifies necessary resources
- Assigns responsibilities
- Provides steps for goals to be accomplished



Issue 1: How can the City of Cocoa's Public Works Department transfer knowledge from tenured management staff to other employees and foster an environment that allows individuals to grow as leaders so that effective supervisory succession can occur?				
Goal 1.1: Ensure innovative ideas and institutional knowledge is transferred to successors.				
Objective 1.1.1: Create training and succession planning processes within one year of Strategic Plan adoption (October 2018)				
Strategy 1.1.1.1: Identify and prioritize positions in need of succession planning				
	Target date	**Required resources**	**$**	**Assigned to:**
Milestone 1: Identify positions requiring succession planning and determine dates when positions will be vacated	12-31-2017	Organizational chart, self reporting	-----	Director
Milestone 2: Inventory the skills needed in those positions	1-31-2018	Job descriptions, self reporting	-----	Division Managers

Evaluation

- Consists of monthly, quarterly, and yearly reviews tied to strategies
  - Issue 1 – Assistant City Manager
  - Issue 2 – Public Works Department Director
  - Issue 3 – Public Works Department Division Managers
- Monitors effectiveness and efficiency of plan implementation
- Maintains accountability
- Identifies parts of plan in need of adjustment

Vision for the future

The City of Cocoa's Public Works Department capitalizes on its ***knowledgeable staff*** and their ***dedication to the community*** by consistently serving the City's residents, businesses, and visitors with an ***industry leading*** level of service. This excellence manifests in ***responsive*** and exceptional customer service and a sense of ***professionalism*** that ensures all members of the community are served competently, efficiently, fairly, and with a ***positive attitude***. All Divisions of the Public Works Department work together as a ***competent team*** and share resources to deliver ***exceptional service***. ***Innovative leaders*** make use of the ***newest technologies*** to improve the Department's quality of work and ensure strict ***accountability*** of record keeping and ***resource management*** to maintain public trust in the Department's ***integrity***. All members of the Public Works Department take ***ownership*** of their tasks and ***responsibility*** to represent the City of Cocoa. Each individual takes ***pride*** in themselves and the Department as a whole. Every employee strives to be their best, taking advantage of the ***training opportunities*** and resources made available to them by their ***supportive leaders***. Above all, the City of Cocoa's Public Works Department ***sets the standard*** and is an organization that individuals want to be a part of and spend their career with.

Questions



UNIVERSITY OF CENTRAL FLORIDA

COLLEGE OF HEALTH AND PUBLIC AFFAIRS



Legislation Details (With Text)

File #:	17-394	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/30/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Approve the Minutes of the Budget/CIP Workshop of August 9, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-09-2017 Minutes.pdf 08-09-2017 EXHIBIT A - Budget Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2017
Agenda Date: September 26, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Budget/CIP Workshop of August 9, 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 of the Budget/CIP Workshop of August 9, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
BUDGET/CIP WORKSHOP

August 9, 2017

A Budget/CIP Workshop was held on Wednesday, August 9, 2017, in City Council Chambers. Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the workshop to order at 5:37 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
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

Other Staff Members Present:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Ed Wegerif, Public Works Director; Karen Hamilton, Community Services Director; Nancy Bunt, Community Services Deputy Director; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Michael Cantaloupe, Chief of Police; Robert Beach, I.T. Manager; Teri Butler, Finance Director; Lora Howell, Deputy Finance Director; and Lea Taylor, Budget Analyst.

II. WORKSHOP TOPICS:

1. Proposed FY2018 Budget & Capital Improvement Program

City Manager Titkanich introduced the FY 2018 Budget/CIP Presentation[1].

[1] Exhibit A: Budget/CIP Presentation

He reviewed the background of the budget starting back in FY15 when Stantec (Burton and Associates) worked collaboratively with City staff to develop a Fiscal Sustainability Model for Cocoa's General Fund. He explained the City utilized the modeling process to identify options for the fund's sustainability over a ten year projection period. City Manager Titkanich shared a General Fund baseline scenario screenshot. Furthermore, he shared an updated General Fund Fiscal Sustainability Model for FY17.

City Manager Titkanich explained the basis for the FY18 General Fund Budget analysis. He stated the focus points of the City moving forward and he explained the FY18 Budget Development Philosophy. He reviewed the FY18 General Fund Sustainability Model, and reviewed the General Fund FY18 recommendations, which include:

- Maintain millage rate at 5.9790 mills
- Adopt water utility Public Service Tax at 10% (in lieu of millage increase)
- Planned during FY15 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 FY19

City Manager Titkanich shared the background and scope for Utility rates. He stated that in FY10 Stantec conducted a comprehensive Water, Sewer, and Reclaimed Water Rate Study. The City adopted the recommended rate adjustments for FY11 with a 5% annual rate increase effective each October 1 thereafter subject to prior approval by Council. The City contracted with Stantec to verify and adjust as necessary the annual plan of rate adjustments for FY12 and beyond. He went on to explain the basis for the Utility Rate Analysis and he presented a ten year Utility Rate Financial Plan Projection.

City Manager Titkanich showed the FY17 Budget to Actual snapshot and discussed the revenue trends. He broke down the FY18 General Fund Revenue and the FY18 Water/Sewer Fund Revenue by funding source. He explained the FY18 proposed budget vs. the FY17 amended budget broken down by fund and then also by department.

City Manager Titkanich presented the General Fund expenditure trends and budget in detail. Furthermore, he explained the FY18 expenditure drivers which include:

- Salaries – 3%
- Insurance
    - Health 5%
    - Worker's 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/year
  - Actual +/- $465,000/year

City Manager Titkanich explained the FY18 proposed General Fund Capital Budget as well as the FY18 Proposed Capital Budget for other funds.

Councilman Whipple expressed his concerns regarding the amount of staffing in both the Police and Code Enforcement Departments in order to better organize the City's efforts. In response, City Manager Titkanich stated that there are not enough funds this year without cutting funds from somewhere else in the budget. He is hopeful that after some of the bigger projects in the City are completed, such as the Walmart Distribution Center and Dunkin Donuts, the City will have enough funds to hire additional staff. He suggested that staff come back to review this topic in a year to see if the demand for extra personnel is still needed and if there are funds to support it.

Further discussion ensued regarding the need for additional staff.

Councilwoman Warner suggested that the City consider a Senior Employment Program that was used many years ago. This is a federally funded program that allows retirees to work part-time for government agencies. She suggested that this program may help relieve some of the slack that various departments face. Council agreed to allow more time for Code Enforcement to settle into their new location at the Police Department before addressing the issue again.

City Manager Titkanich mentioned upcoming dates pertaining to Public Hearings and Budget Workshops.

III. ADJOURNMENT:

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to adjourn the Budget/CIP Workshop of August 09, 2017.**

AYES: Parrish, Boisvert, Warner, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Budget/CIP Workshop adjourned at 7:23 p.m.

Henry U. Parrish III, Mayor

ATTEST:

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



EXHIBIT A: Budget/CIP Presentation


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
AGENDA
QUESTIONS & DISCUSSION
BUDGET


Hard at work tracking down the money!




WATER/
SEWER FUND
GENERAL
FUND
BUDGET
CAPITAL PROJECTS,
PROGRAMS AND
EQUIPMENT
BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
AGENDA
QUESTIONS &
DISCUSSION

Agenda



- General Fund
  - -Review of Fiscal Sustainability Model and Recommendations
- Water/Sewer Background
  - -Review of Rate Model and Recommendations
- Budget Development Philosophy/Focus
- FY2017 Budget to Actuals (YTD and Projected)
- Overview of Fund Budgets
  - -Revenues and Expenses
- Overview of Capital Projects, Programs and Equipment
- Next steps...


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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Background...update



- In FY 2015 Stantec (Burton & Associates) worked collaboratively with City staff to develop a Fiscal Sustainbility Model for Cocoa's General Fund
- The City utilized the modeling process to identify options for the fund's sustainability over a 10-year projection period
- The City contracted with Stantec to update the model with current data to aid in the FY 2018 Budget Process
  - Validate prior years assumptions
  - Evaluate current and future fiscal conditions
  - Evaluate FY18 Millage and Fire Assessment Rates, and Public Service Tax (inside City...water only) levy adoption

General Fund Baseline Scenario Screenshot

(May 19, 2015 Budget Workshop)

BURTON & ASSOCIATES

No Changes in Millage Assumed

Modest Property Value Growth Assumptions

GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

SAVE CALC

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Millage Rate Adjustment											
Existing Property Value Adjustment	N/A	0.00%	0.50%	1.00%	1.25%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
New Construction	N/A	0.81%	0.91%	1.01%	1.10%	1.08%	1.26%	1.23%	1.20%	1.16%	1.13%
Total Property Value Adjust.	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Millage Rate - Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Property Value Adj. - Last Plan	N/A	0.81%	1.41%	2.01%	2.35%	2.58%	2.76%	2.73%	2.70%	2.66%	2.63%
Cash Flow Surplus/(Deficit) $M	$0.7	($4.0)	($4.2)	($3.3)	($2.5)	($2.6)	($2.7)	($2.8)	($3.0)	($3.1)	($3.2)
End of Year Fund Balance $M	$29.1	$25.2	$21.0	$17.7	$15.2	$12.6	$9.9	$7.1	$4.1	$1.0	($2.3)
Reserve Target Surplus/(Deficit) $M	$19.0	$14.7	$10.2	$6.6	$3.8	$0.9	($2.1)	($5.3)	($8.6)	($12.1)	($15.7)

Port Project?

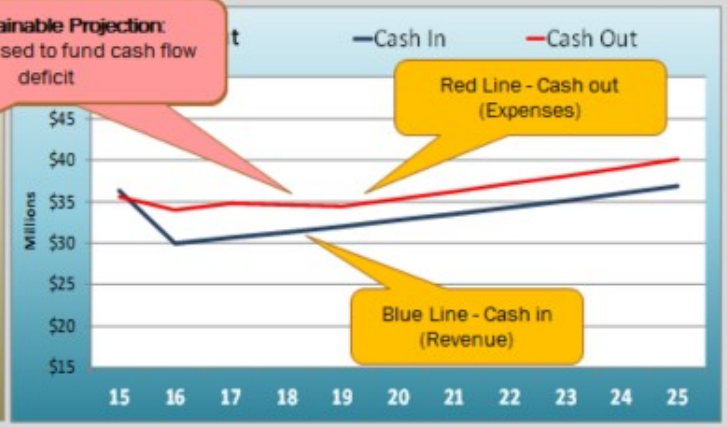
PST Year?



Projected Reserve Balance

Unsustainable Projection: Reserves used to fund cash flow deficit

Black Line - Minimum Reserve Target of 4 Months O&M Expenses



Red Line - Cash out (Expenses)

Blue Line - Cash in (Revenue)

General Fund Fiscal Sustainbility Model

Updated for FY2017

BURTON & ASSOCIATES

Millage Rate unchanged over Projection period

Projection includes WalMart & Port Properties phased in over the projection period

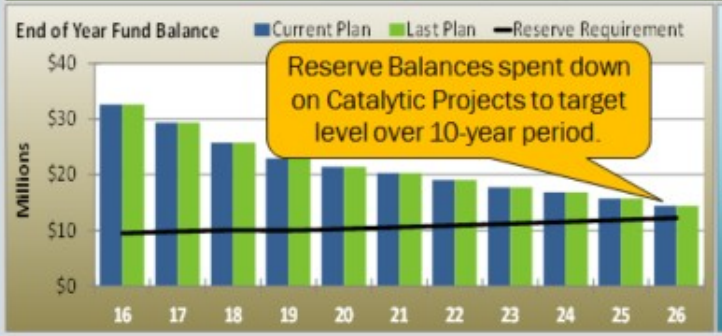
Capital Spending on Catalytic and One-Time Non-Recurring Capital Expenses

3% increases to Fire Assessment, annually

TY OF COCOA, FL - GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023			
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790				
Existing Property Value Adjust.	N/A	N/A	3.5%	3.5%	3.5%		3.5%	3.5%	3.5%	3.5%	3.5%
New Construction	N/A	N/A	1.0%	5.1%	1.8%	1.0%	2.4%	2.4%	6.0%	1.0%	1.0%
Total Property Value Adjustment	4.8%	4.5%	4.5%	8.6%	5.3%	4.5%	5.9%	5.9%	9.5%	4.5%	4.5%
	($2.5)	($3.3)	($3.6)	($2.9)	($1.5)	($1.1)	($1.2)	($1.3)	($1.0)	($1.1)	($1.3)
	23.2	$19.6	$15.8	$12.9	$11.1	$9.7	$8.2	$6.6	$5.3	$3.8	$2.1
	32.6	$29.4	$25.8	$22.9	$21.4	$20.3	$19.1	$17.8	$16.8	$15.7	$14.4
	0	4	0	0	0	0	0				
Total Capital Outlay $M	$6.2	$5.4	$4.5	$5.0	$3.5	$3.0	$3				
Fire Assessment Revenue $M	$2.1	$2.2	$2.2	$2.3	$2.4	$2.4	$2.5	$2.6	$2.7	$2.7	$2.8
Residential Assessment (per DU)	$187.93	$193.57	$199.38	$205.36	$211.52	$217.87	$224.41	$231.14	$238.07	$245.21	$252.57
Fire Asmt Rev - Last Plan $M	$2.1	$2.2	$2.2	$2.3	$2.4	$2.4	$2.5	$2.6	$2.7	$2.7	$2.8
Residential Asmt - Last Plan	$187.93	$193.57	$199.38	$205.36	$211.52	$217.87	$224.41	$231.14	$238.07	$245.21	$252.57

Port Proj?	Y
PST Year?	
Per FTE:	$80,000
Escalator	3.0%
Debt Svc?	$425,000



Reserve Balances spent down on Catalytic Projects to target level over 10-year period.



Revenues cover O&M Costs w/o Capital

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


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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QUESTIONS & DISCUSSION
BUDGET

Background and Scope - Utility Rates

Background

- In FY 2010 Stantec (Burton & Associates) conducted a comprehensive Water, Sewer and Reclaimed Water Rate Study
- The City adopted the recommended rate adjustments for FY 2011 with 5% annual rate increases effective each October 1 thereafter subject to prior approval by Council
- The City contracted with Stantec to verify and adjust as necessary the annual plan of rate adjustments for FY 2012 and beyond.

Scope

- Update the ten (10) year financial plan originally developed in the above referenced study
- Verify, or adjust, the annual plan of rate increases as required

Findings

- FY 2018 Study determined a 4% annual rate increase (vs. projected 5%)

Basis for UT Rate Analysis

- FY 2017 Budget and Year-End Estimates
- FY 2018 Preliminary Budget
  - Projected O&M expenses for future fiscal years through FY 2026
- FY 2018 – FY 2022 Capital Improvements Program
- Operating reserve equal to 5 Months of O&M Expenses
- Minimum debt service coverage of 1.50x debt service
  - Both levels based upon industry practices & rating agency criteria
- Significant Changes
  - New FTEs beginning in FY 2018
  - Continued trend of reduced flows per account

10 yr. Utility Rate Financial Plan Projections

SAVE CALC ROLL

FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS) SUMMARY
City of Cocoa

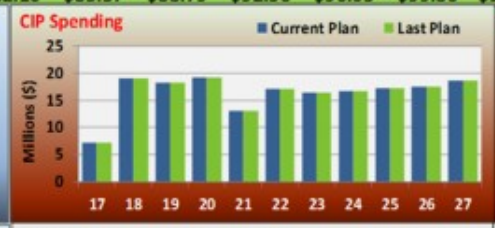
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Override ▶		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Water Rate Increases	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Last Plan	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Override ▶		4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Sewer Rate Increases	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Last Plan	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Rate Covenant	3.81	4.12	4.41	4.26	4.46	4.77	5.10	7.47	7.98	8.55	9.81
Last Plan	3.79	4.03	4.38	4.24	4.45	4.77	5.10	7.46	7.99	8.56	9.82
CIP $ Redistribution ▶	-$22.00	$8.00	$7.00	$7.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
CIP Execution % ▶	100%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Operating Reserve Mo ▶	5	5	5	5	5	5	5	5	5	5	5
Average Bill (5,000 gals.)	$75.95	$78.97	$82.10	$85.37	$88.79	$92.36	$96.03	$99.86	$103.90	$108.05	$112.36
Last Plan	$75.95	$78.97	$82.10	$85.37	$88.79	$92.36	$96.03	$99.86	$103.90	$108.05	$112.36

Cumulative Change	FY 2022	FY 2027
Water Rate Increases	21.58%	47.91%
Last Plan	21.58%	47.91%

	FY 2017
PS Exec %	100.0%
OMV Exec %	100.0%

Check -














BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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FY 2017 Budget to Actual Snapshot



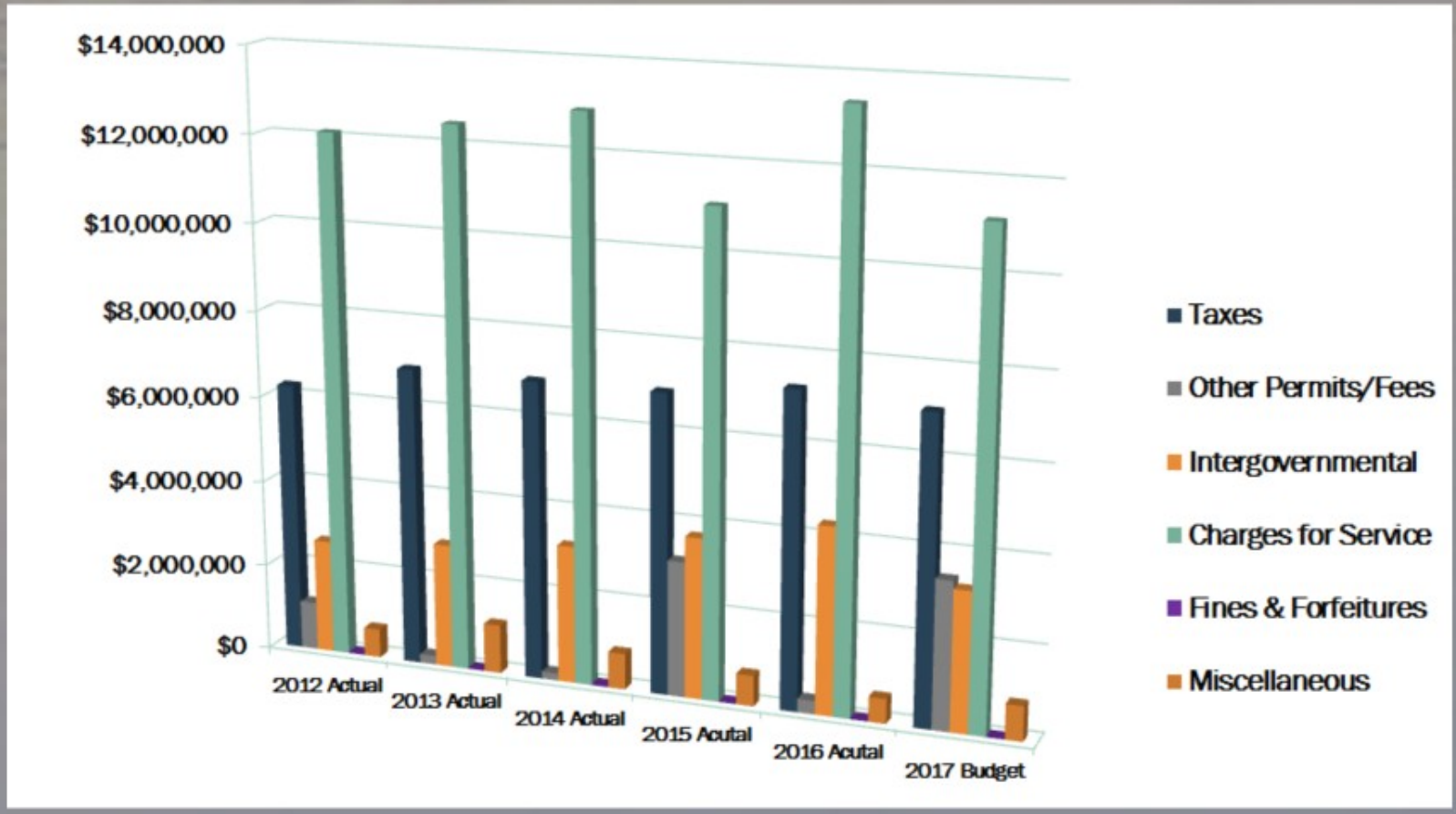
	FY17 Amended Budget	YTD Encumbrances	FY17 Actual Transactions	Remaining Balance	% Used / Received	Projected thru End of Year
			General Fund			
Revenues	$48,768,136		$34,502,650.31	$14,265,485.69	71%	$39,550,000
Expenses	$48,768,136	$2,875,913.38	$33,668,660.57	$31,900,356.61	75%	$38,500,000
Net			($833,989.74)			$1,050,000
			Water/Sewer Fund			
Revenues	$83,124,425		$45,866,144.72	$37,258,280.28	55%	$57,000,000
Expenses	$83,124,425	$18,622,143.20	$38,148,973.08	$26,353,308.72	68%	$59,000,000
Net			($7,717,171.64)			($2,000,000)*
			Storm Water Fund			
Revenues	$3,088,652		$1,128,373.45	$1,960,278.55	37%	$1,400,000
Expenses	$3,088,652	$921,110.26	$1,510,998.23	$656,543.51	79%	$1,900,000
Net			$382,624.78			($500,000)*


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
AGENDA
QUESTIONS & DISCUSSION
BUDGET

Revenue Trends - All Funds



General Fund Revenue Trends



FY 2018 General Fund Revenue

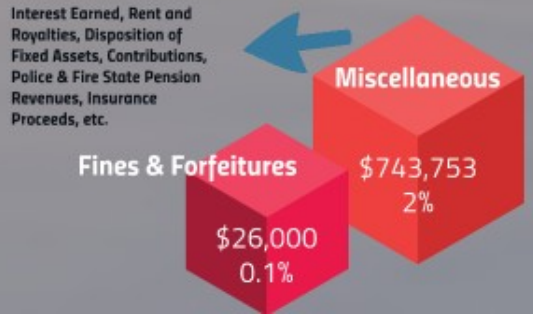
by Funding Source

FY 2018 General Fund Revenue

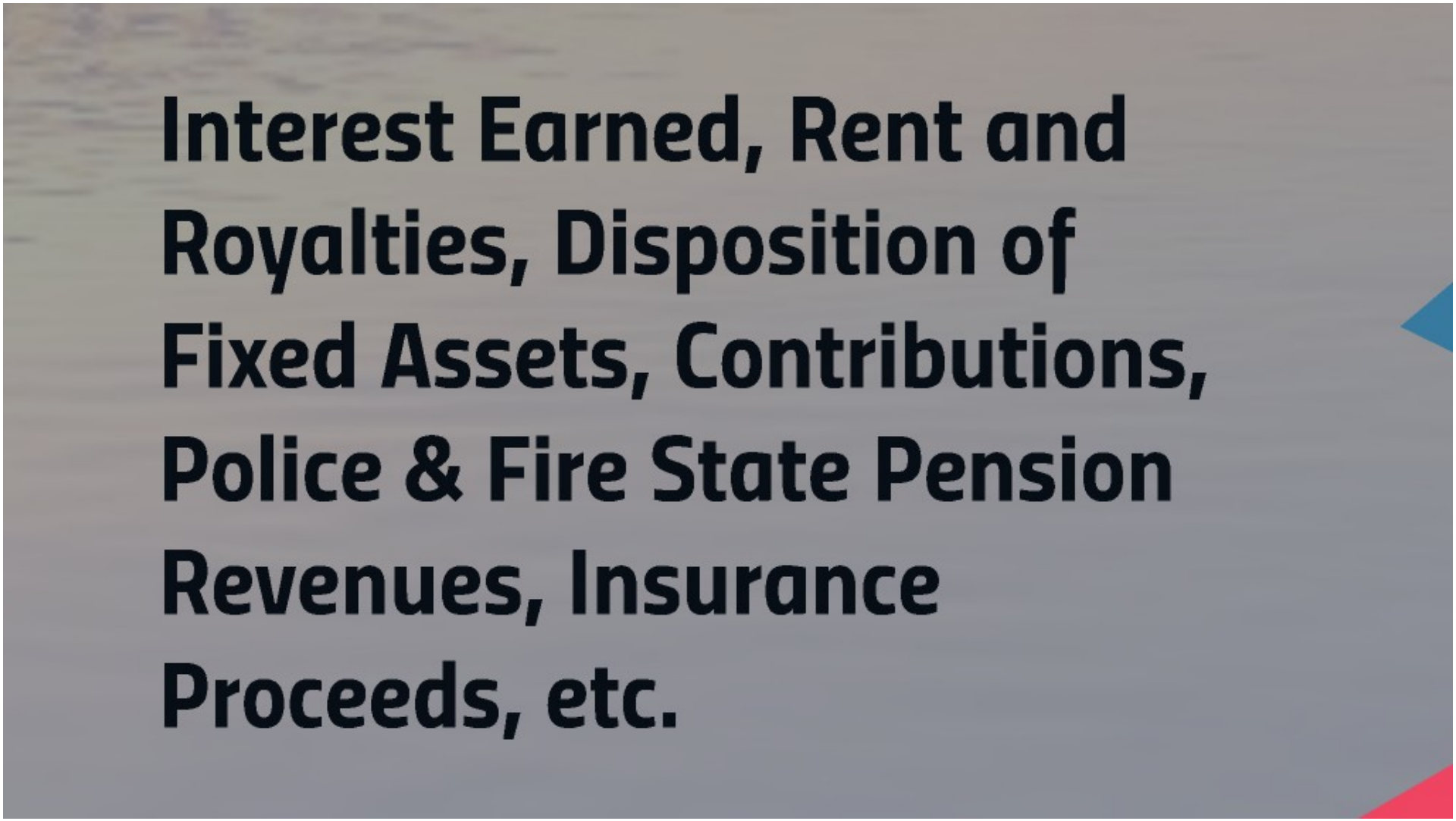


by Funding Source

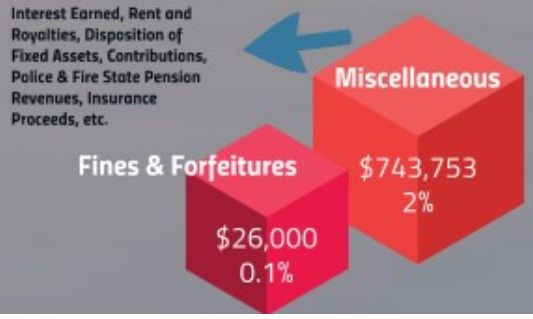
FY 2018 General Fund Revenue



by Funding Source

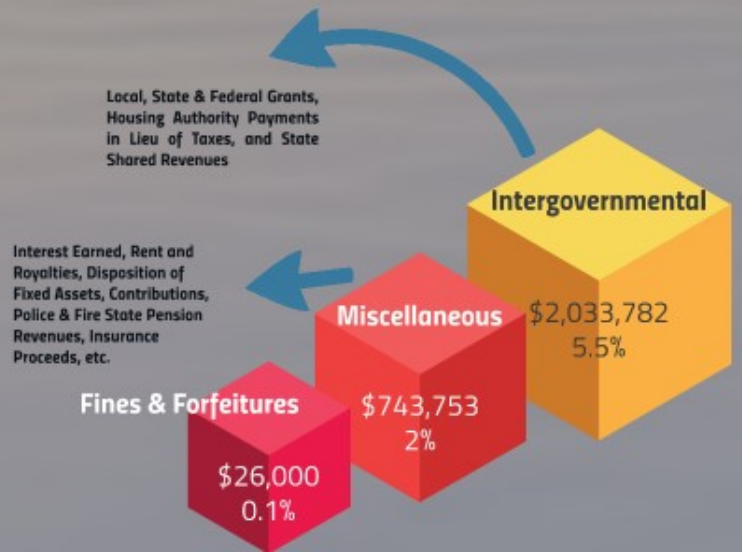

Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.

FY 2018 General Fund Revenue

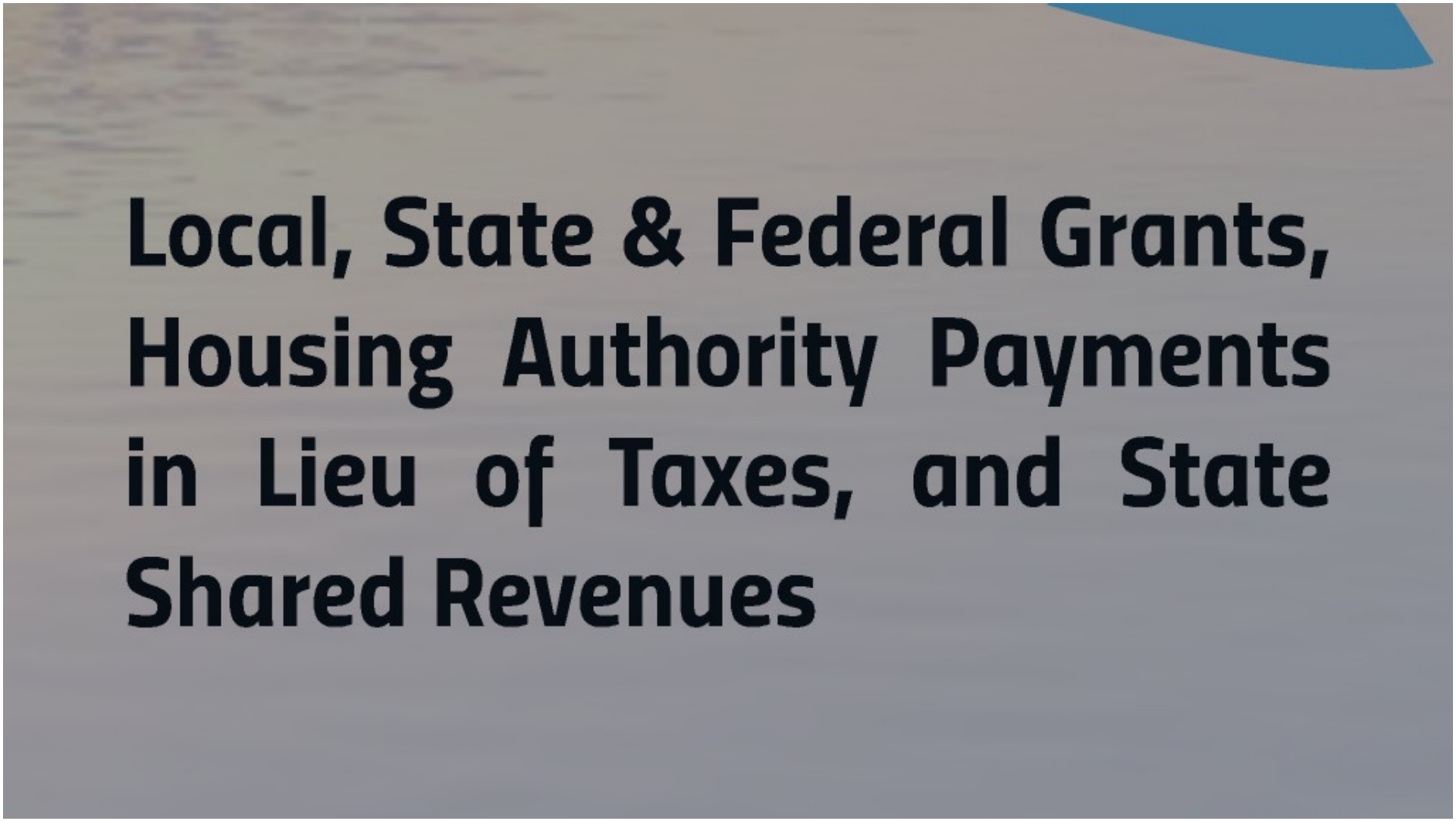


by Funding Source

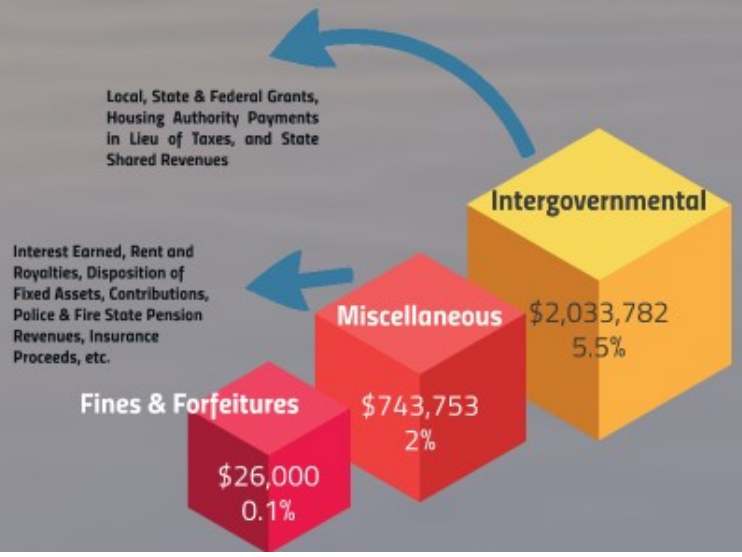
FY 2018 General Fund Revenue



by Funding Source

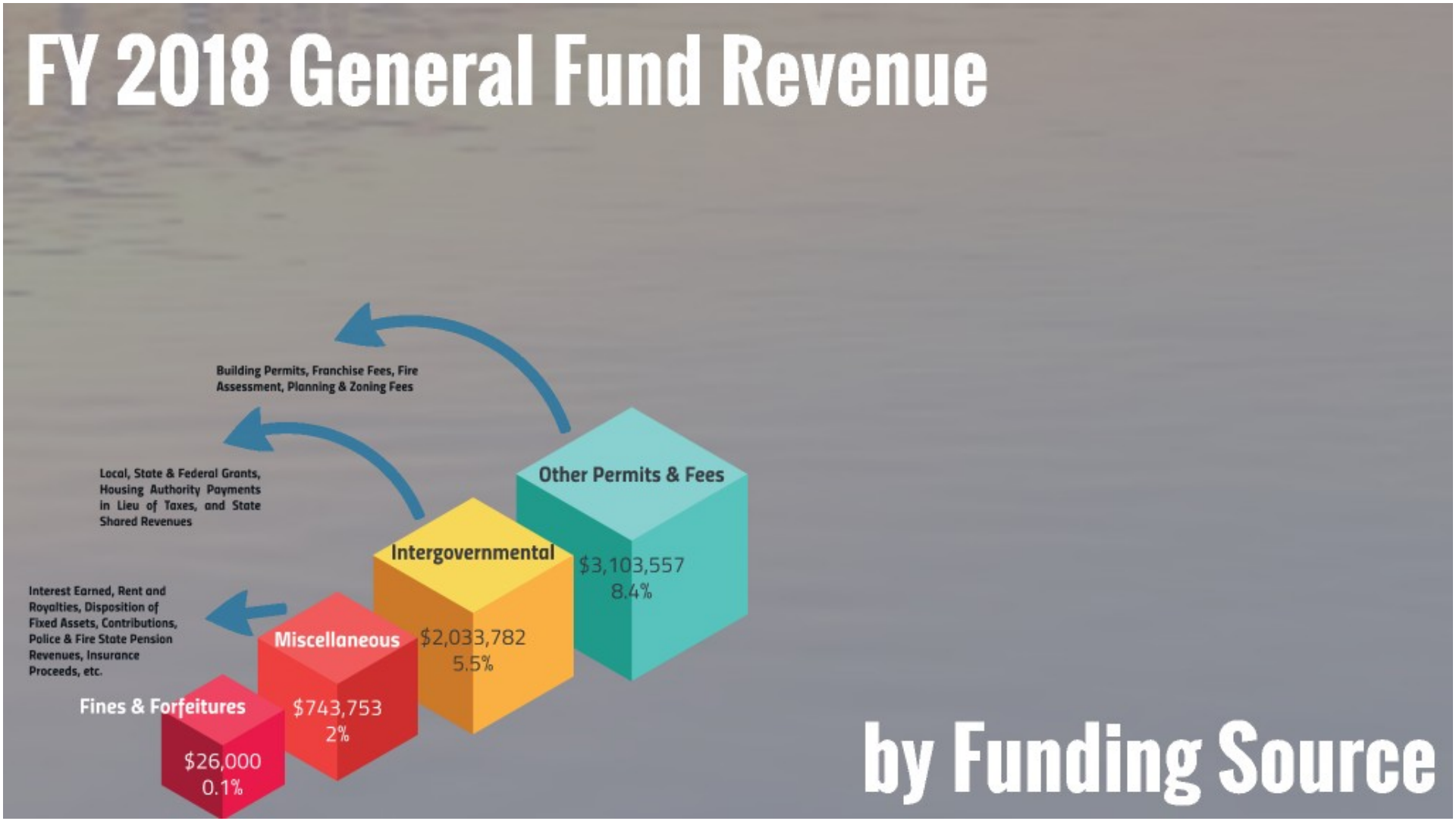

Local, State & Federal Grants,
Housing Authority Payments
in Lieu of Taxes, and State
Shared Revenues

FY 2018 General Fund Revenue



by Funding Source

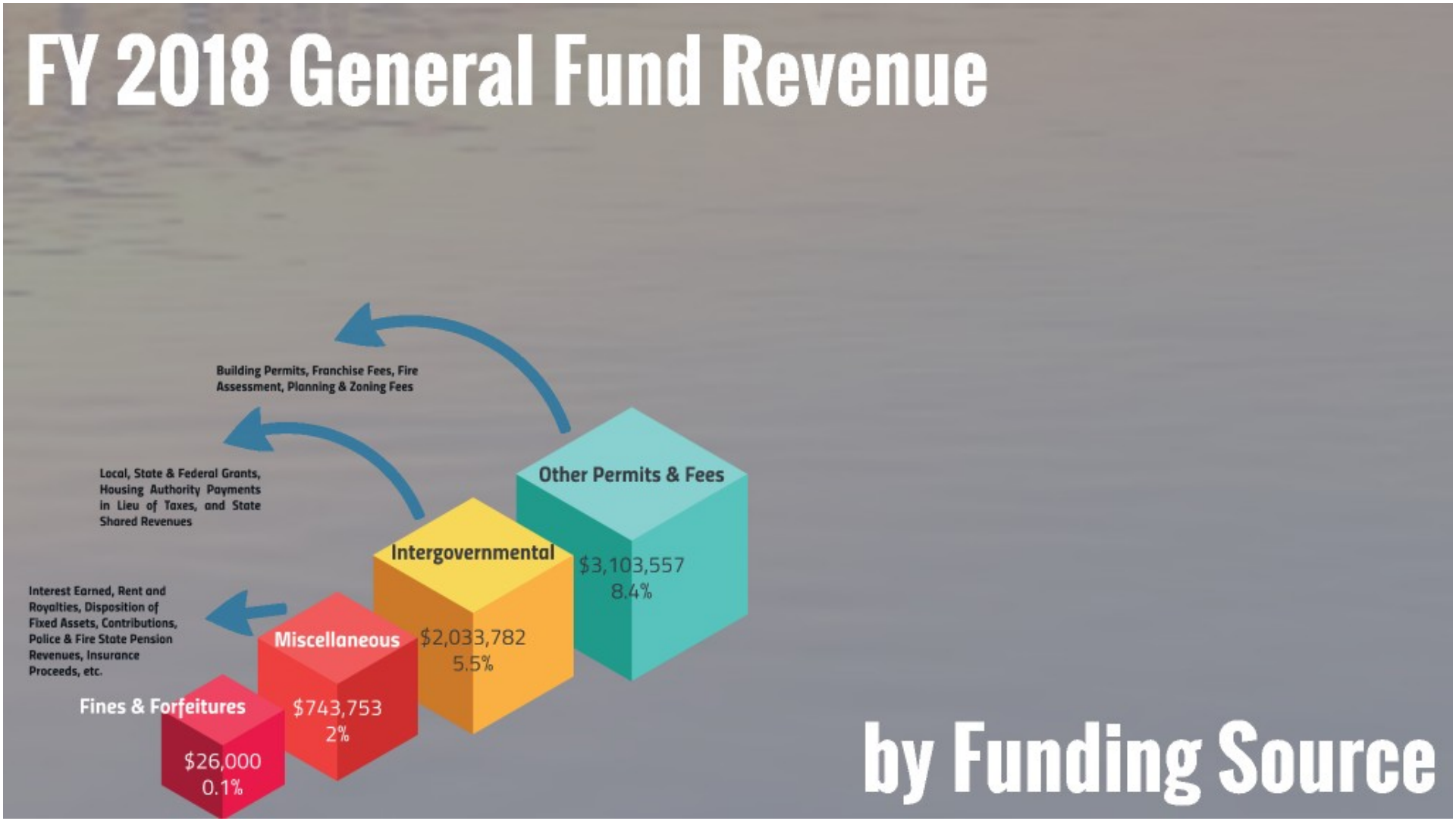
FY 2018 General Fund Revenue



by Funding Source

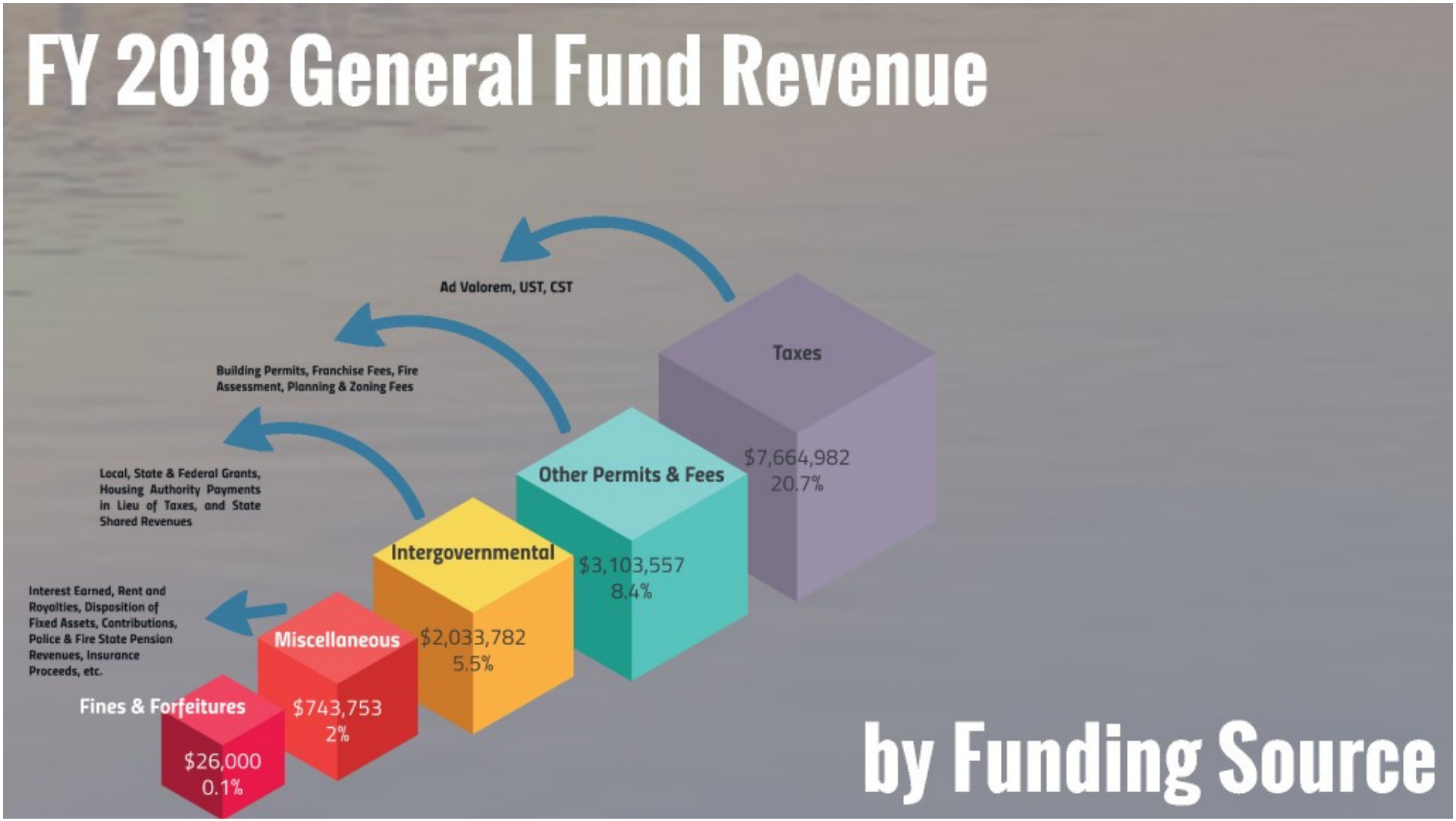

Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees

FY 2018 General Fund Revenue

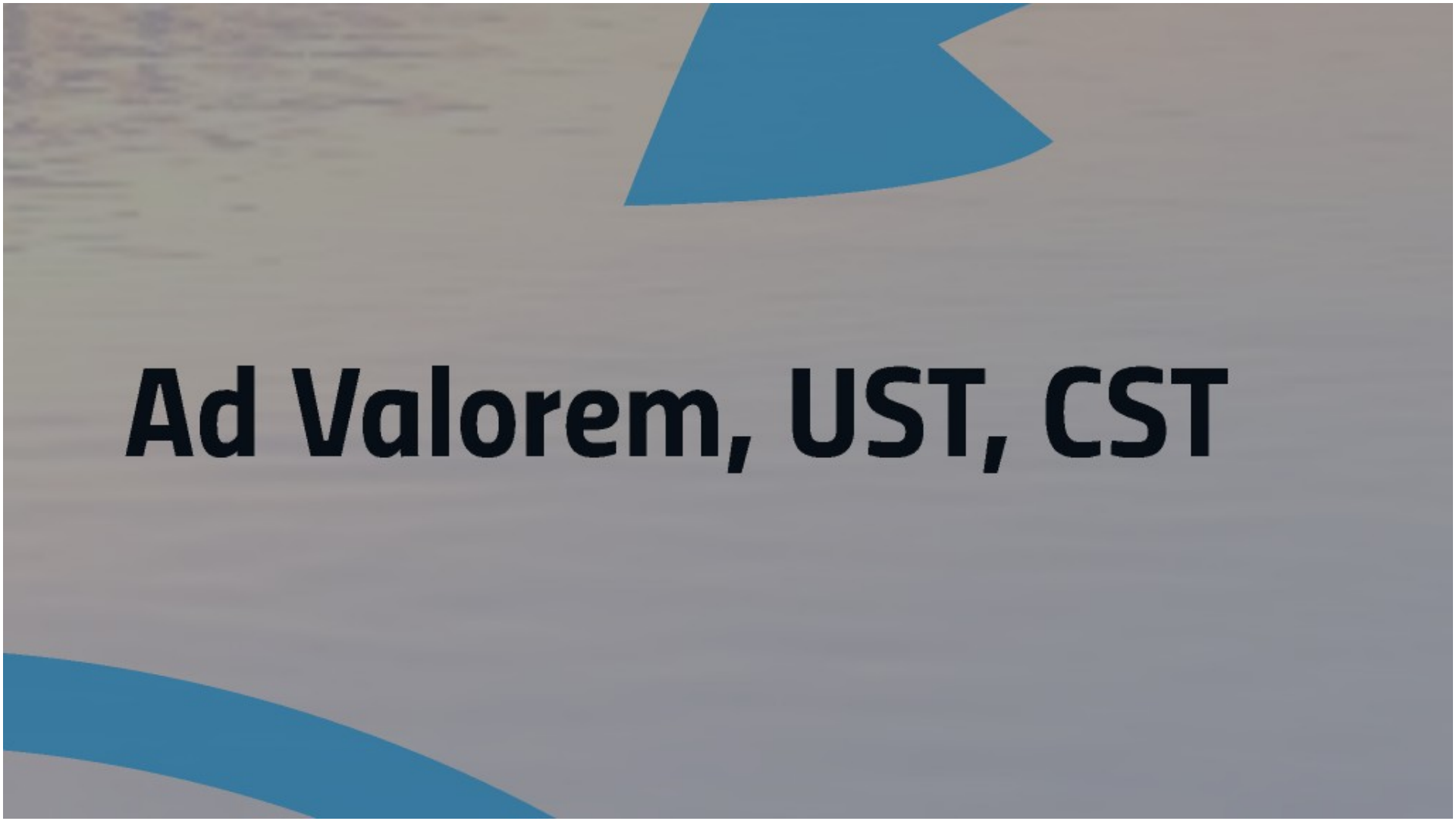


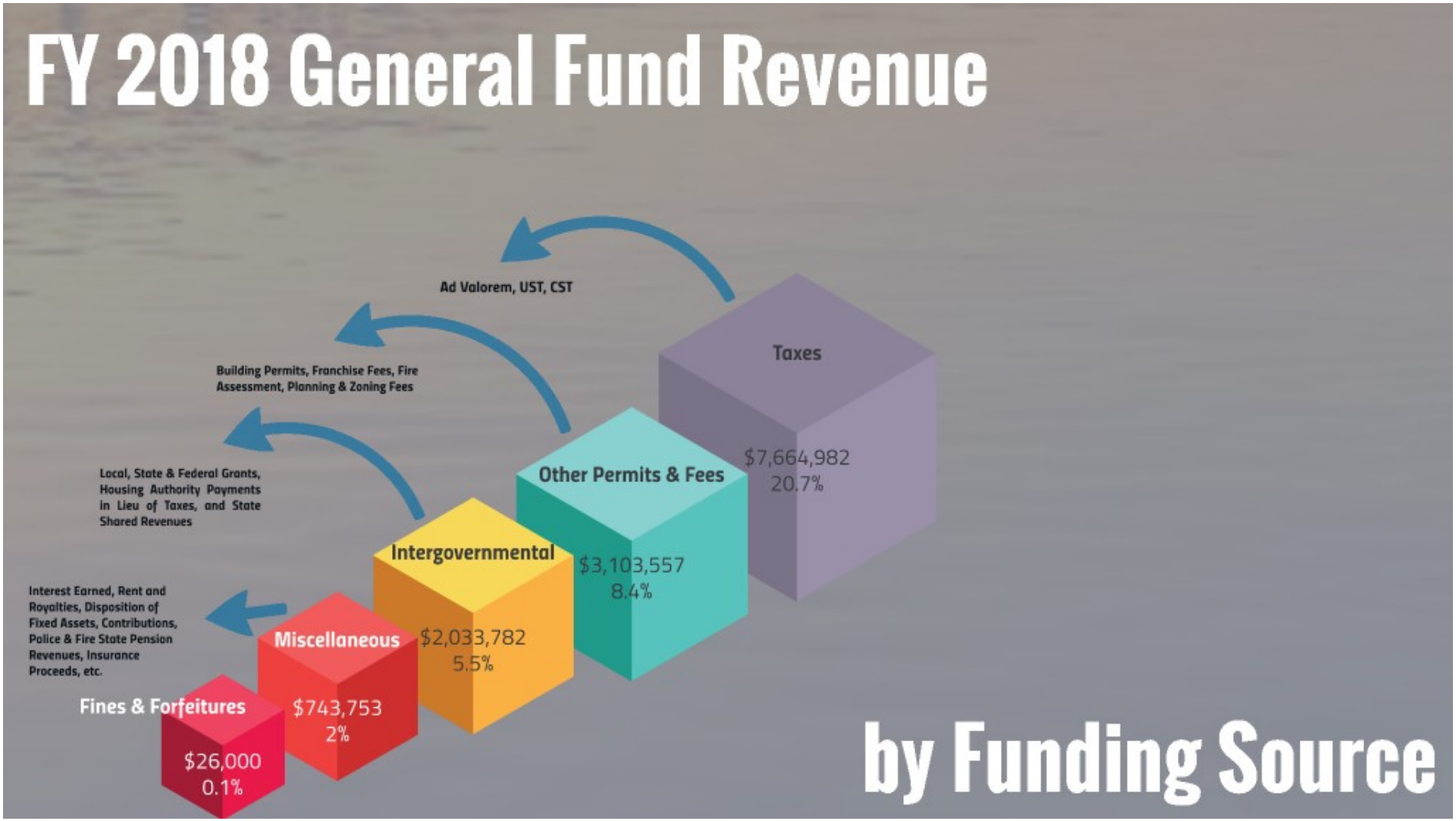
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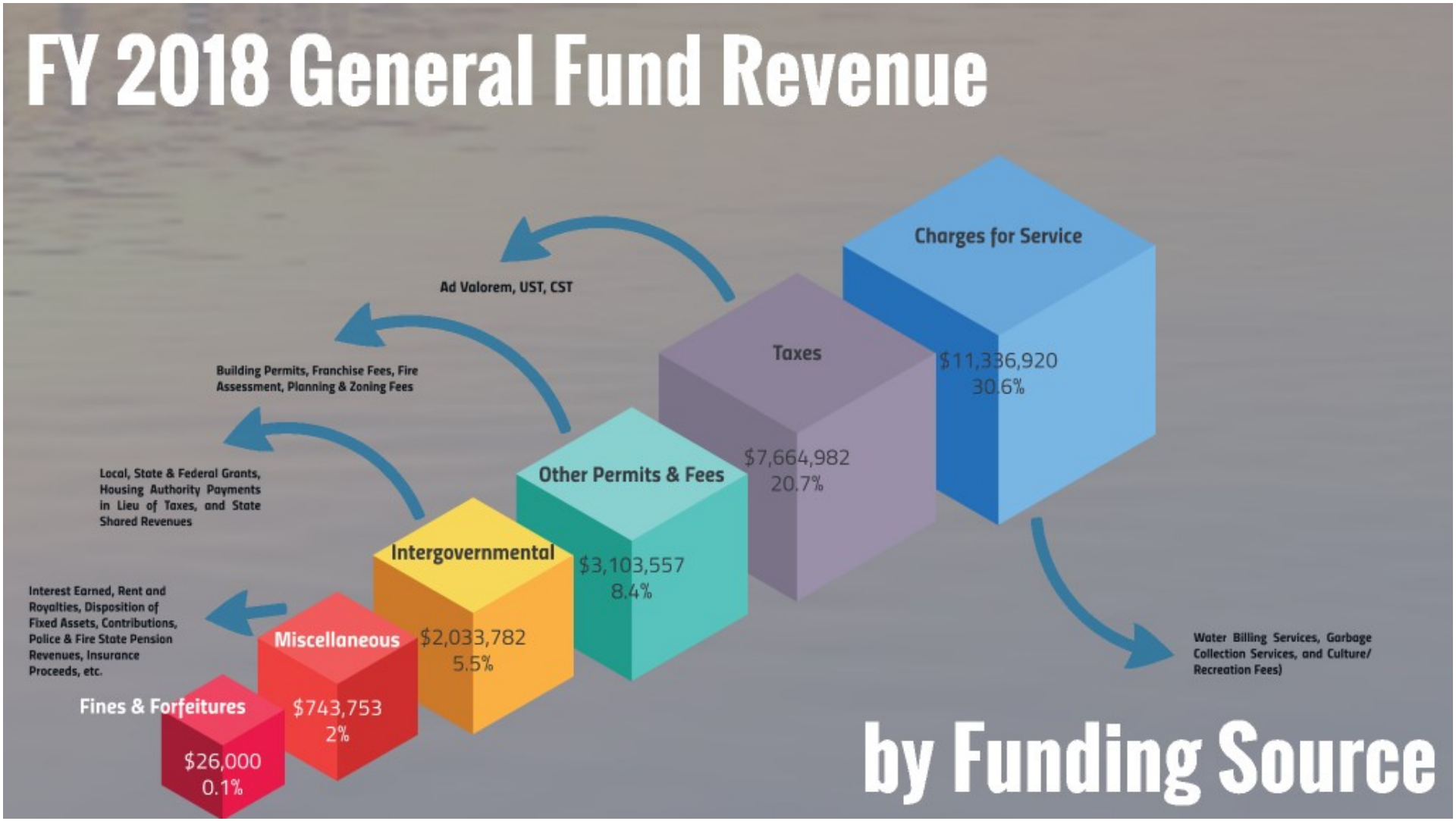
FY 2018 General Fund Revenue

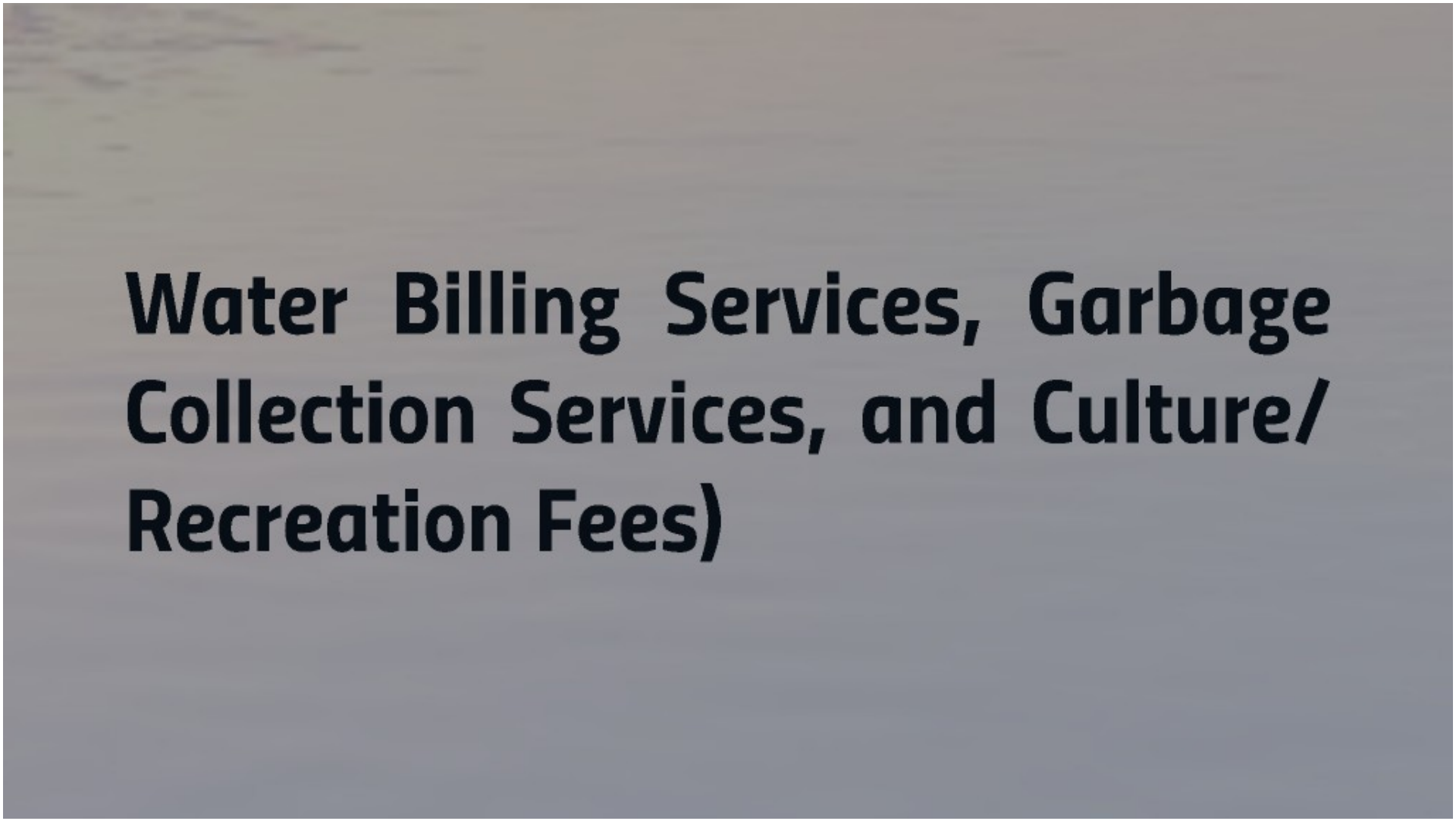


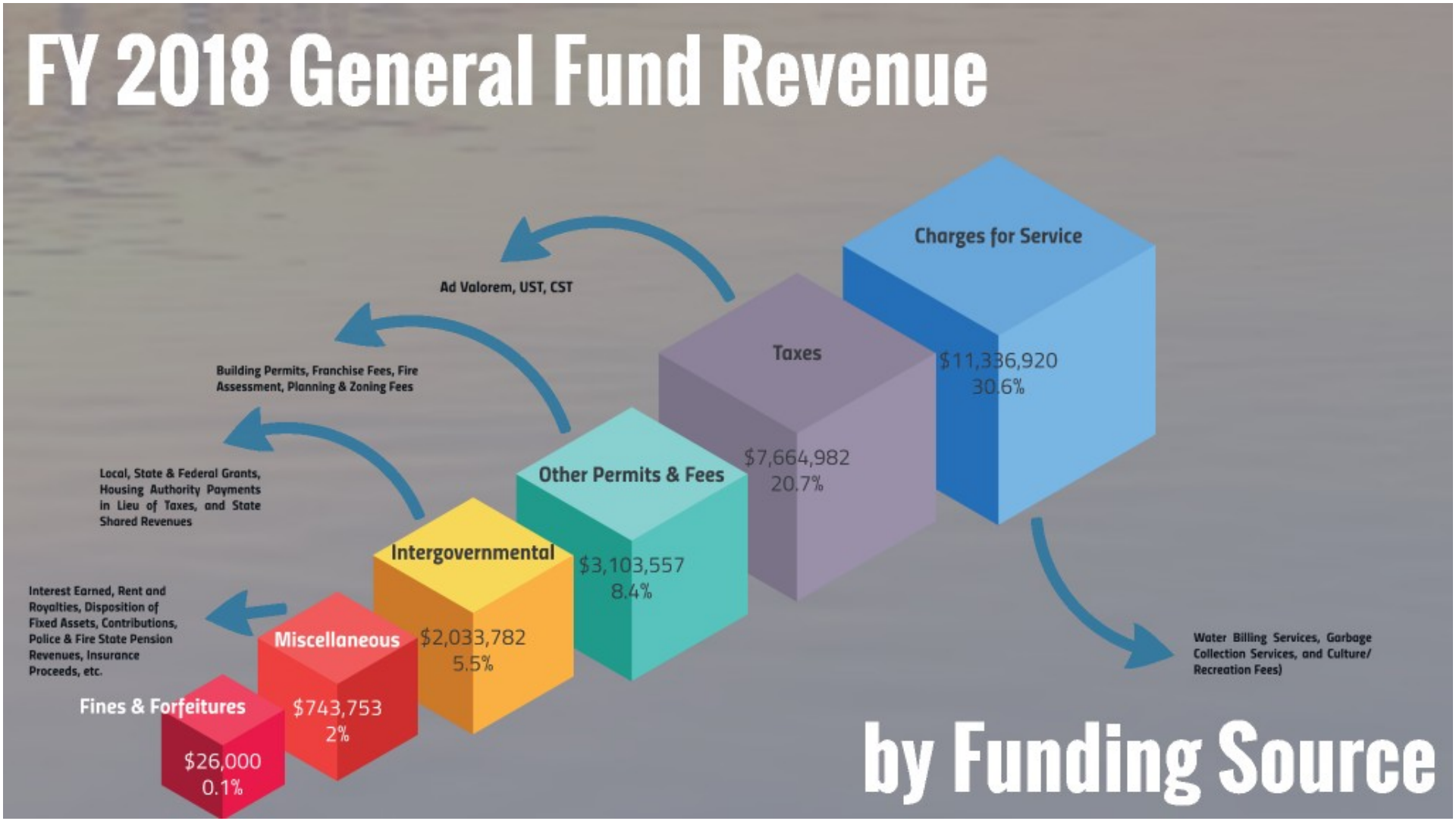
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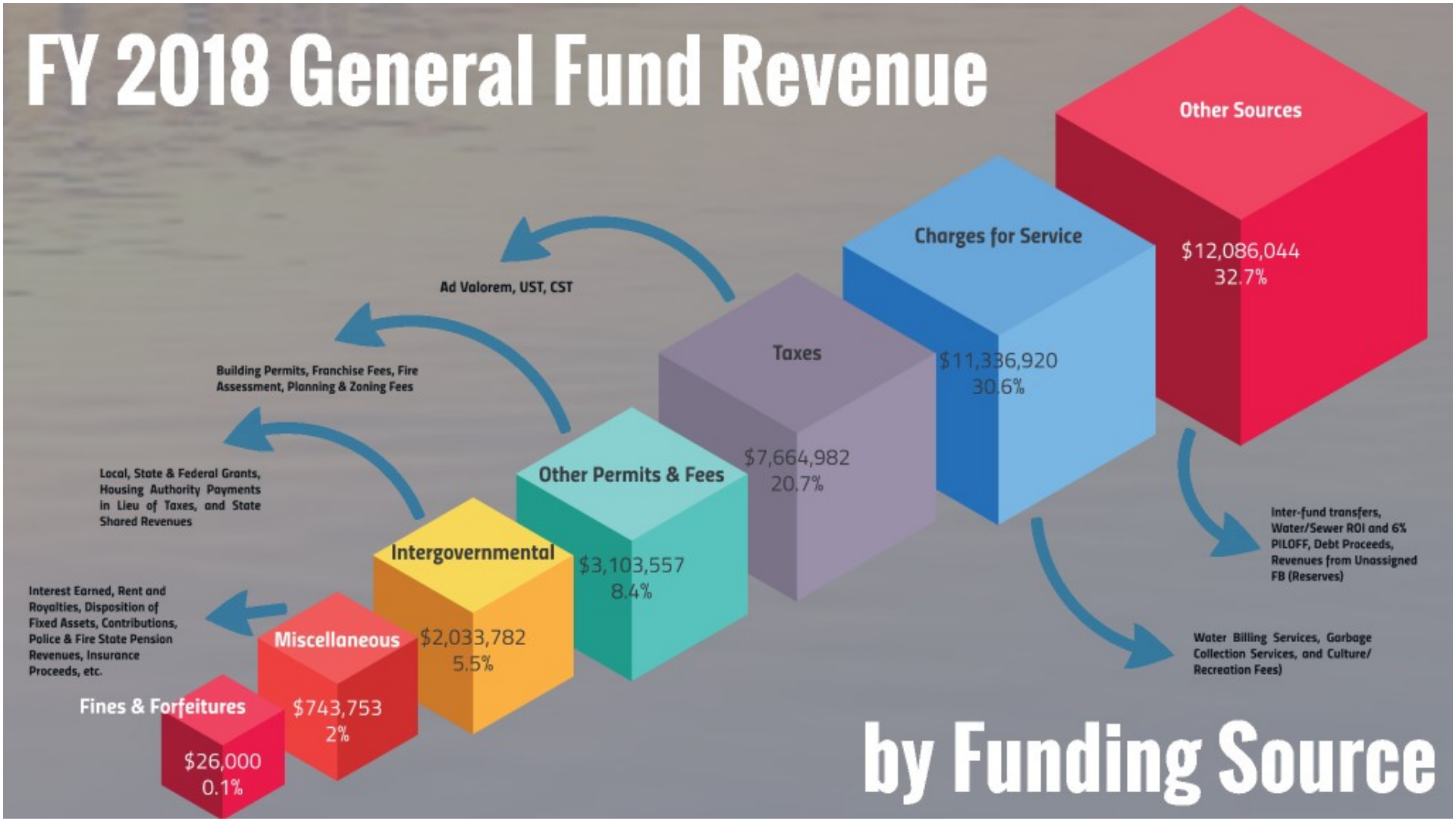

Ad Valorem, UST, CST

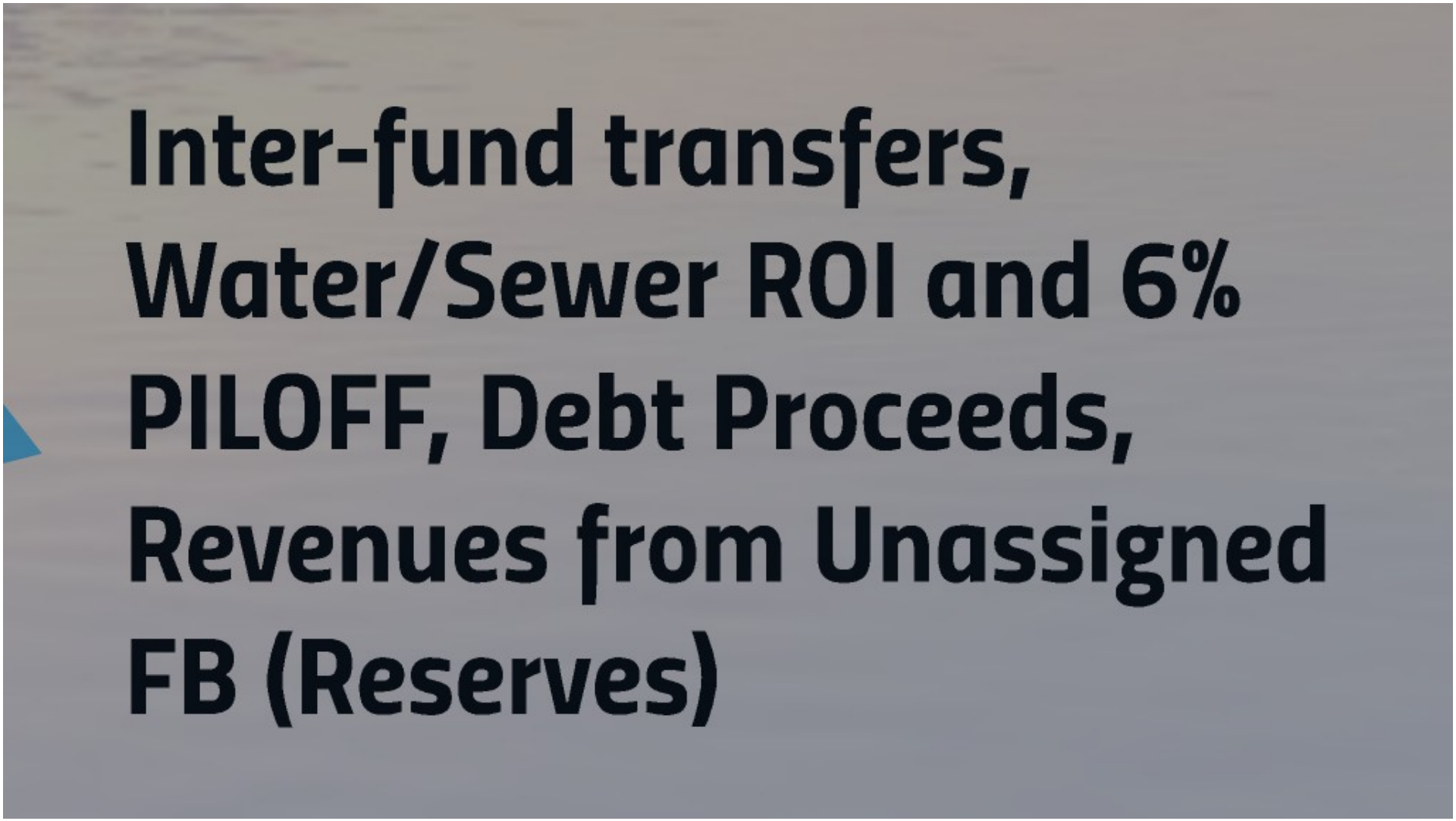

FY 2018 General Fund Revenue
Ad Valorem, UST, CST
Taxes
$7,664,982
20.7%
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Other Permits & Fees
$3,103,557
8.4%
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
Intergovernmental
$2,033,782
5.5%
Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.
Miscellaneous
$743,753
2%
Fines & Forfeitures
$26,000
0.1%
by Funding Source

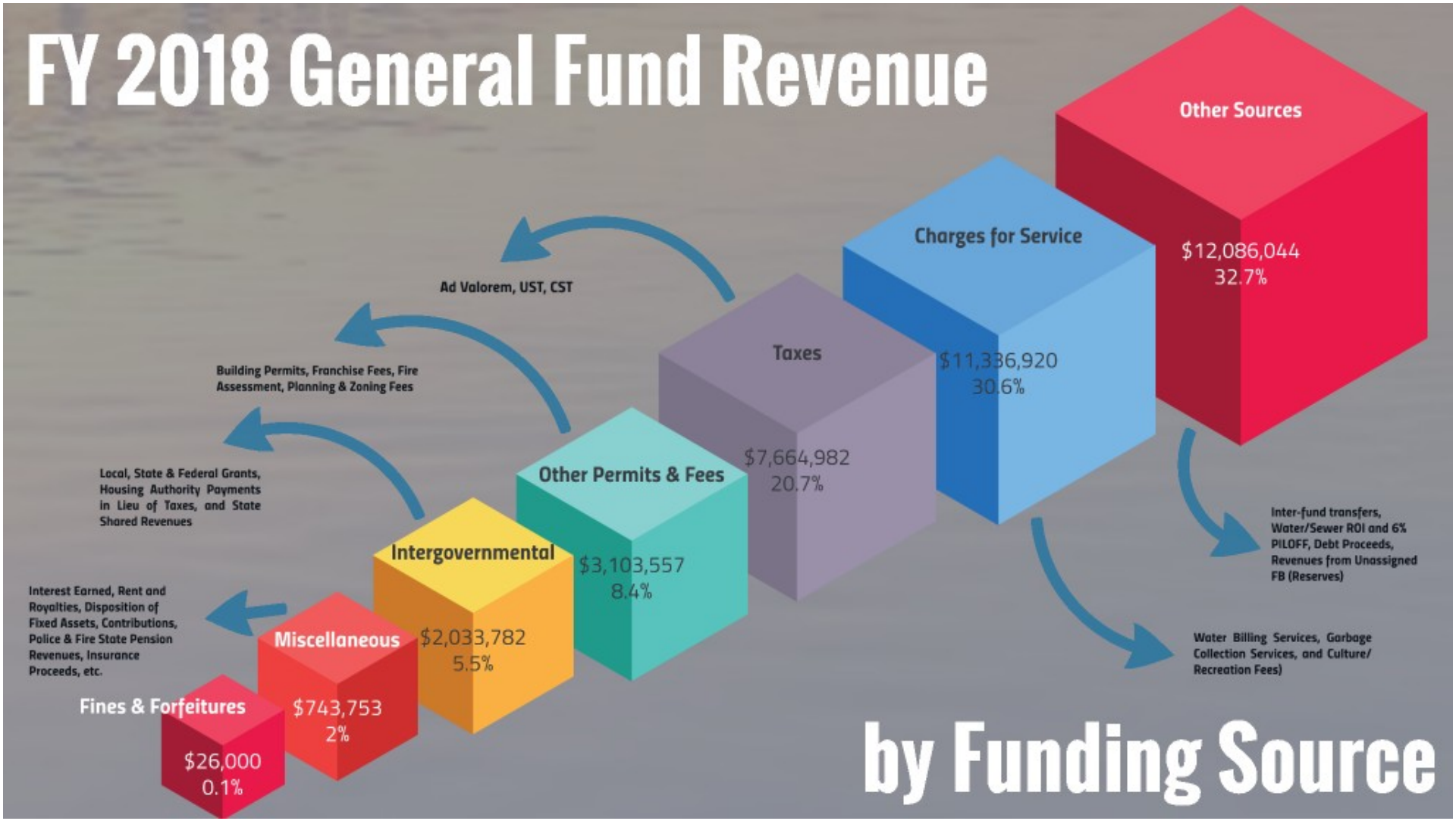

FY 2018 General Fund Revenue
Charges for Service
$11,336,920
30.6%
Ad Valorem, UST, CST
Taxes
$7,664,982
20.7%
Building Permits, Franchise Fees, Fire Assessment, Planning & Zoning Fees
Other Permits & Fees
$3,103,557
8.4%
Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
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Miscellaneous
$743,753
2%
Fines & Forfeitures
$26,000
0.1%
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source

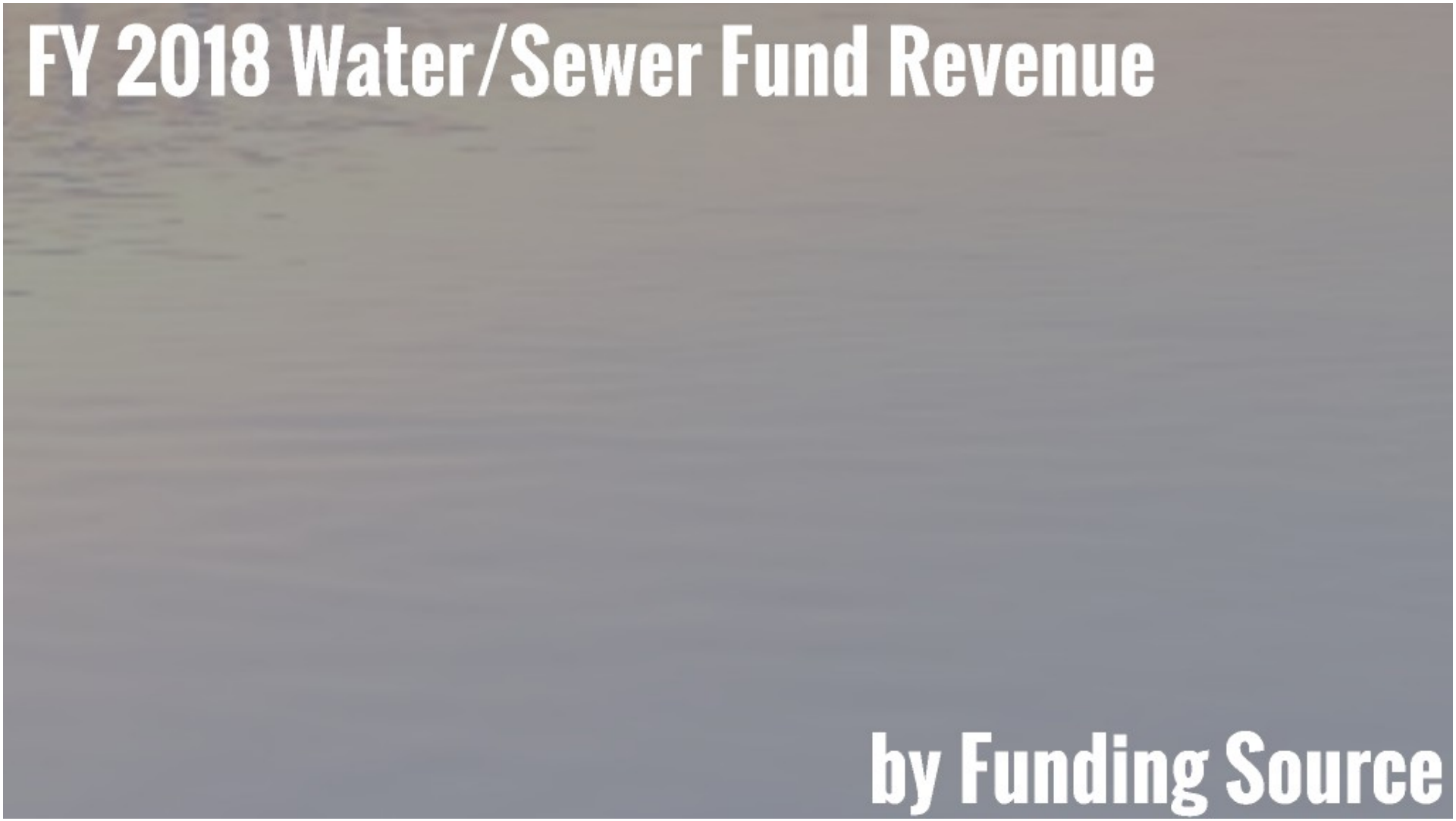

Water Billing Services, Garbage
Collection Services, and Culture/
Recreation Fees)


FY 2018 General Fund Revenue
Charges for Service
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$743,753
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Fines & Forfeitures
$26,000
0.1%
Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2018 General Fund Revenue
Other Sources
$12,086,044
32.7%
Charges for Service
$11,336,920
30.6%
Taxes
$7,664,982
20.7%
Other Permits & Fees
$3,103,557
8.4%
Intergovernmental
$2,033,782
5.5%
Miscellaneous
$743,753
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


Inter-fund transfers,
Water/Sewer ROI and 6%
PILOFF, Debt Proceeds,
Revenues from Unassigned
FB (Reserves)

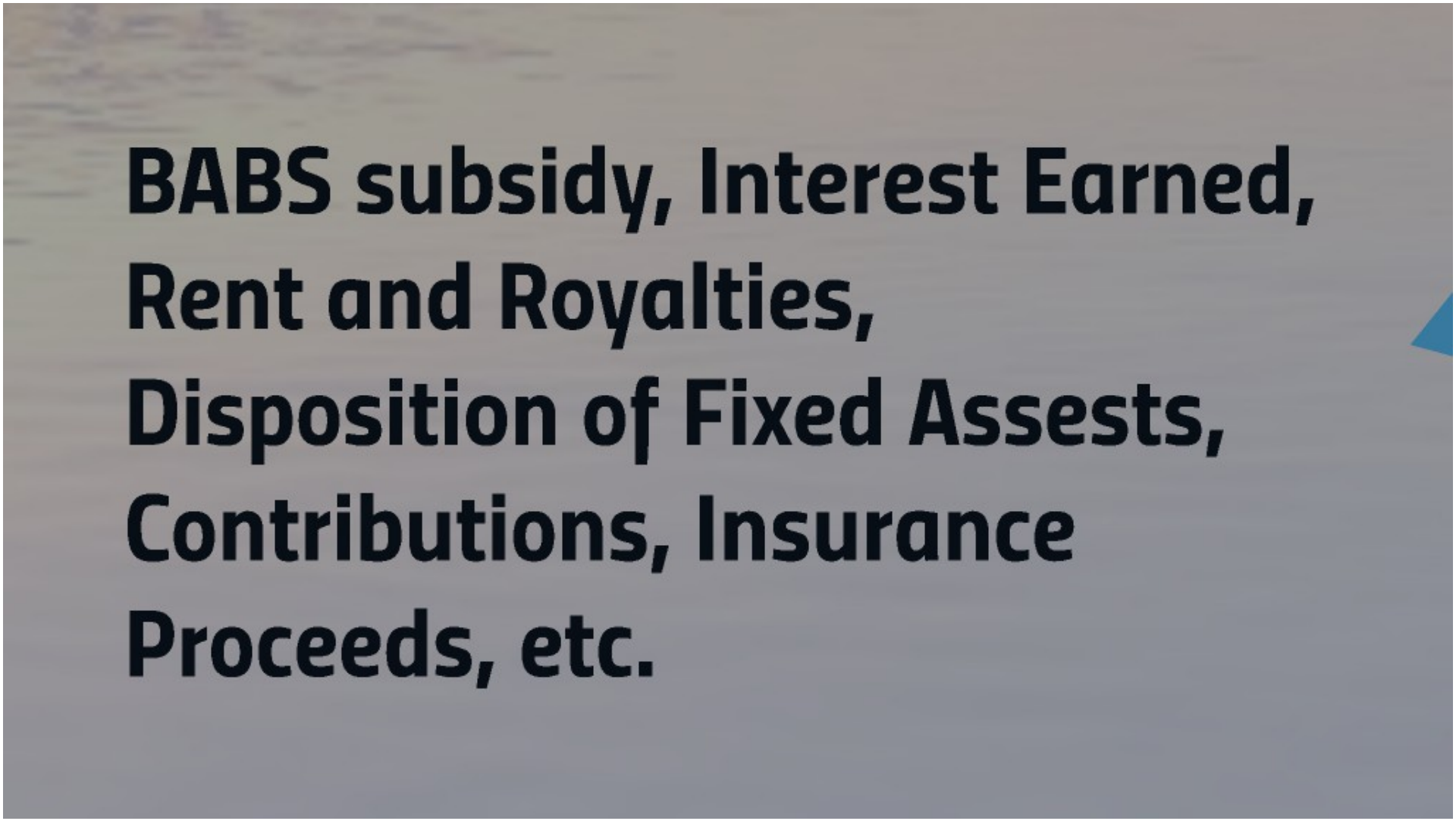

FY 2018 General Fund Revenue
Other Sources
$12,086,044
32.7%
Charges for Service
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Ad Valorem, UST, CST
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Water Billing Services, Garbage Collection Services, and Culture/ Recreation Fees)
by Funding Source


FY 2018 Water/Sewer Fund Revenue
by Funding Source

FY 2018 Water/Sewer Fund Revenue



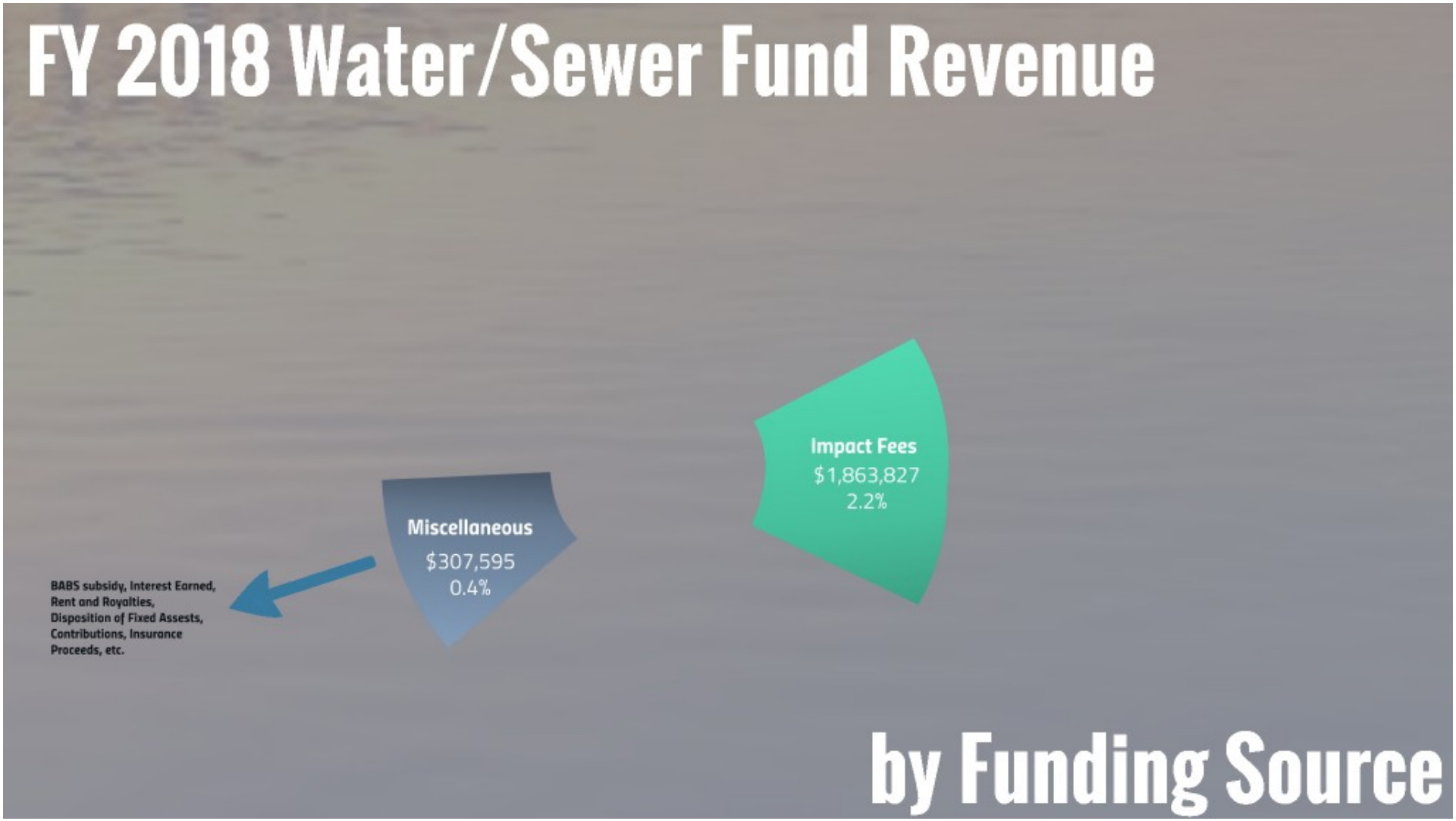
by Funding Source

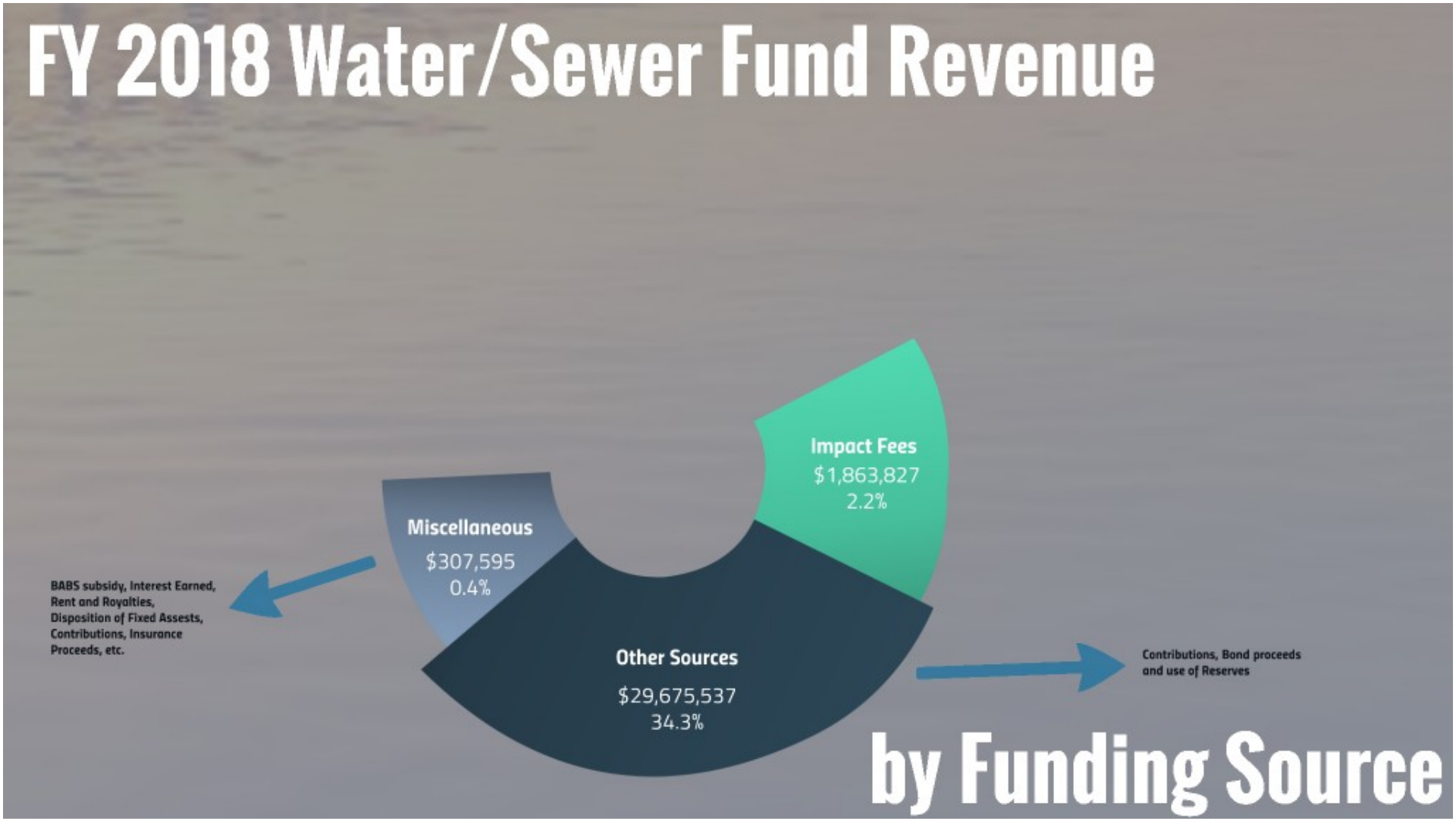

BABS subsidy, Interest Earned,
Rent and Royalties,
Disposition of Fixed Assests,
Contributions, Insurance
Proceeds, etc.

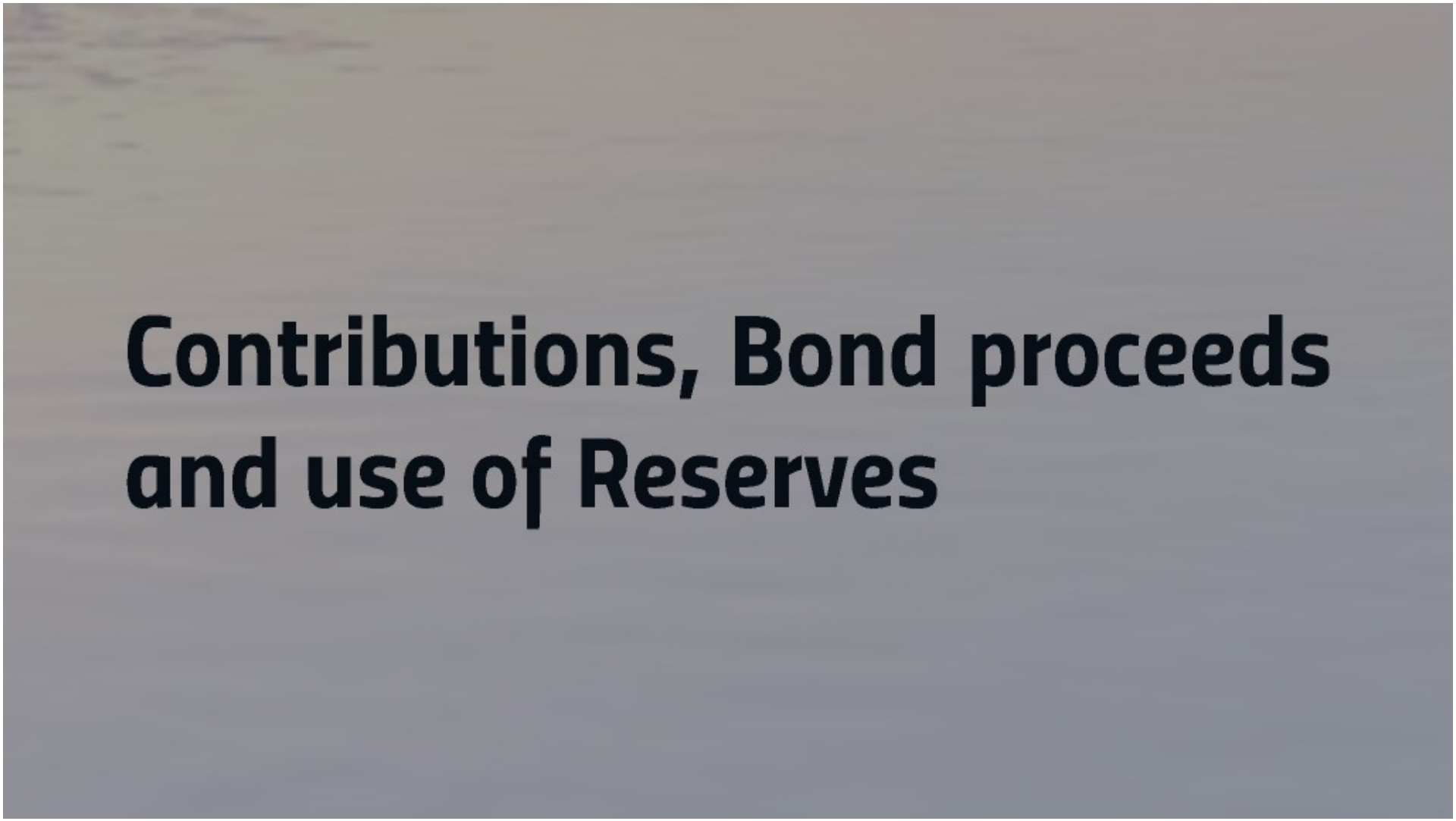
FY 2018 Water/Sewer Fund Revenue

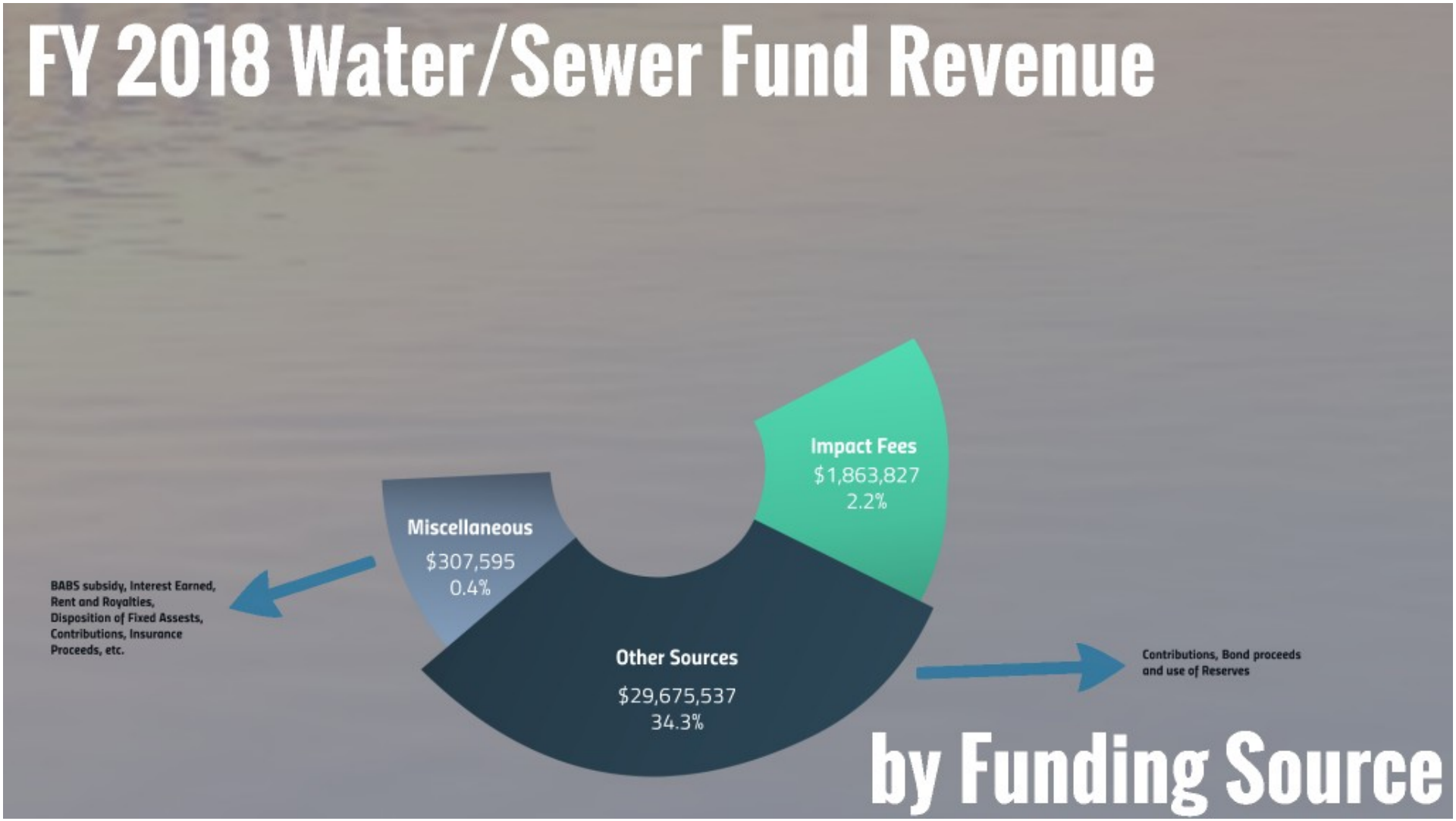


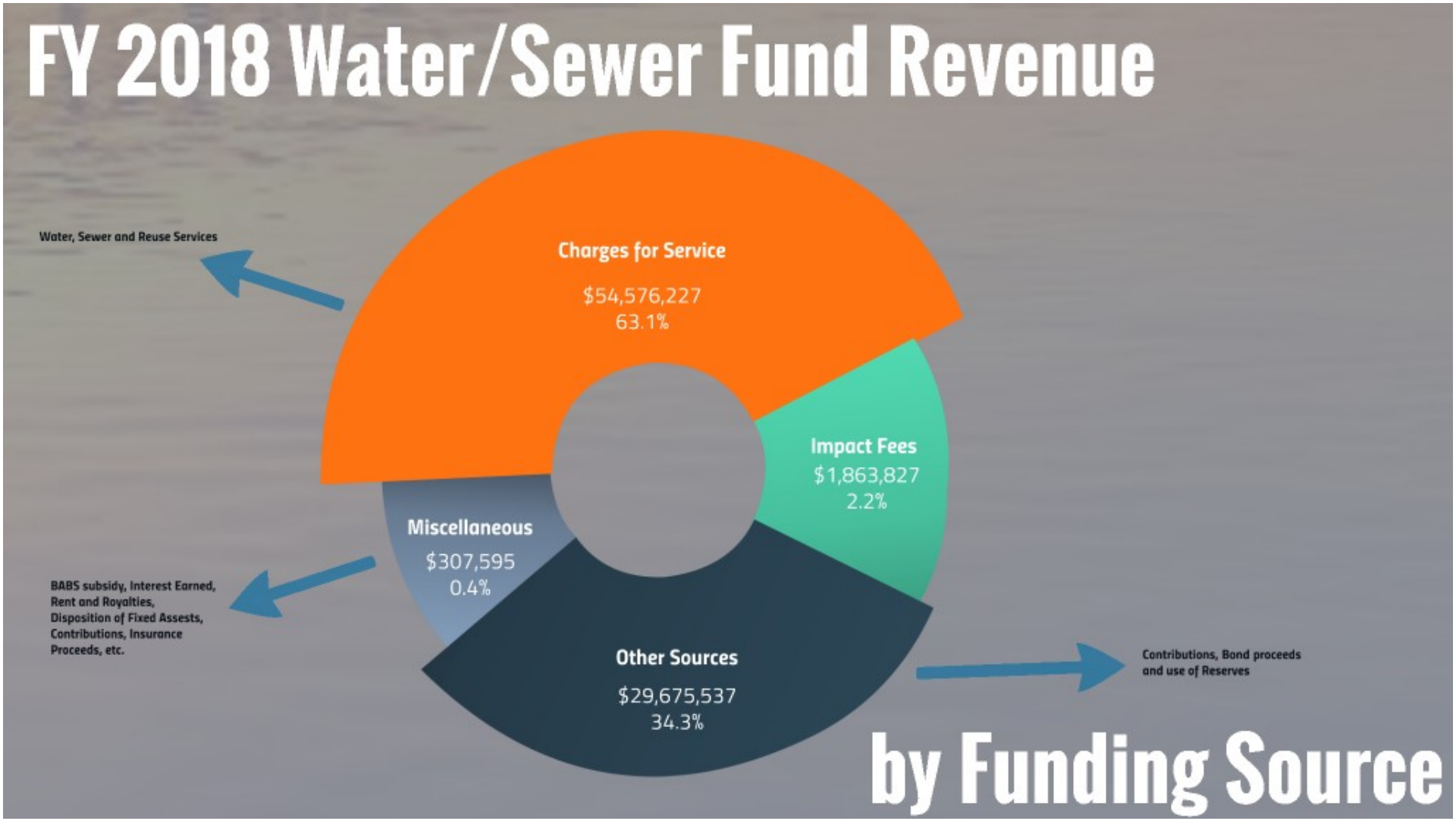
by Funding Source

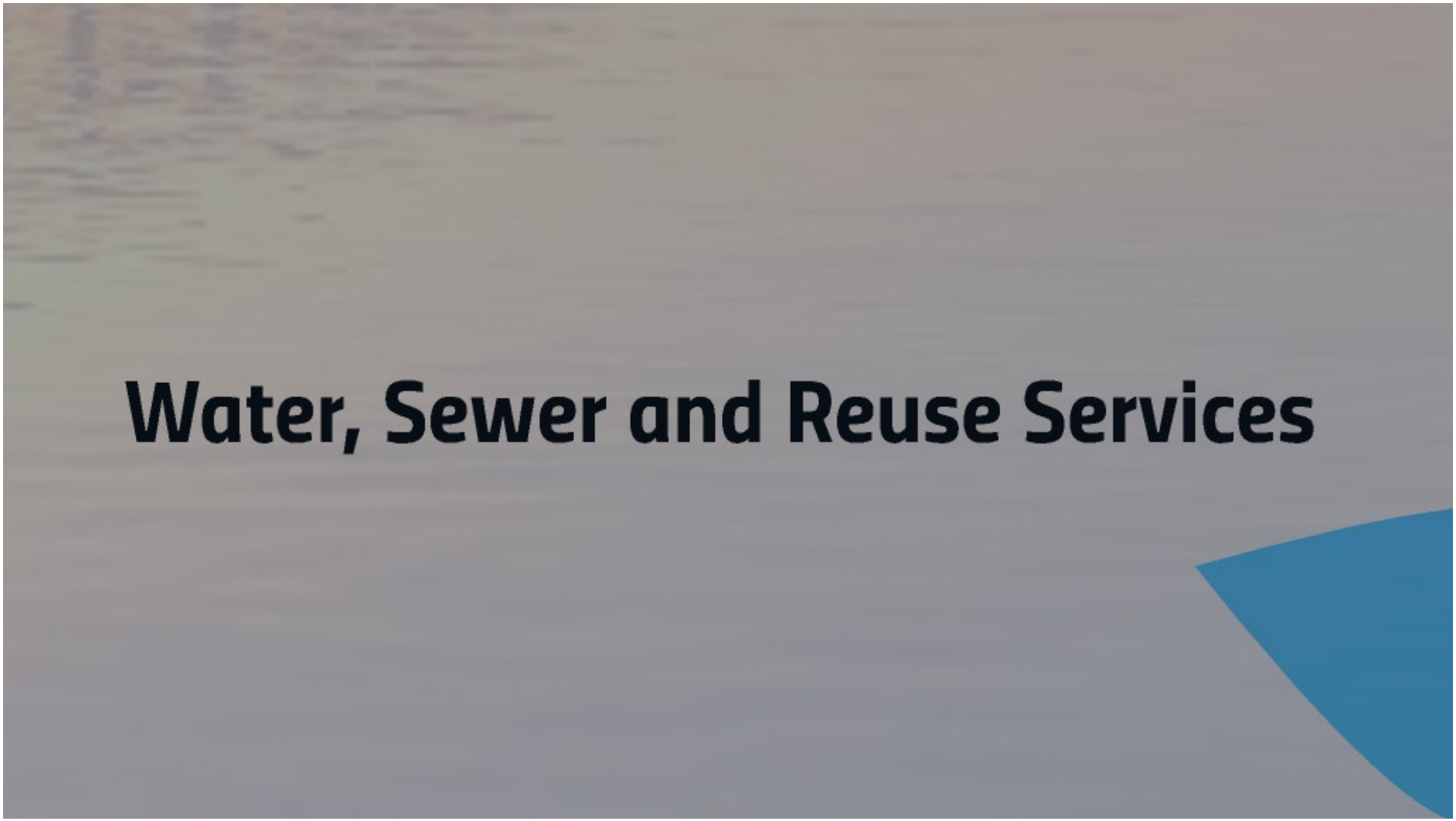

FY 2018 Water/Sewer Fund Revenue
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
by Funding Source

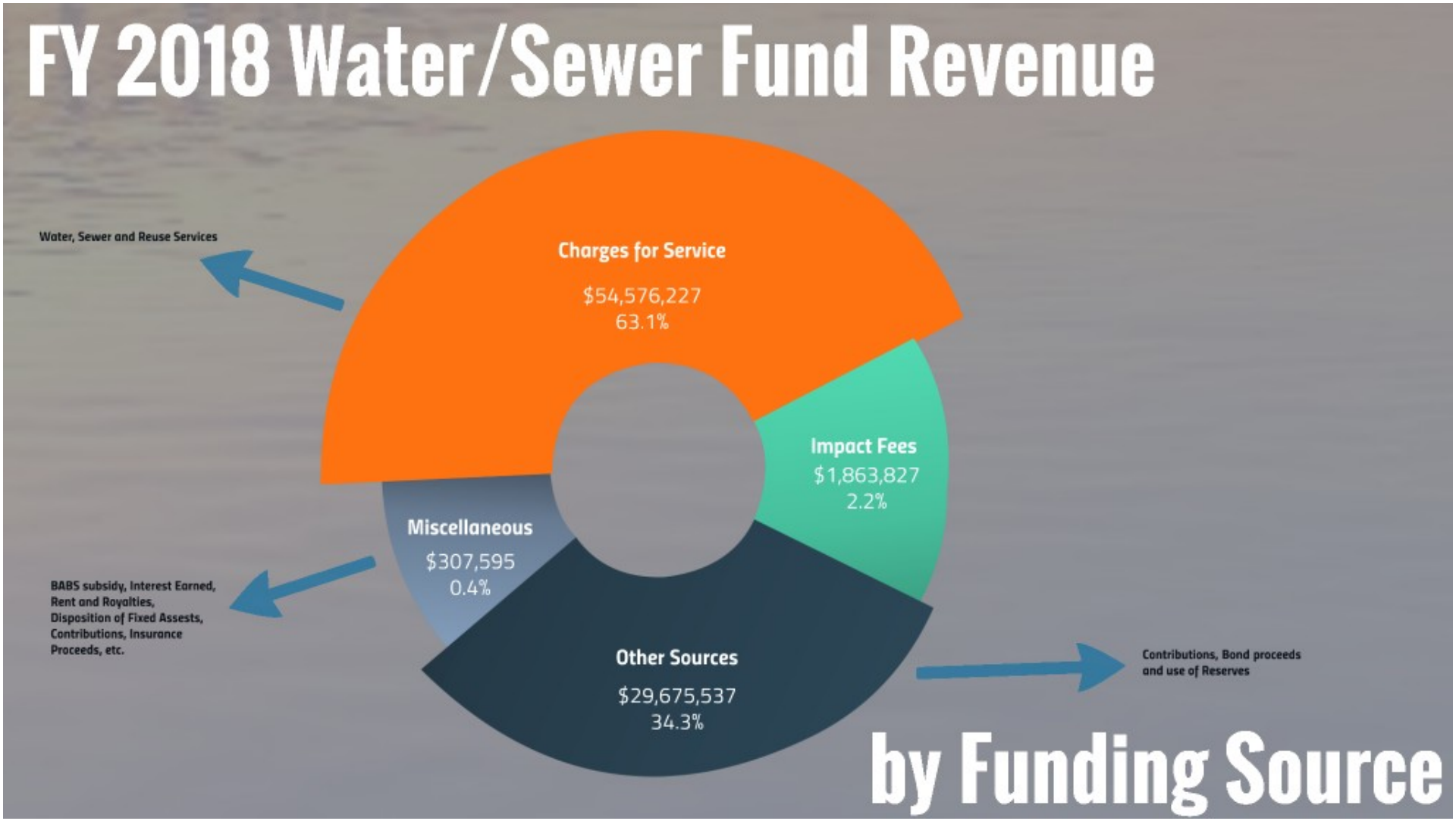

FY 2018 Water/Sewer Fund Revenue
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2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,675,537
34.3%
Contributions, Bond proceeds and use of Reserves
by Funding Source


Contributions, Bond proceeds
and use of Reserves

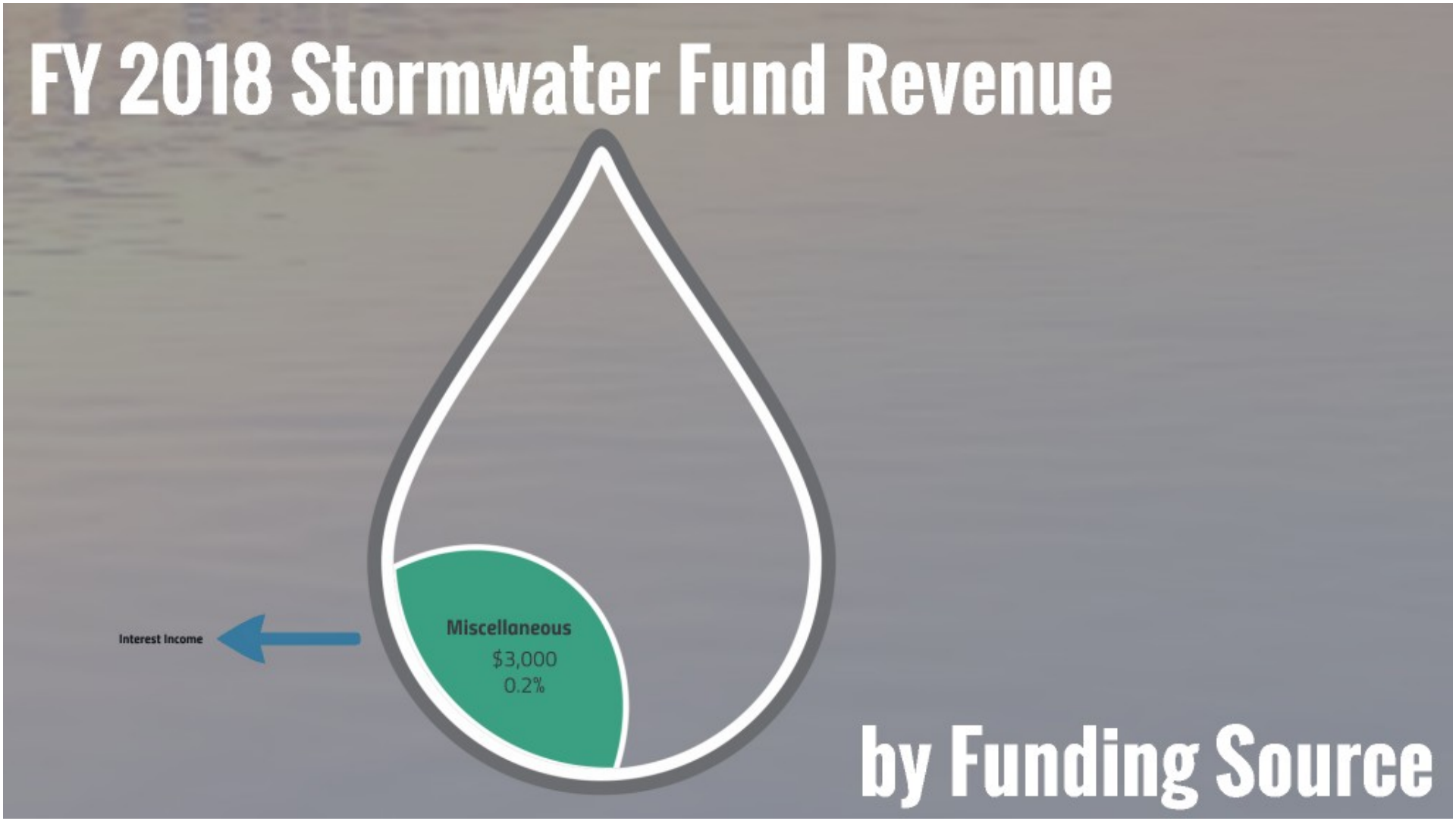

FY 2018 Water/Sewer Fund Revenue
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Contributions, Bond proceeds and use of Reserves
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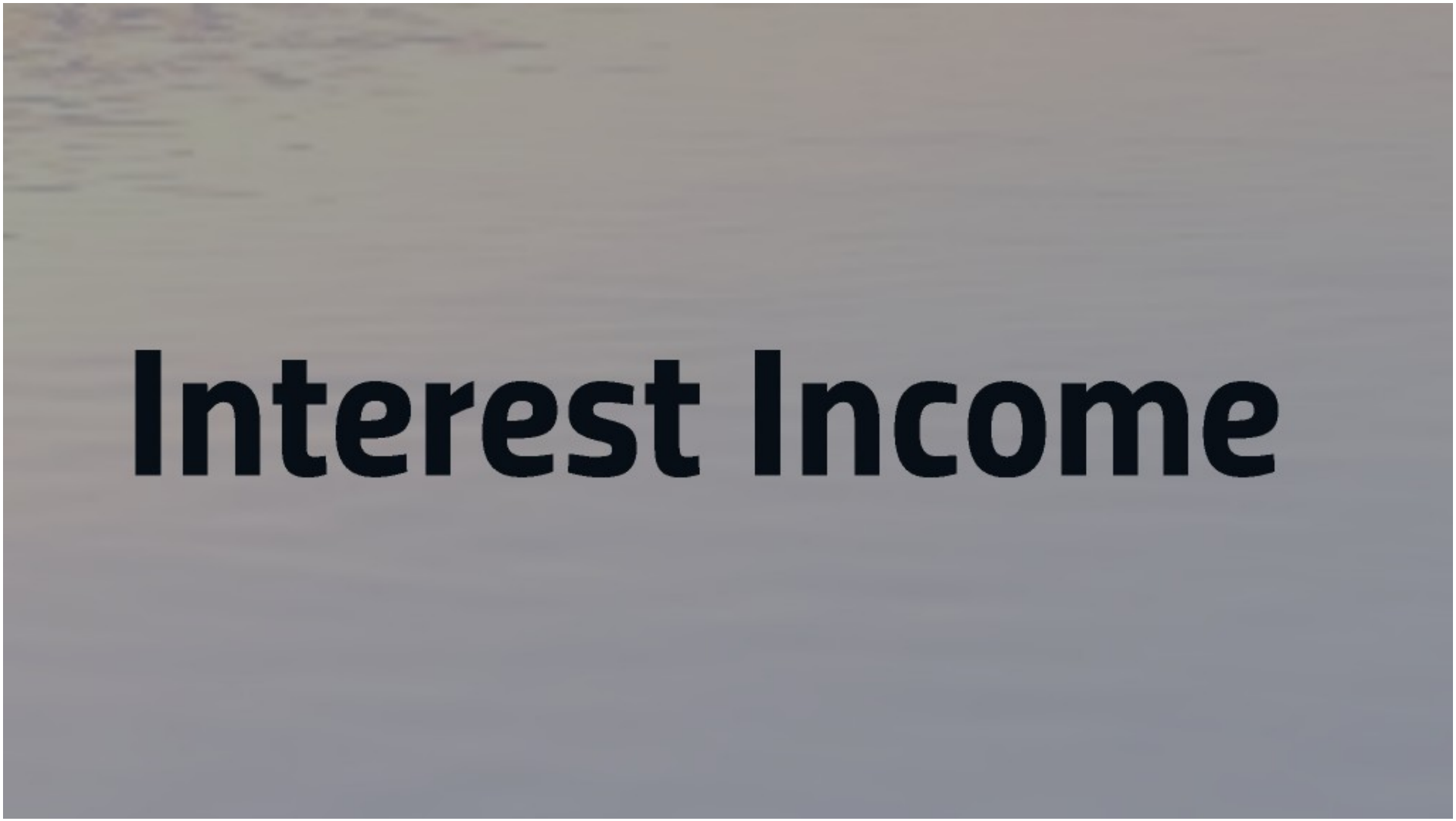

FY 2018 Water/Sewer Fund Revenue
Water, Sewer and Reuse Services
Charges for Service
$54,576,227
63.1%
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,675,537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

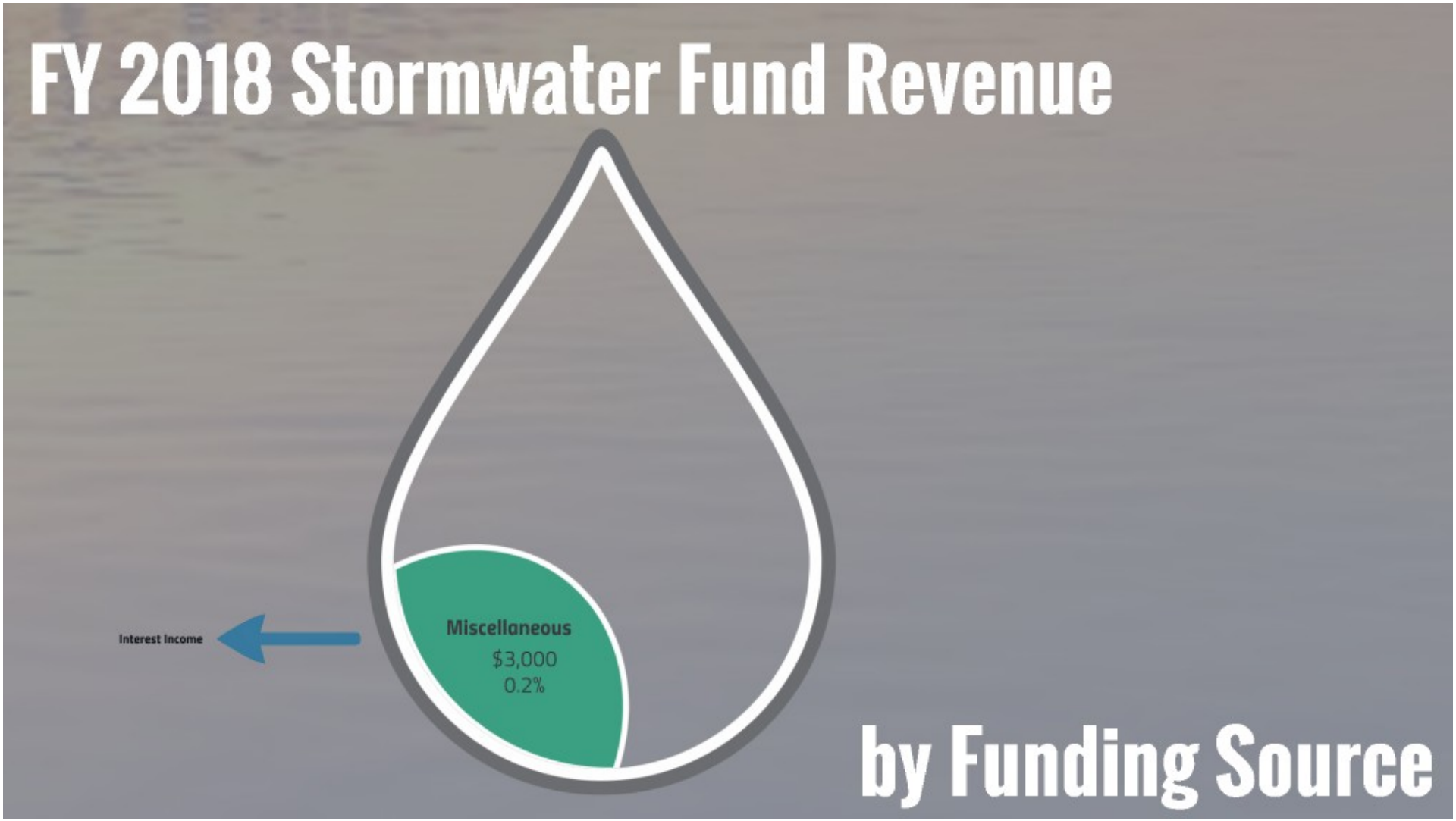

Water, Sewer and Reuse Services

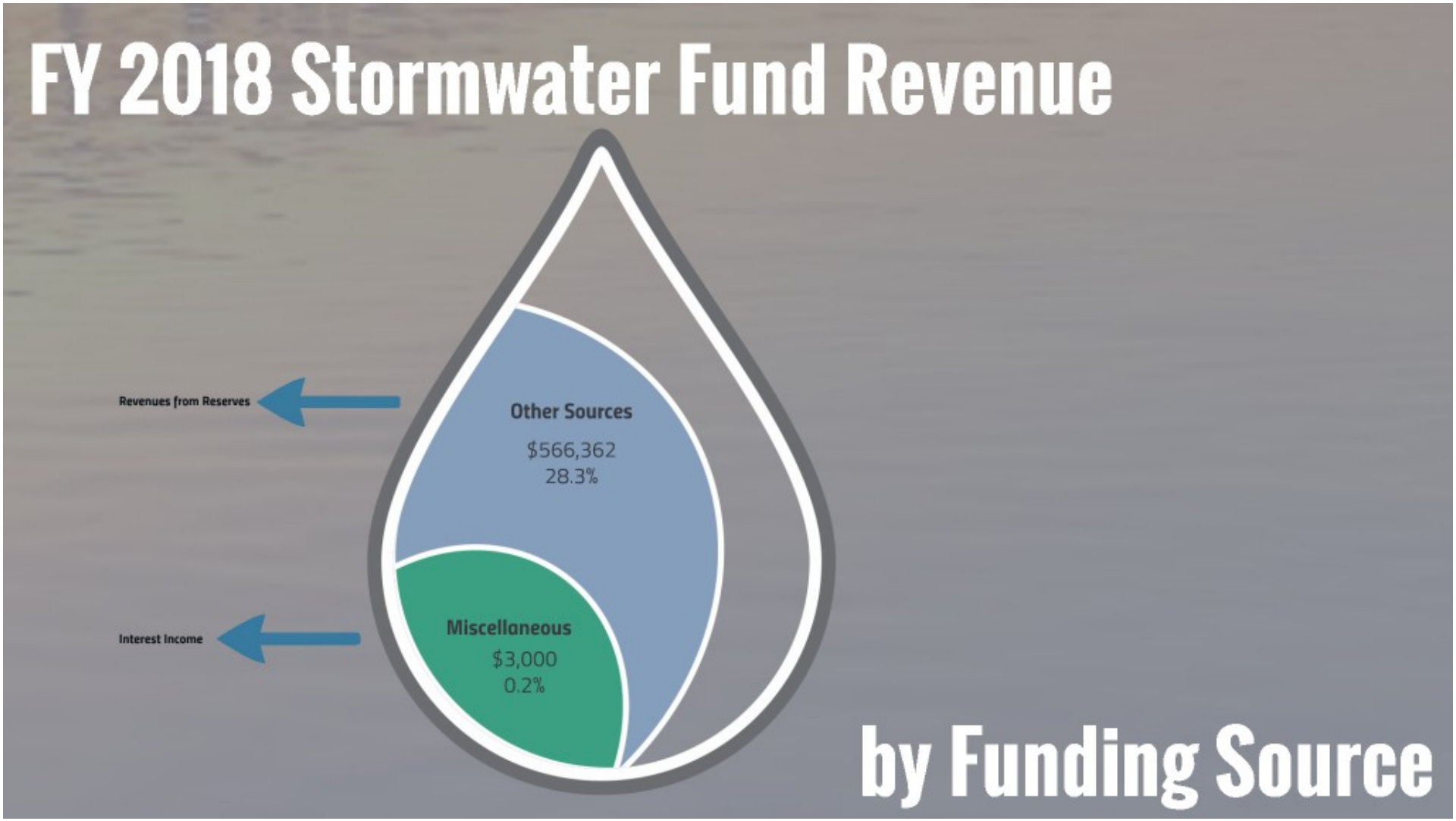

FY 2018 Water/Sewer Fund Revenue
Water, Sewer and Reuse Services
Charges for Service
$54,576,227
63.1%
Impact Fees
$1,863,827
2.2%
Miscellaneous
$307,595
0.4%
BABS subsidy, Interest Earned, Rent and Royalties, Disposition of Fixed Assests, Contributions, Insurance Proceeds, etc.
Other Sources
$29,675,537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


FY 2018 Stormwater Fund Revenue
by Funding Source

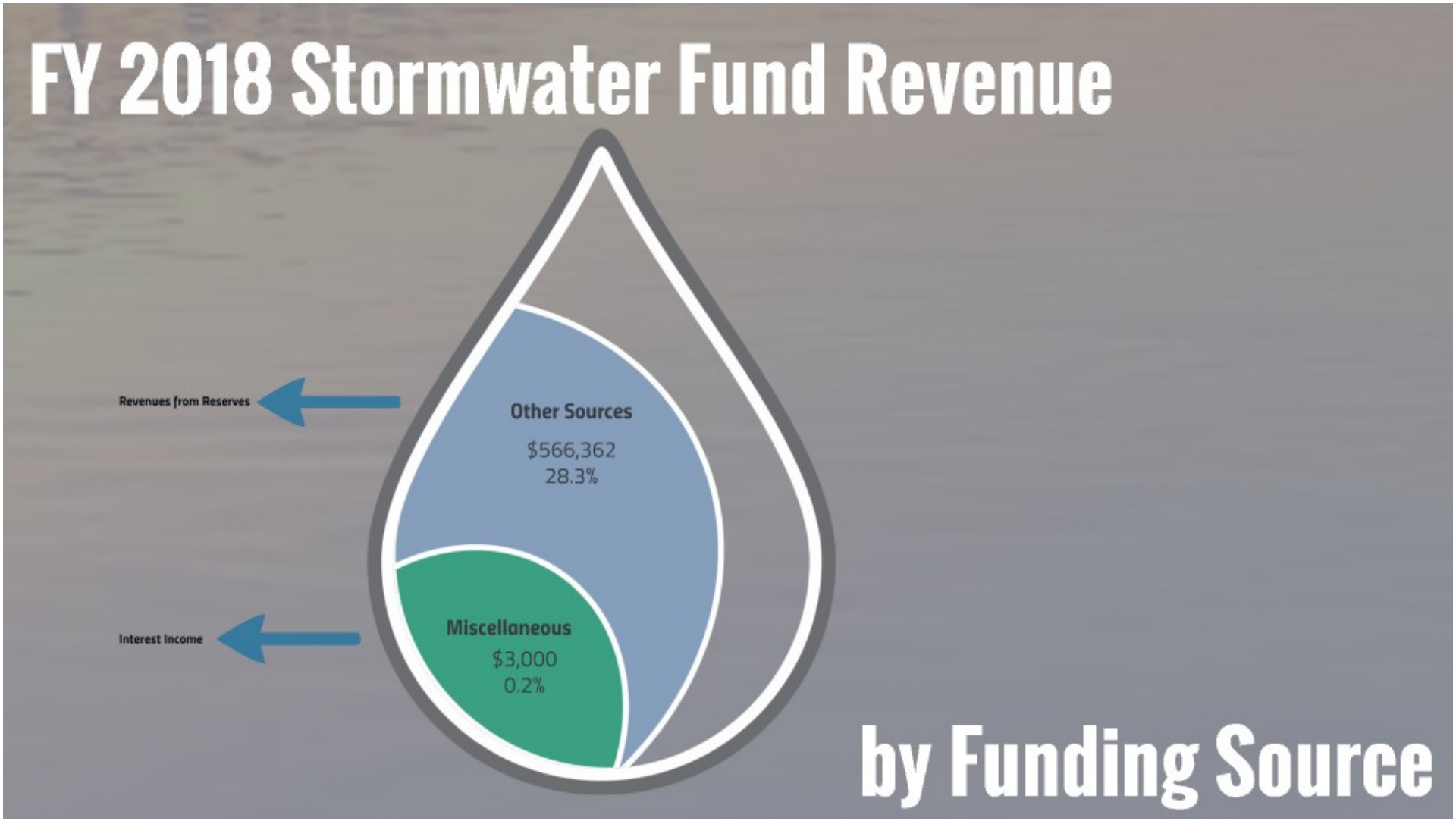

FY 2018 Stormwater Fund Revenue
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source

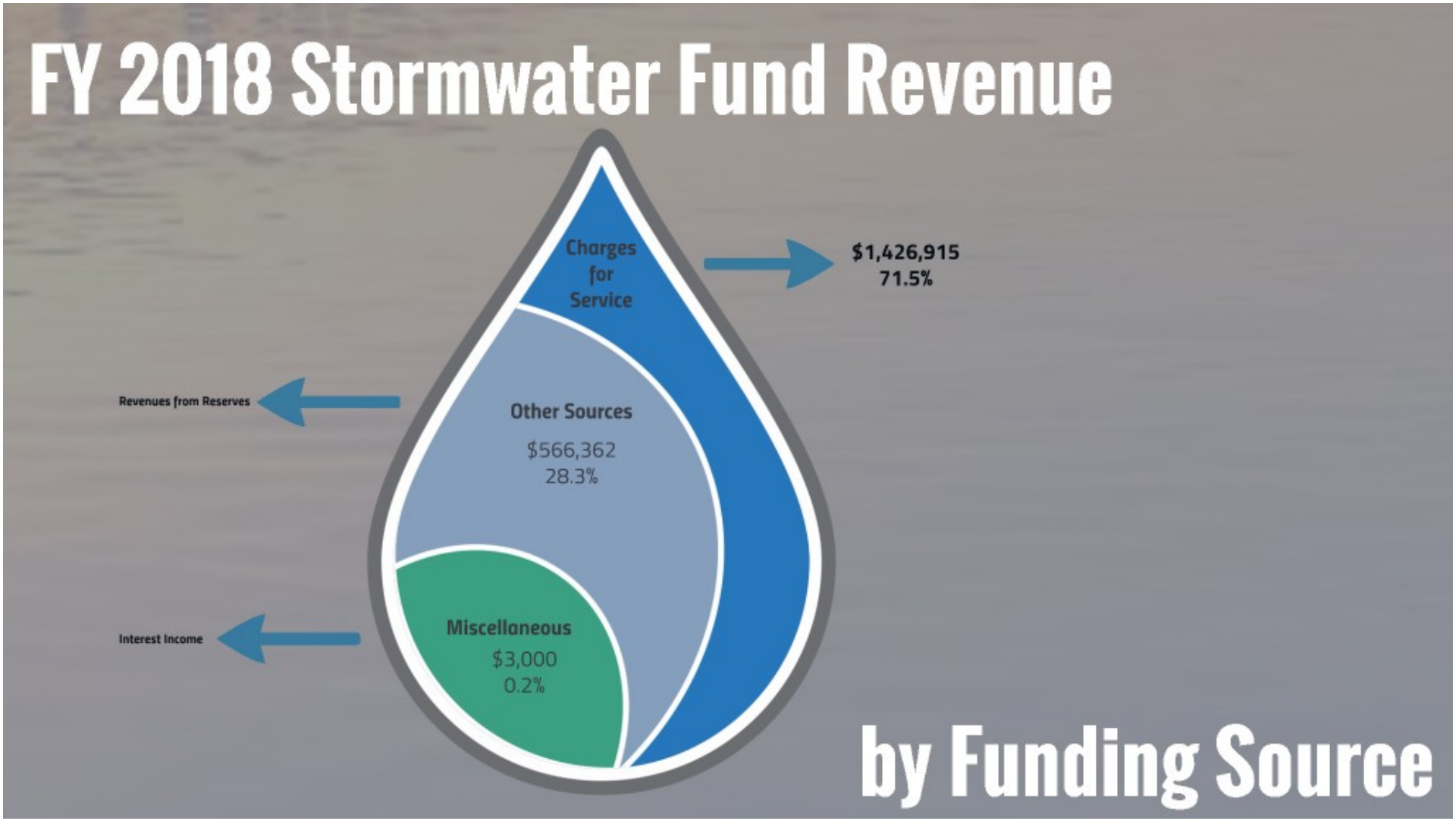

Interest Income


FY 2018 Stormwater Fund Revenue
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


FY 2018 Stormwater Fund Revenue
Revenues from Reserves
Other Sources
$566,362
28.3%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


Revenues from Reserves


FY 2018 Stormwater Fund Revenue
Revenues from Reserves
Other Sources
$566,362
28.3%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


FY 2018 Stormwater Fund Revenue
Charges for Service
$1,426,915
71.5%
Revenues from Reserves
Other Sources
$566,362
28.3%
Interest Income
Miscellaneous
$3,000
0.2%
by Funding Source


WATER/
SEWER FUND
GENERAL
FUND
BUDGET
CAPITAL PROJECTS,
PROGRAMS AND
EQUIPMENT
BUDGET WORKSHOP
AGENDA
QUESTIONS &
DISCUSSION
FISCAL YEAR 2018
August 9, 2017

FY18 Proposed Budget vs. FY17 Amended Budget by Fund

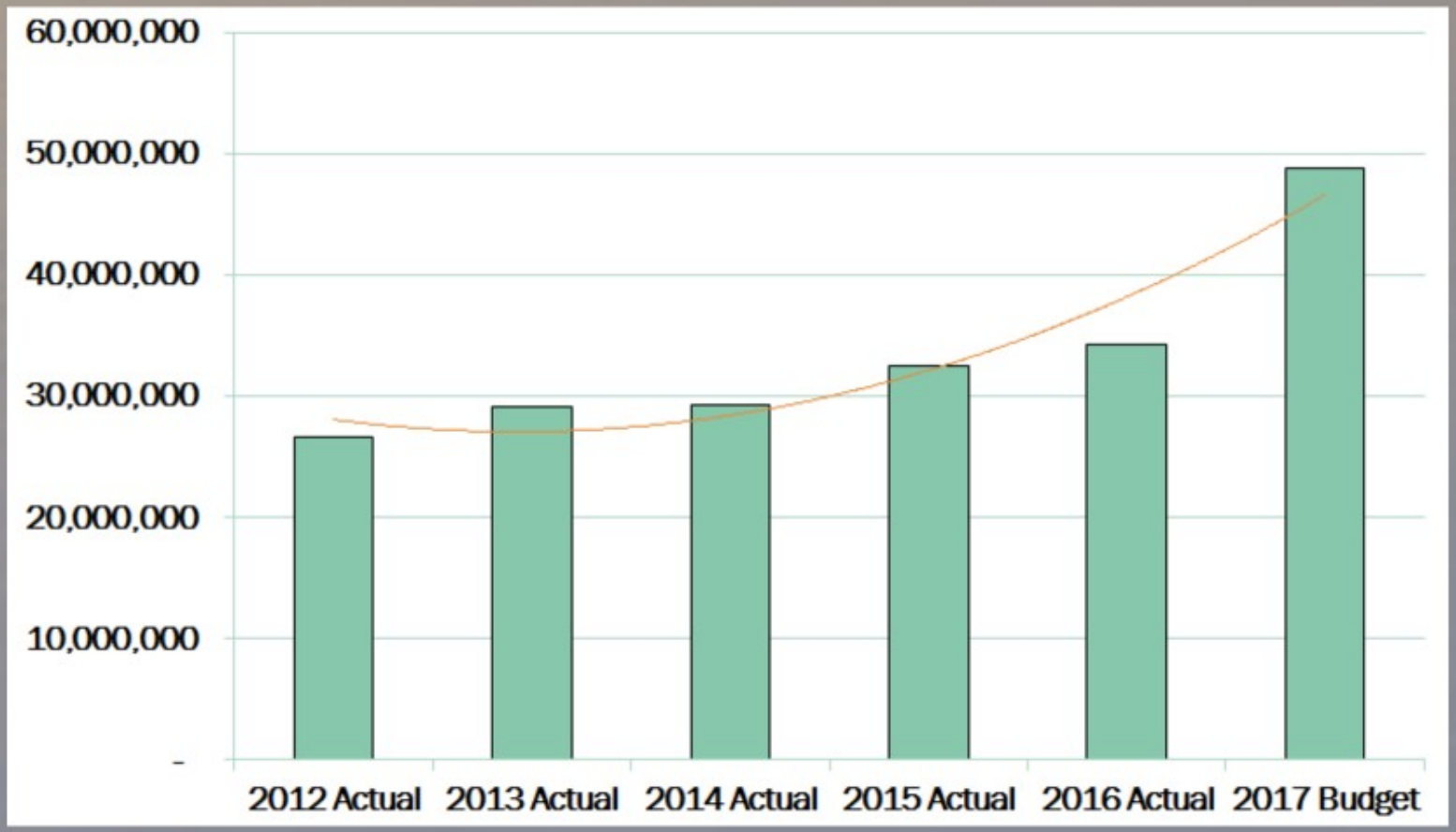


FUND	FY 2018 PROPOSED	FY 2017 AMENDED	% VARIANCE	% of FY 2018 Budget
General Fund	$36,995,038	$48,776,536	(24.2%)	24.6%
G.F. Debt Service Fund	$1,752,619	$1,759,708	(0.04%)	1.2%
G.F. Capital Projects Fund	$4,553,557	$8,701,932	(47.7%)	3.0%
Special Revenue Funds	$2,880,862	$3,015,574	(4.5%)	1.9%
Water/Sewer Fund	$86,423,186	$83,124,425	4.0%	57.4%
Water/Sewer Debt Service Fund	$8,664,686	$8,999,761	(3.7%)	5.8%
Self Insurance	$7,221,229	$6,006,545	20.2%	4.8%
StormWater Fund	$1,996,277	$3,088,652	(35.4%)	1.3%
TOTAL	**$150,487,454**	**$163,473,133**	**(7.9%)**	**100%**

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	$2,610,962	$2,754,698	(5.2%)	7.1%
Finance	$2,803,087	$2,740,038	2.3%	7.6%
General Operations	3,512,033	$14,188,007	(75.2%)	9.5%
Administrative Services	$722,145	$721,342	0.1%	2.0%
Police	$9,298,611	$9,061,223	2.6%	25.1%
Fire	$5,948,309	$5,847,918	1.7%	16.0%
Community Services	$2,857,683	3,418,597	(16.4%)	7.7%
Public Works	$9,127,639	9,931,504	(8.1%)	24.7%
TOTAL	**$36,995,038**	**$48,776,536**	**(24.2%)**	**100%**

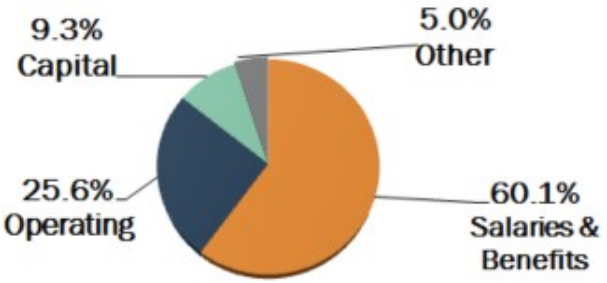
General Fund Expenditure Trends



FY2018 Proposed Budget vs. FY2017 Amended Budget by General Fund Category

CATEGORY	FY 2018 PROPOSED	FY 2017 AMENDED	VARIANCE	% VARIANCE
Salaries & Benefits	$22,251,319	$21,184,087	$1,067,232	5.0%
Operating	$9,459426	$10,822,043	(1,362,617)	(12.6%)
Capital	$3,432,501	$4,116,999	($684,498)	(16.6)%
Other	$1,851,792	$12,653,407	($10,801,615)	(85.4%)
TOTALS	**$36,995,038**	**$48,776,536**	**($11,781,498)**	**(24.2%)**

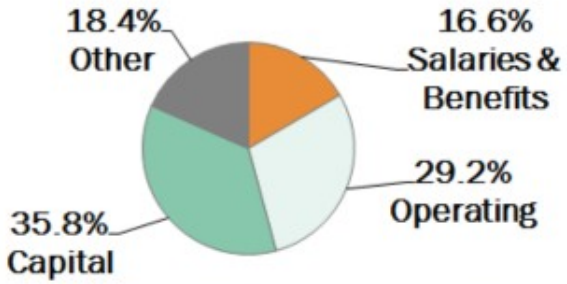
General Fund FY2018



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

CATEGORY	FY 2018 PROPOSED	FY 2017 AMENDED	VARIANCE	% Variance
Salaries & Benefits	$14,354,923	$13,919,535	$435,388	3.1%
Operating	$25,183,439	$24,532,515	$650,924	2.7%
Capital	$30,960,988	$29,196,258	$1,764,730	6.0%
Other	$15,923,836	$15,476,117	$447,719	2.9%
TOTALS	**$86,423,186**	**$83,124,425**	**$3,298,761**	**4.0%**

Water/Sewer Fund FY2018



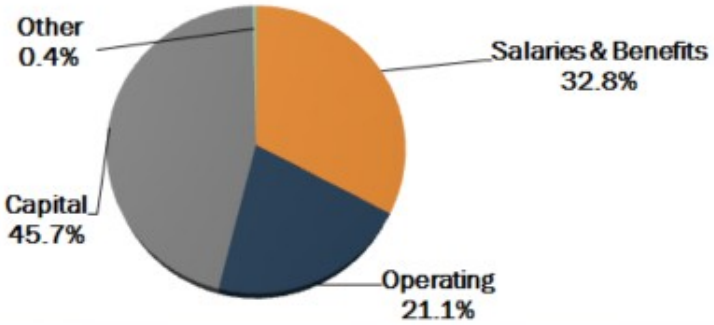
FY 2018 Water/Sewer Fund Proposed Budget vs. FY 2017 Amended Budget by Division

WATER/SEWER FUND BY DIVISION	FY 2018 PROPOSED	FY 2017 AMENDED	% Variance	% of FY 2018 Budget
Field Services	$1,776,203	$1,939,712	(8.4%)	2.1%
General Operations	$0	$989	(100%)	0.0%
Water Admin. (Lab)	$27,642,210	$26,479,173	4.4%	32%
Emergency/Disaster	$0	$148,593	(100%)	0.0%
Dyal Plant Operations	$14,669,395	$11,452,370	28.1%	17%
WFO/Water Collections	$8,632,033	$9,357,164	(7.7%)	10%
Engineering	$25,059,239	$23,804,109	5.3%	29%
Sellers Plant Operations	$5,975,916	$6,414,367	(6.8%)	6.9%
WFO/ Waste Water Collections	$2,668,190	$3,527,948	(24.4%)	3.0%
TOTAL	**$86,423,186**	**$83,124,425**	**4.0%**	**100%**

FY 2018 Proposed Budget Stormwater Fund by Category

Category	FY 2018 Proposed	FY 2017 Amended	Variance	% Variance
Salaries & Benefits	$654,985	$609,163	$45,822	7.5%
Operating	$421,129	$390,994	$30,135	7.7%
Capital	$911,478	$2,088,495	(1,177,017)	(56.4%)
Other	$8,685	$0	$8,685	100%
Totals	$1,996,277	$3,088,652	($1,092,375)	(35.4%)

Stormwater FY2018



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


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
AGENDA
QUESTIONS & DISCUSSION
BUDGET

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	$10,945	$24,384	$52,000	$87,329
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**	**$281,088**	**$24,384**	**$145,422**	**$3,432,501**

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	$23,173,620	$0	$0	$530,000	$23,703,620
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**	**$29,454,620**	**$795,778**	**$115,590**	**$530,000**	**$30,960,988**

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	$4,453,554	$0	$0	$4,453,554
Stormwater Fund	$0	$760,414	$151,064	$911,478
TOTALS	**$4,453,554**	**$1,759,414**	**$151,064**	**$6,364,032**


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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QUESTIONS & DISCUSSION
BUDGET


QUESTIONS & DISCUSSION


BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
GENERAL FUND
WATER/ SEWER FUND
CAPITAL PROJECTS, PROGRAMS AND EQUIPMENT
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Next Steps in the Budget Process



- Public Hearing – August 22, 2017 at 6:00 pm
  - Second Public Hearing on Public Service Tax
  - First Public Hearing on Fire Assessment Rate
  - Public Hearing on Water/Sewer Rates
- 1st Public Budget Hearing – Sept. 5, 2017 at 5:30 pm
  - Vote for Tentative Millage Rate
  - Final Public Hearing on Fire Assessment Rate
  - Vote on Proposed FY2018 Budget
- 2nd Public Budget Hearing – Sept. 13, 2017 at 5:30 pm
  - Adopt Final Millage Rate
  - Adopt the FY2018 Budget


WATER/
SEWER FUND
GENERAL
FUND
BUDGET
CAPITAL PROJECTS,
PROGRAMS AND
EQUIPMENT
BUDGET WORKSHOP
FISCAL YEAR 2018
August 9, 2017
AGENDA
QUESTIONS &
DISCUSSION

Legislation Details (With Text)

File #:	17-347	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/3/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Cocoa Employee Service Award Presentation. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2017
Agenda Date: September 26, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: N/A
Requested Action:
Cocoa Employee Service Award Presentation

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
N/A

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	17-399	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/31/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Sister City Presentation. (Kathy Mardirosian)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	17-417	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	9/15/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Proclamation: "National Physician Assistants Week". (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Physicians Assistants Week.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *in communities across the United States, Physician Assistants serve tirelessly every day to care for Americans and fulfill a critical function in our health care system. They provide important medical attention and treatment to patients and their loved ones, and can be the principal care provider in rural or inner-city clinics, and other settings with provider shortages; and*

WHEREAS, *with compassion matched by professionalism, Physician Assistants work as part of the medical team to provide vital support to both patients in need and the doctors who balance the care of many individuals; and*

WHEREAS, *primary care is the foundation of preventive health care, and we must support the training of hundreds of new Physician Assistants who can join the medical field and increase access to providers and services in underserved areas; and*

WHEREAS, *countless American families have relied on the skill, concern, and commitment of Physician Assistants, in both joyous times and heart-wrenching circumstances; and*

WHEREAS, *our Nation is stronger because of these invaluable workers, and their efforts safeguard a healthy future for all Americans.*

NOW, THEREFORE, *I, Henry Parrish, by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim October 6 through October 12, 2017, as:*

"NATIONAL PHYSICIAN ASSISTANTS WEEK"

in the City of Cocoa, and call upon all Americans to observe this week with appropriate ceremonies, activities, and programs that honor and foster appreciation for our Physician Assistants and all medical professionals.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 6th day of October, 2017.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	17-309	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/7/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	To 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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CITY OF COCOA SR 520 INDIAN RIVER SUBAQUEOUS PIPELINE PROTECTION REPAIR AND USACE SAJ 2017-01030 City of Cocoa - Pipeline Fix +d+s Resolution - 15% Project Contingency				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 7, 2017
Agenda Date: September 26, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To 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

BACKGROUND:

On December 9, 2014, City Council approved RFQ-14-19-COC, "Agreement for Subaqueous Pipeline Assessments" with two contractors: Anderson Diving, Inc. and Ferreira Construction Southern Division Company, Inc. Assessment data provides information used by the utility to determine critical sites for further investigations into possible water losses and damaged infrastructure. Through the use of RFQ Q-14-19-COC, City Council approved Task Order 2016-01 with Anderson Diving, Inc. on November 10, 2015. The task order included a visual assessment of subaqueous PCCP along S.R. 520 and DIP along S.R. 401. The assessment results revealed approximately 500 LF of exposed pipe along S.R. 520 covered in marine growth and in some places unsupported (suspended). Exposed pipe is subject to accelerated corrosion and physical damage due to vessel anchors and ground tackle. Anderson Diving, Inc. provided a proposal for $292,440 for the placement of 10,000 cement rip rap bags on the exposed pipe to provide pipe protection and

support.

City staff is also requesting that City Council approve an additional $43,866 as a contingency for the repair portion of the project. The additional amount is 15% of the pipeline protection, repair and stabilization portion of the proposal ($292,440), and is requested to cover any additional time and materials that may be required in excess of the original proposal. Although City staff does not anticipate change orders, there is a possibility that the storm surge generated by Hurricane Matthew (and other unknown events) would require changes to the project scope. If a change order is required, the additional amount will allow the project to continue moving forward.

The additional $43,866 will not be added to the initial purchase order, and each change order will be reviewed by City staff prior to City Manager approval.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$336,306
Account Number:	421-4025-536.46-00, WS1201
Account Name:	Repairs & Maintenance
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On November 10, 2015, City Council approved Task Order 2016-01 with Anderson Diving, Inc., Jacksonville, Florida, for pipeline condition assessment to subaqueous PCCP along S.R. 520 and subaqueous DIP along S.R. 401, Project No. WS1201; City Council approved a resolution authorizing the City Manager to approve change orders in an amount not to exceed $50,000.

RECOMMENDED MOTION:

To 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

LOGAN DIVING & SALVAGE

2815 SAINT JOHNS BLUFF
JACKSONVILLE, FLORIDA 32246
TEL: (904) 731-0000 FAX: (904) 731-5493
MARINE SPECIALTY CONTRACTOR
FL SCC131151014

July 7, 2017

Chris M. Collier
City of Cocoa Utilities
Field Operations Mgr.
ccollier@cocoafl.org 407.616.1921

Re: SR 520 Subaqueous Pipeline Protection Repair and Stabilization Proposal

Mr. Collier,

This will comply with our recent discussions and request for revised updated proposal concerning the referenced.

Subaqueous assessment (2015-2016) of the 36" WM crossing the Indian River and Banana River documented 500' LF of exposed underwater pipeline. Exposed pipe was found covered in marine growth and in some places unsupported (suspended). Exposed unburied pipe is subject to accelerated corrosion and also physical damage due to debris, vessel anchors and ground tackle. Discussions with the City of Cocoa and CH2MHill Engineers resulted in their request to provide recommendations and proposals for repairs to help repair the SR 520 pipeline crossings and prevent unscheduled disruption in service.

Post Hurricane Matthew U/W Visual Inspection of Exposed and Suspended Water Main:

1) Provide mobilization of men and equipment.
2) Inspect 500' LF of previously reported exposed and suspended pipe.
3) Inspection to be visual and passive directed at identifying major obvious defects.
4) Confirm and document existing conditions concerning length and stations of exposed and suspended pipe.
5) Provide report of existing conditions and comparison to previous findings (2015/2016).

Total Lump Sum.....$ 14,640.00

SR 520 Subaqueous Pipeline Protection Repair and Stabilization:

Logan Diving & Salvage proposes to provide management, administration, full time on site supervision, certified commercial divers, skilled labor, all floating equipment, dive boats, work boats, heavy equipment, materials, expendables, and insurance to support, immobilize, and protect the subaqueous crossings as follows:

6) Provide mobilization of men and equipment.
7) Provide cement rip rap bags (kiln dried 3:1 60 lb. cement/sand) approx. 10,000 quantity.
8) Install rip rap bags in water while dry and malleable underneath, beside and on top of exposed 36" WM to provide support, immobilization, and protection.
9) Provide dive boats, diving equipment, OSHA/ADCI diving operations compliance/Safety.
10) Provide heavy equipment to unload tractor trailers and load work boats.
11) Protection Estimated service life 20 years + to indefinite.

Total Lump Sum 500' LF of rip rap bag protection..... $ 292,440.00

*Permitting (Local/State/Federal) as required to be provided by owner/CH2MHill prior to mobilization.
*Final Permit requirements, signage, and NMFS/SWPBO.....TBD/Estimate..... $1500.00
*Proposal does not include turbidity containment or turbidity monitoring as/if required.
*Proposal predicated on use of the City of Cocoa Beach's and Brevard Counties boat ramps adjacent to the project for staging and deploying materials and equipment.

PROJECTED TIMELINE:

TENTATIVE START SEPTEMBER 3, 2017

VISUAL INSPECTION (CONFIRM DISTANCES/STATIONING, EXPOSURE) ..... 1 WEEK SEPT 4-8, 2017
MATERIALS LEAD TIME TO SITE..... 3-4 WEEKS
PIPELINE PROTECTION REPAIR AND STABILIZATION..... 6 WEEKS OCT 9 – NOV 10, 2017

ITEMIZATION:

500 LINEAL FEET OF EXPOSED AND SUSPENDED UNDERWATER SUBAQUEOUS WATER MAIN
UP TO 10,000 CEMENT RIP RAP BAGS.....$ 292,440.00
ADDITIONAL BAGS (IF NEEDED) .....$ 27.10/PLACED U/W EACH

PROPOSAL SUBJECT TO OUR STANDARD TERMS AND CONDITIONS POSTED UNDER SERVICES @ WWW.LOGANDIVING.COM . INSURANCE CERTIFICATES WILL BE SENT DIRECT FROM OUR AGENTS INCLUDING GL AND ALL APPLICABLE COVERAGE'S AS THEY APPLY TO COMMERCIAL DIVING OPERATIONS ON NAVIGABLE WATERS OF THE TERRITORIAL AND CONTINENTAL UNITED STATES.

WE TRUST YOU WILL FIND OUR PROPOSAL TO BE COMPLETE AND SATISFACTORY, PLEASE CALL WITH ANY QUESTIONS OR DIRECTION TO INCREASE OR DECREASE THE SCOPE OF WORK INTENSITY TO BEST MEET YOUR REQUIREMENTS.

THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE.

BEST REGARDS,

/SCOTT C. ANDERSON/

S. C. ANDERSON
PRESIDENT
LOGAN DIVING & SALVAGE
SANDERSON@LOGANDIVING.COM

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
400 HIGH POINT DRIVE, SUITE 600
COCOA, FLORIDA 32926

July 10, 2017

REPLY TO ATTENTION OF

Regulatory Division
North Permits Branch
Cocoa Permits Section
SAJ-2017-01030 (NW-JLC)

Christopher Collier
City of Cocoa Utilities Department
351 Shearer Boulevard
Cocoa, Florida 32922

Dear Mr. Collier:

The U.S. Army Corps of Engineers (Corps) received your application for a Department of the Army permit on March 21, 2017 which has been assigned file number SAJ-2017-01030. A review of the information and drawings provided indicates that the project involves the installation of cement rip rap bags underneath, beside and on top of an exposed 36 inch watermain to provide support, immobilization and protection.

The project is situated on the south side of State Road 520 in the Indian River Lagoon and Banana River in Brevard County.

The project is authorized by Nationwide Permit Number 3, as depicted on the enclosed drawings. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is:

http://www.saj.usace.army.mil/Divisions/Regulatory/sourcebook.htm.

Please be aware this web address is case sensitive and should be entered as it appears above. Once there you will need to click on “Nationwide Permits.” These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP 3. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of

your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Special Projects and Enforcement Branch, 10117 Princess Palm Avenue, Suite 120, Tampa, FL 33610-8302.

b. For electronic mail: CESAJ-ComplyDocs@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2017-01030 (NW-JLC), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. Completion Notification: Within 60 days of completion of the work authorized, the attached "Self-Certification Statement of Compliance" must be completed and submitted to: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P. O. Box 4970, Jacksonville, FL 32232. The Permittee shall reference this permit number SAJ-2017-01030 (NW-JLC) on all submittals.

4. Listed Species. Prior to any work or preparations for work at the project site the permittee and any contractors shall thoroughly survey the area for listed species such as but not limited to sea turtles, manatees, smalltooth sawfish and insure the area is free of listed species prior to any work authorized by the permit.

5. **Manatee condition:** The permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” designed to protect the endangered West Indian Manatee provided in Attachment 3 of this permit.

6. Sea Turtle & Smalltooth Sawfish: The permittee shall comply with National Marine Fisheries Service's “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006 and provided in Attachment 4 of this permit.

7. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

8. **Regulatory Agency Changes**: Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Cocoa Regulatory Office.

9. Nationwide # 3. You must comply with all of the special and general conditions and indicated and listed in Nationwide Authorization 3 which can be downloaded from the Corps website as indicated in the body of this letter. Failure to follow all of the conditions

of Nationwide 3, the general and or special conditions may result in enforcement action by the Corps.

This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter 258, Florida Statutes. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 321-504-3771 extension 26 or by email at james.l.carr2usace.army.mil.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at

http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

James L. Carr II
Project Manager

Enclosures

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2022**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2017-01030 (NW-JLC)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____ _____

(TRANSFEREE-SIGNATURE) **(SUBDIVISION)**

_____ _____ _____

(DATE) **(LOT)** **(BLOCK)**

_____

(STREET ADDRESS)

_____

(NAME-PRINTED)

_____

_____

(MAILING ADDRESS)

_____

(CITY, STATE, ZIP CODE)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2017-01030

Permittee's Name & Address (please print or type):_____

_____

_____

Telephone Number:_____

Location of the Work:_____

_____

Date Work Started:_____ Date Work Completed:_____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO_____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____ AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging,
etc.):_____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

_____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

_____

_____

****

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

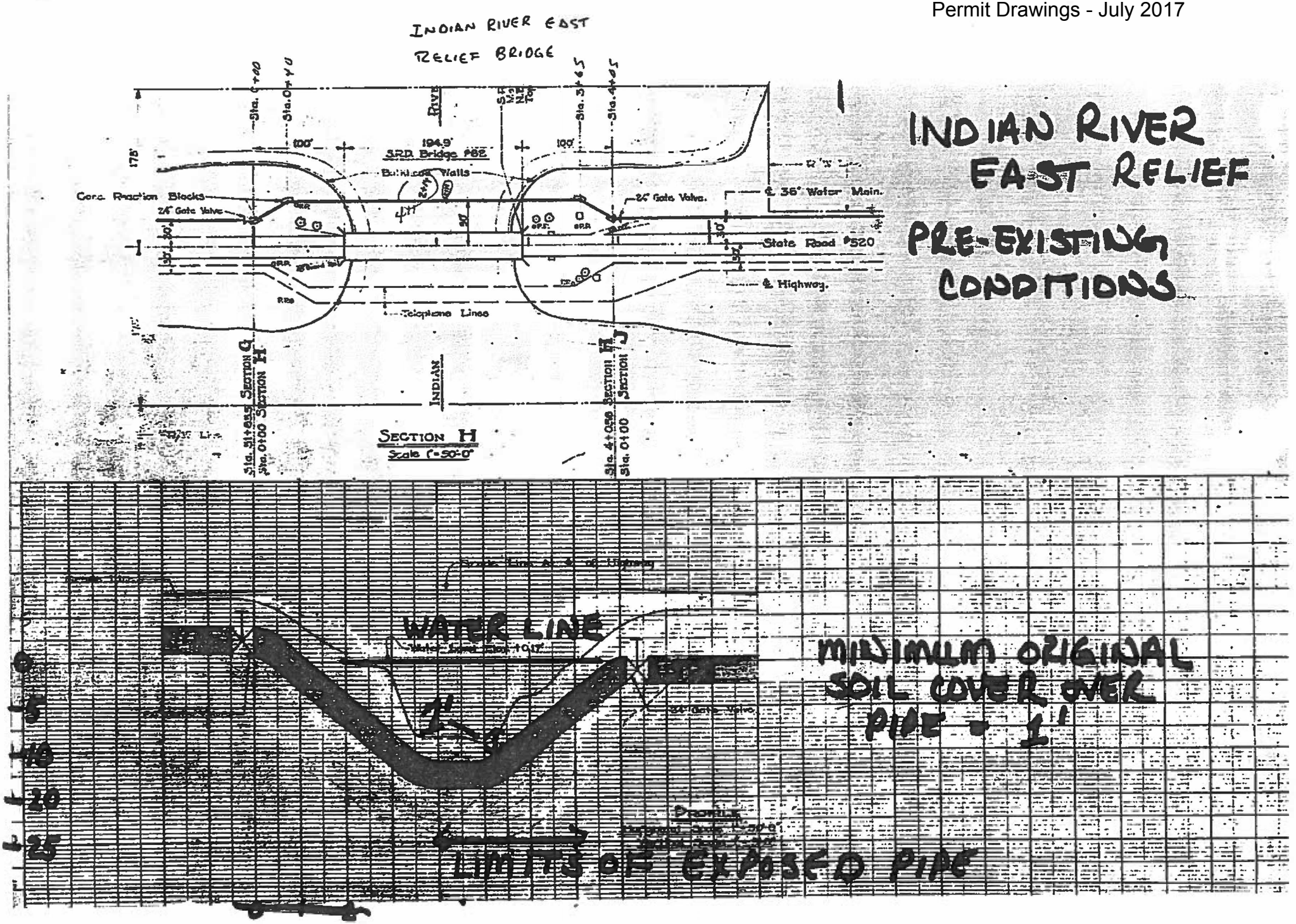
_____
Signature of Permittee

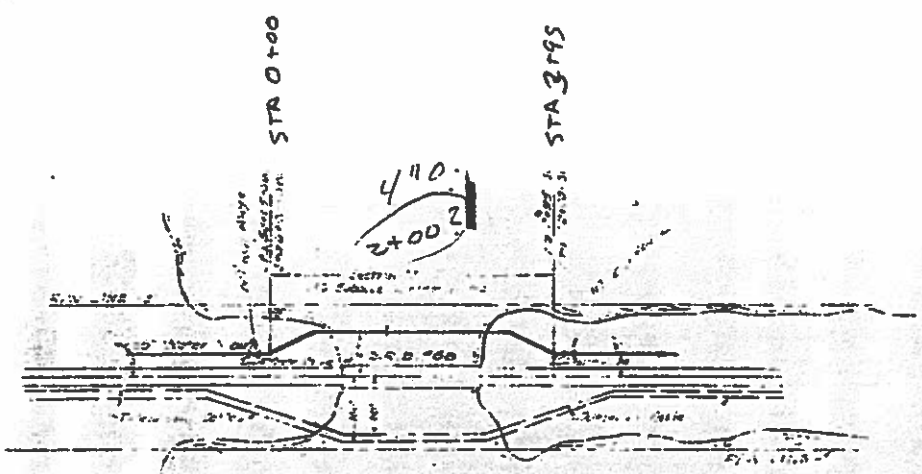
_____
Date

Table A-1. Subaqueous Pipe Repair Information
City of Cocoa 36" Potable Water Distribution Pipeline

		Pipe Repair Location 1	Pipe Repair Location 2	Pipe Repair Location 3	Pipe Repair Location 4
	Body of Water	Indian River	Indian River	Banana River	Banana River
	Location Description	Main channel crossing beneath Hubert Humphrey	East Relief Bridge over Indian River	West Relief Bridge over Banana River	East Relief Bridge over Banana River
	Mean Sea Level (MSL) in feet**	2.71	2.71	4.13	4.13
Record Drawing Information	**Total length of subaqueous pipe (ft)**	1,915	149	277	203
	Original River Bed Cover (ft) over Exposed Pipe	6 - 10	1 - 7	1 - 2	2 - 3
	Depth (ft) Below MSL to Top of River Bed	0 (shoreline) - 14	0 (shoreline) - 11	0 (shoreline) - 7	0 (shoreline) - 7
	Depth (ft) Below MSL to Top of Pipe	5 - 18	6 - 12	5 - 9	4 - 11
Extent of Exposed Pipe	**Length (linear feet) of Exposed Pipe**	164	91	125	120
	Depth (ft) below Water Line (MSL) to top of Exposed Pipe	18	5 - 12	5 - 9	4 - 11
At Completion of Pipe Repair	**Depth of Cover (ft) over Exposed Pipe after Repair**	1	1	1	1
	Depth (ft) below Water Line (MSL) to Top of Repair	17	4 - 11	4 - 8	3 - 10

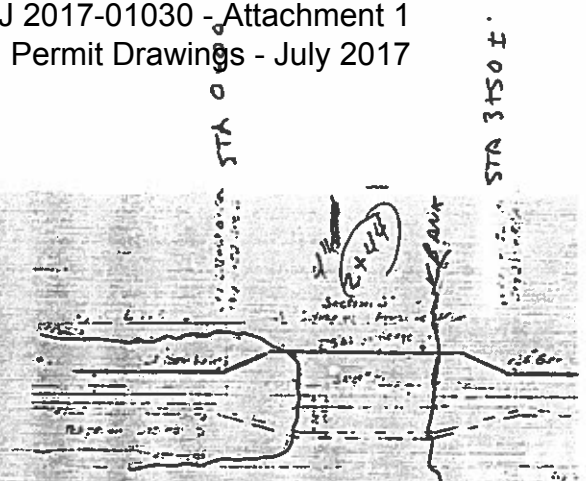
** Base on MSL data provided by NOAA and based on Standards NAVD88 and NTDE 1983-2001.


INDIAN RIVER EAST
RELIEF BRIDGE
Sta. 0+00
Sta. 0+40
Sta. 3+65
Sta. 4+05
River
194.9'
SRD Bridge #82
100'
100'
175'
Building Walls
Conc. Reaction Blocks
24" Gate Valve
24" Gate Valve.
℄ 36" Water Main.
State Road #520
℄ Highway.
Telephone Lines
Section G
Section H
Section H
Section J
Sta. 3+65
Sta. 0+00
Sta. 4+05
Sta. 0+00
INDIAN
SECTION H
Scale 1"=50'-0"
INDIAN RIVER
EAST RELIEF
PRE-EXISTING
CONDITIONS
WATER LINE
Water Surface Elev. +0.1'
1.5'
24" Gate Valve
MINIMUM ORIGINAL
SOIL COVER OVER
PIPE = 1'
LIMITS OF EXPOSED PIPE
Profile
0
5
10
20
25



BANANA RIVER WEST

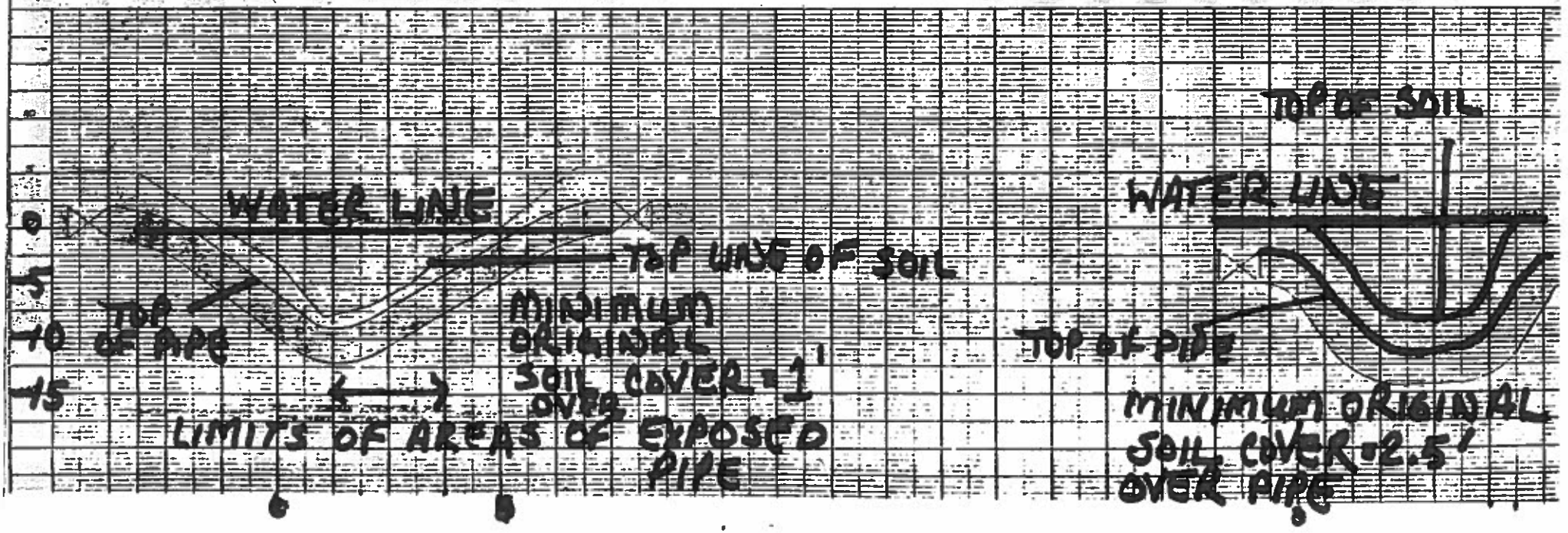
BANANA RIVER WEST
"M"



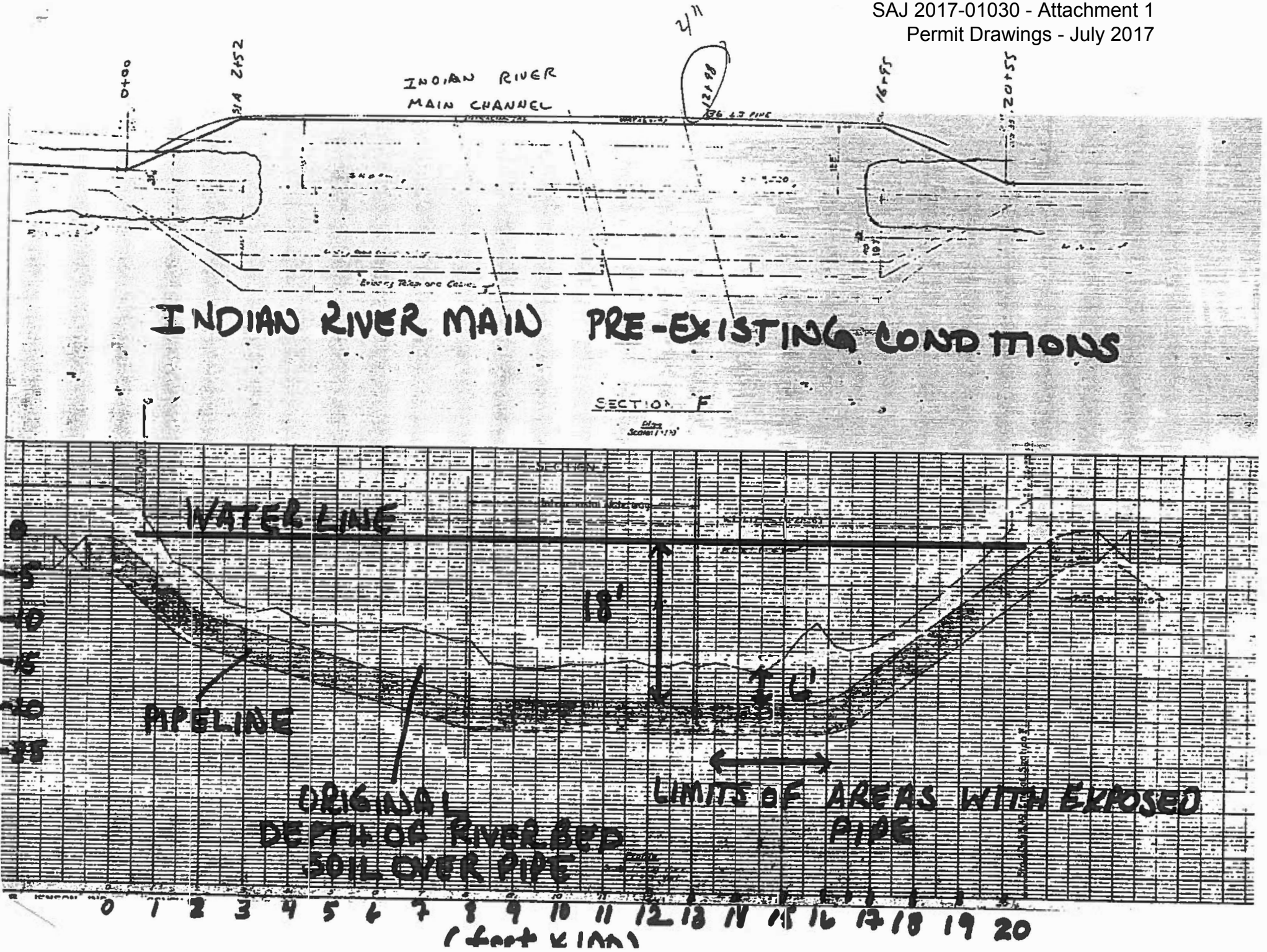
BANANA RIVER EAST

BANANA RIVER EAST
"S"

PRE-EXISTING CONDITIONS



SAJ 2017-01030 - Attachment 1
Permit Drawings - July 2017



OFFICE:
904-731-0000

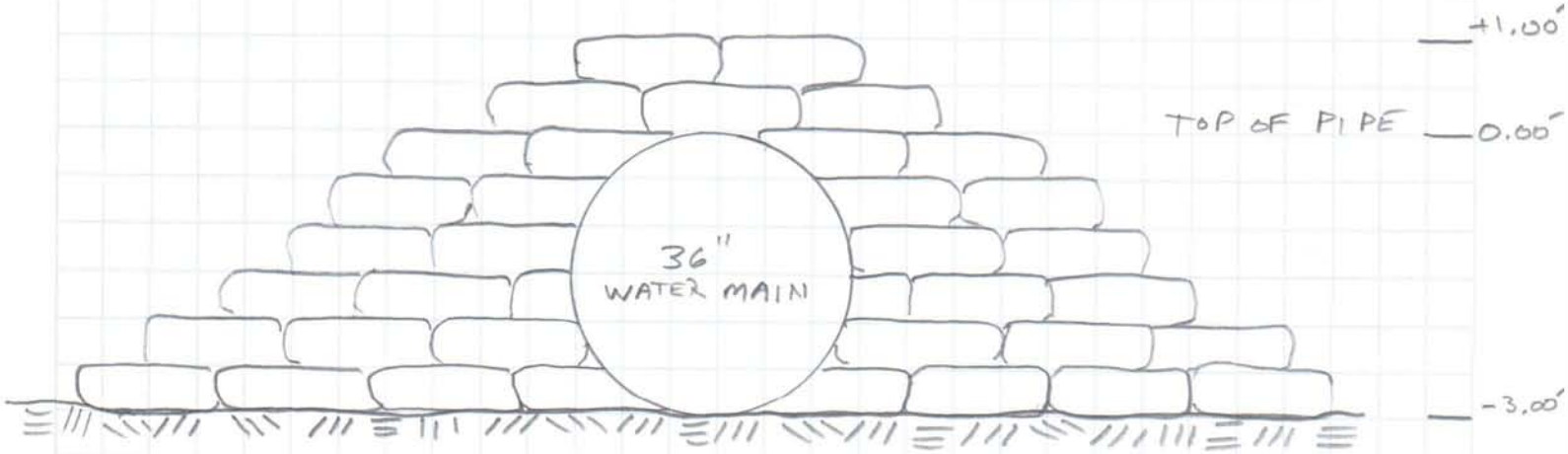
FAX:
904-731-5493

LOGAN DIVING & SALVAGE
2815 ST. JOHNS BLUFF ROAD • JACKSONVILLE, FLORIDA 32246

Date: 5/8/2017

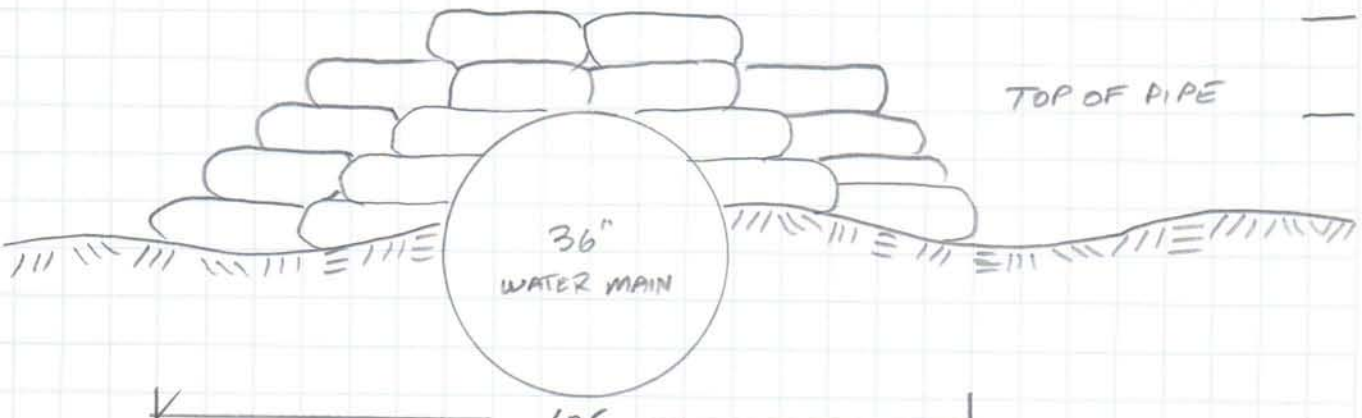
Project Name: SR 520 PIPE SUPPORT

Sketch by: SCOTT ANDERSON



PROFILE: MAXIMUM EXPOSURE

20'



10'

PROFILE: TYPICAL EXPOSURE

1

OFFICE:
904-731-0000

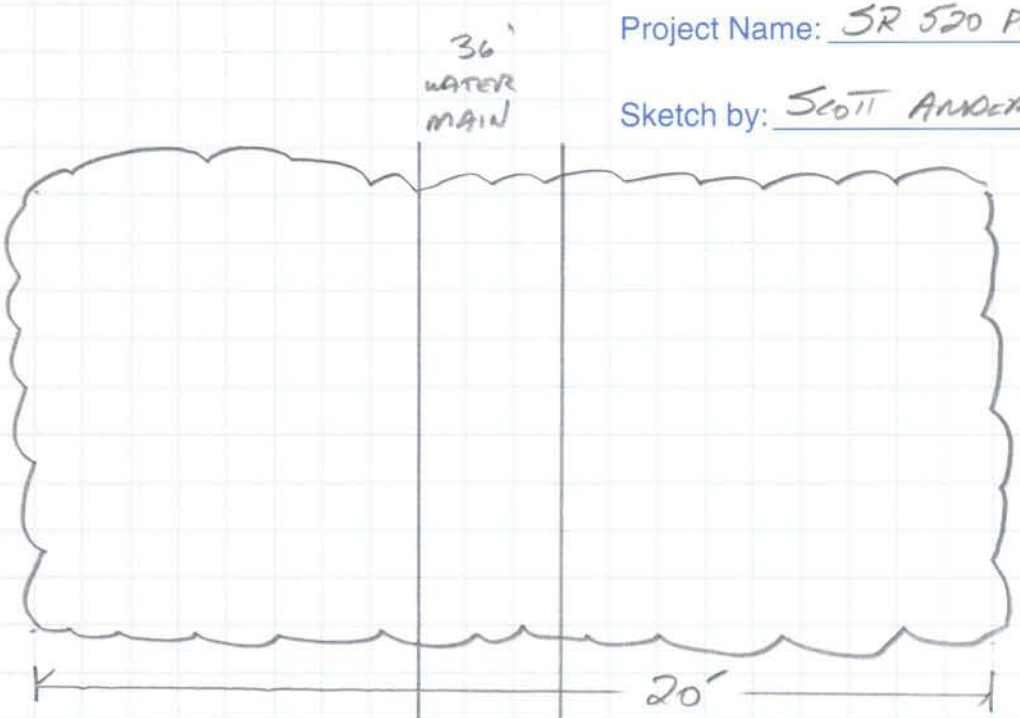
FAX:
904-731-5493

LOGAN DIVING & SALVAGE
2815 ST. JOHNS BLUFF ROAD • JACKSONVILLE, FLORIDA 32246

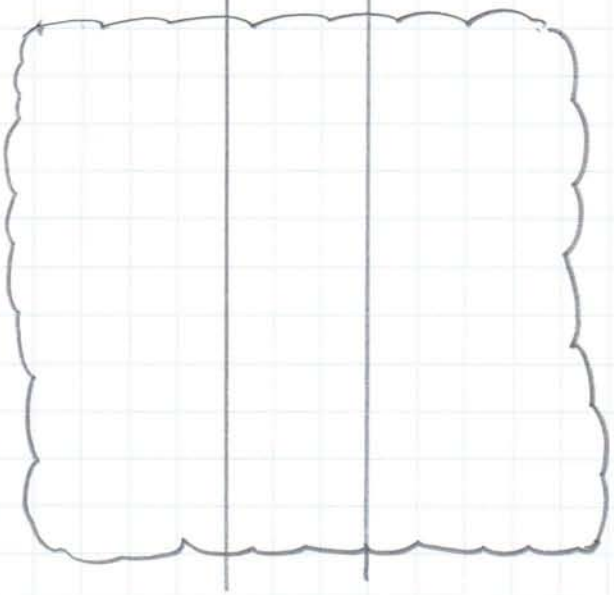
Date: 5/8/2017

Project Name: SR 520 PIPE SUPPORT

Sketch by: SCOTT ANDERSON

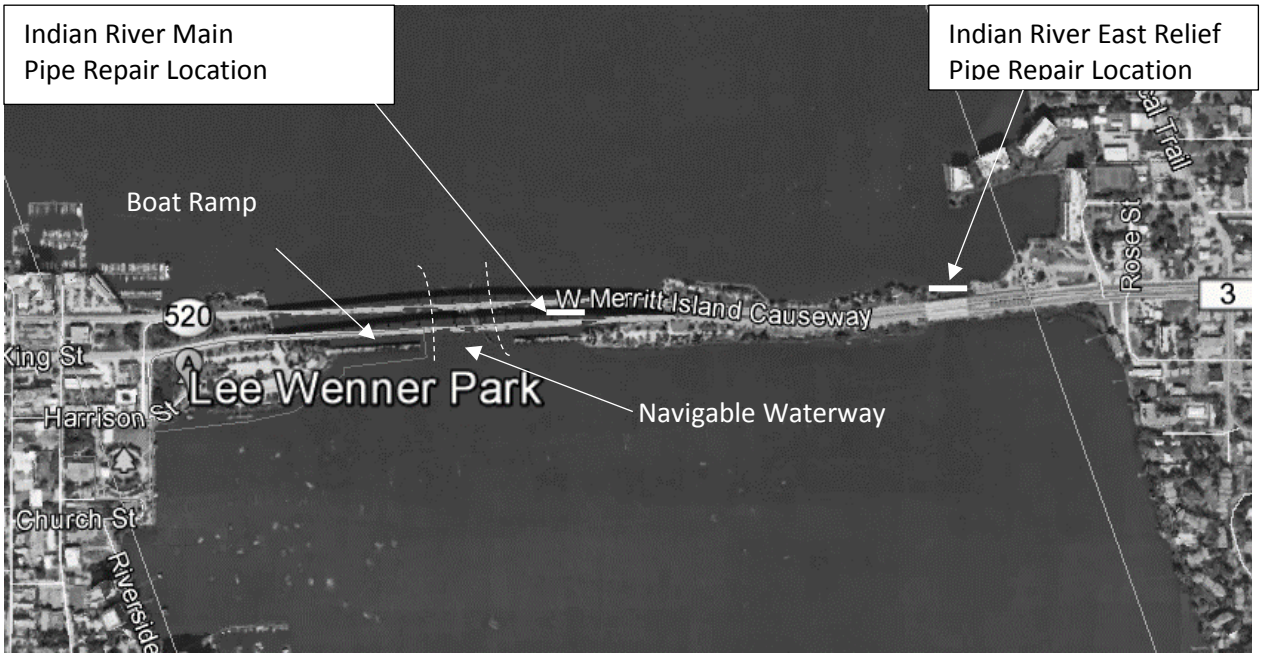


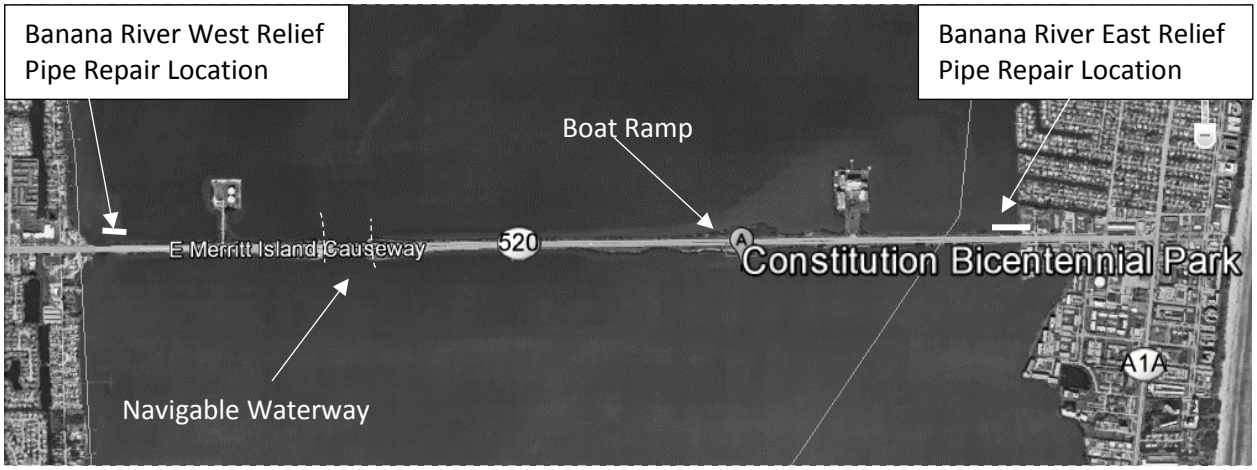
PLAN VIEW
MAXIMUM
EXPOSURE
BAG LIMITS
20' WIDE BASE



PLAN VIEW
TYPICAL
EXPOSURE
BAG LIMITS
10' WIDE BASE

Boat Ramp and Repair Locations





STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

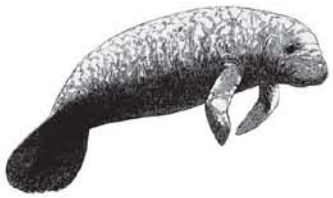
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

Legislation Details (With Text)

File #:	17-367	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	8/14/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Municipal Services Agreement 2018 PAL Benchmarks				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 14, 2017
Agenda Date: September 26, 2014
Prepared By: Michael Cantaloupe
Through: John Titkanich, City Manager
Requested Action:
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.

BACKGROUND:

The Cocoa Police Department wishes to continue its partnership with Alliance for Neighborhood Restoration of Brevard in an effort to continue the initiative with the Cocoa Police Athletic League which focuses on at-risk youth. Alliance for Neighborhood Restoration of Brevard provides the Executive Director and staff to oversee the day to day operations of the programs that make up the Cocoa Police Athletic League. These programs include, but are not limited to, Basketball, Bowling, after school programs, and the youth development council. City staff is seeking to continue supporting the operation of the Alliance for Neighborhood Restoration programs and to retain staff, who are responsible for running the programs for our at-risk youth. These programs and services provided to the community are essential to our crime prevention efforts, specially focused on at-risk youth. Moreover, this additional year of funding will allow ANR to identify, secure and leverage alternate funding sources. As part of the agreement, ANR will be required to report on its efforts to identify and secure additional funding sources in addition to its normal reporting requirements. This contract is from October 1, 2017 through September 30, 2018.

STRATEGIC PLAN CONNECTION:

This agenda item addresses the strategic issue of reducing Crime by providing programs for our at-risk youth. At the City's recently held Community Summit, one of the primary discussion points was having after school programs directed towards at-risk youth. This partnership with Alliance for Neighborhood Restoration of Brevard advances that goal.

BUDGETARY IMPACT:

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

Amount Requested	$ 58,676 (FY18 Estimated Budget)
Account Number	001-2100-521.34-00
Account Name	Contract Services

Will require an additional $1,289.00, from another account line with the division for a total contracted amount of $59,965.

PREVIOUS ACTION:

The City Council has previously approved Municipal Service Agreements with the Alliance for Neighborhood Restoration of Brevard. Since 2003, the Diamond Square Community Redevelopment Agency has provided support to ANR; and following the expiration of the Project Safe Neighborhood grant in 2009, the City has supported ANR.

RECOMMENDED MOTION:

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.

powered by Legistar™

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.,** a Florida nonprofit corporation ("Service Provider").

RECITALS:

WHEREAS, the Service Provider is a not for profit Florida corporation, which is actively involved in assisting the City of Cocoa Police Department in implementing innovative programs and strategies that address the needs of the residents of the City of Cocoa; and

WHEREAS, Service Provider also desires to assist the City with the Cocoa Police Athletic League for the benefit of the children of Cocoa; and

WHEREAS, the services provided by Service Provider have been instrumental in assisting the Cocoa Police Department deter gang participation, substance abuse and criminal activities and have helped facilitate better relations between the Cocoa Police Department and neighborhood residents; and

WHEREAS, the Service Provider is a not for profit community service organization located within the City of Cocoa; and

WHEREAS, the City Council believes the programs and services to be provided through Service Provider will continue to benefit all residents of the City and desires to continue the established programs that are focused on assisting the City's at risk-youth; and

WHEREAS, the Service Provider has requested a contribution from the City to offset the costs associated with providing the programs and services necessary to meet the needs and desires of the residents of the City; and

WHEREAS, the City of Cocoa acknowledges that due to the economic downtown, funding is scarce and limited, and as such, the City desires to temporarily assume funding during this time of transition while the Service Provider researches and identifies alternative funding mechanisms; and

WHEREAS, the parties agree that the funds provided herein are for the sole purpose of serving the paramount public purpose of deterring gang-related activities, substance abuse, and other criminal activities within the City of Cocoa and to eliminate and reduce other negative factors that adversely affect the quality of life including, but not limited to, slum and blight; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the funds provided by the City to the Service Provider ultimately serve the aforesaid paramount public purpose; and

WHEREAS, the parties agree that the services provided by the Service Provider hereunder are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa; and

WHEREAS, the City of Cocoa recognizes there is a reduction in funding from Diamond Square.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

(a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the funds provided in paragraph 4.0.

(b) "City" is the City of Cocoa, Florida, a Florida Municipal Corporation.

(c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, whichever is later, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement.

(e) "Public-Record" is as described in Section 119.011(1), Florida Statutes.

(f) "Service Provider" is the Alliance for Neighborhood Restoration of Brevard, Inc., a Florida non-profit corporation.

(g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.

(h) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

3.0 **Engagement: Term of Agreement.** The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on the Effective Date and shall end on September 30, 2018.

4.0 **Payment of Funds.** The City agrees to pay the Service Provider a maximum of Fifty-Nine Thousand, Nine-Hundred and Sixty-Five and 00/100 Dollars ($59,965.00) annually during the term of this Agreement. Payment shall be made in maximum, monthly installments of Four Thousand, Nine-Hundred Ninety-Seven and 09/100 Dollars ($4,997.09) depending on the Service Provider's performance under this Agreement and depending on the Service Provider's financial needs which are necessary to perform the services provided hereunder. The City shall be sole judge, in good faith, of Service Provider's performance and financial needs required under this Agreement and any payment made by the City under this Agreement shall be at the City's sole discretion. Funding shall be determined based on the monthly reports prepared and provided by the Service Provider pursuant to paragraph 7.0 of this Agreement. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from fund budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other funds paid to the Service Provider for the performance of the work under this Agreement.

5.0 **Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider .agrees to perform the following municipal services;

5.1 Organize and coordinate anti-gang, gun reduction activities including community outreach.

5.2 Continue to use the community resource trailer stand in cooperation and collaboration with the Cocoa Police Department to facilitate community relations and engagement with the citizens of the City of Cocoa.

5.3 Use the PAL Center as a drug-free area for educational, cultural and anti-gang, anti-drug activities where role playing, small group sessions, lectures, meetings and seminars on drug abuse may be held.

5.4 In partnership with the City of Cocoa and the Cocoa Police Department, host a Drug-Free Youth Summit and plan and coordinate a National Night Out.

5.5 Lead the Cocoa Police Athletic League in partnership with the City of Cocoa through the following events: Youth Directors Council, Basketball, Character Education, and other similar Pal-related activities.

5.6 Revitalize the community garden project on Peachtree Street in cooperation with the Cocoa Police Department through community engagement and involvement.

5.7 Research, identify and secure additional outside funding sources for the purposes of sustaining and continuing the Municipal Services in the City of Cocoa.

5.8 Upon mutual agreement in writing, any other related services consistent with the municipal purpose stated hereunder.

6.0 **Professionalism and Standard of Care.** The Service Provider shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service provider.

7.0 **Submittal of Progress Reports.** On a monthly basis, the Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in this Agreement, the success of the project, the monthly financial needs of the Service Provider, and the steps the Service Provider has taken to research, identify and secure additional outside funding sources. The report shall in a sufficient manner demonstrate the need for monthly funds under this Agreement and shall demonstrate that any funds expended were used to provide Municipal Services to the residents of Cocoa. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the Service Provider.

8.0 **Warranty of Professional Services.** The Service Provider (for itself and any of its employees, Service Providers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its Service Providers, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the Municipal Services.

9.0 **Work is a Private Undertaking.** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent Service Provider and not an agent of the City. The Service Provider, its Service Providers, partners, agents, and their employees are independent Service Providers and not employees of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent Service Provider, between the City, on one hand, and the Service Provider, its Service Providers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

10.0 **Compliance Monitoring.** Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to insure that the Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

11.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Service Provider; provided, to the extent allowed by law, that the foregoing shall not include records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s) which relate to Service Provider's business generally and do not specifically relate to the services provided to the City under this Agreement. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements

for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to grant direct access (i.e. password protected access) to its proprietary computer systems. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

12.0 **Audit and Inspections,** All the Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or the immediate return to the City the Funds provided by this Agreement.

13.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973;

the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

15.0 **Representation and Warranties.** Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in paragraph 5.0 herein. In the event the Service Provider fails to expend such Funds for said purpose (Wrongfully Expended Funds), the Service Provider shall fully reimburse the City the Wrongfully Expended plus interest calculated at maximum rate allowable under Florida Law per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds, including, but not limited to, reasonable attorney's fees, filing fees and other costs.

16.0 **Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

17.0 **Choice of Law: Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this Agreement.

18.0 **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

19.0 **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

20.0 **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21.0 **Waiver.** Any waiver by City of any breach or violation of the Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

22.0 **Corporate Representations,** Service Provider makes the following representations to the City:

22.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

22.2 The undersigned signatory for the Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by the Service Provider has been duly authorized by the Board of Directors and/or the President of the Service Provider. In support of said representation, the Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

23.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

24.0 **City's Right of Inspection.** The City is hereby granted the right of entry onto the Service Provider's property used to perform the Municipal Services for purposes of determining the Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

25.0 **Notices.** Communications and details concerning this Agreement shall be directed to the following contact representatives:

ATTN: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

ATTN: Delores McLaughlin
P.O. Box 727
Cocoa, Florida 32922
(321) 504-9595

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

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

26.0 **Time of Performance/Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If the Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require the Service Provider to immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow the Service Provider additional time to properly expend the Funds pursuant to this Agreement.

Paragraphs 5.0, 11.0, 12.0, 26.0, 28.0, and 33.0 shall survive the termination of this Agreement.

27.0 **Termination.** Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. The Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if the Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case, where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide the Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare the Service Provider ineligible for any further participation in any future Funds

which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

28.0 **Indemnification and Hold Harmless.** For all Municipal Services And Work performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, international or otherwise, arising out of or resulting from the Service Provider's and its employees, partners, Service Providers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) the Service Provider's, and its employees, partners, Service Providers, and agents failure to comply with the provisions of any federal, state or local laws, ordinance, or regulations applicable to the Service Provider's and its employees, partners, Service Providers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by the Service Provider and its employees, partners, Service Providers, and agents in obtaining the Funds provided under this Agreement; (d) the Service Provider's and its employees, partners, Service Providers, and agents failure to properly expend the Funds pursuant to this Agreement

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, 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 which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Providers, its employees, Service Providers, partners, and agents or anyone directly or indirectly employed by the Service Provider. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

29.0 **Assignment.** This Agreement shall not be assigned by the Service Provider.

30.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the Service Provider has filed or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit or creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by the Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

31.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for Municipal Services in the future, other than as specifically provided herein.

32.0 **Insurance Requirements.** During the Term of this Agreement, the Service Provider shall maintain, at its own expense, the following insurance coverage:

32.1 *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

32.2 *Professional liability insurance* for all corporate officers and directors of the Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.3 *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.4 *Automobile liability insurance* in an amount not less than $250,000 for injuries to any one (1) person, $250,000 on account of any one (1) accident, and in an amount of not less than $250,000 for property damage.

Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as the Service Provider complies with the requirements of this Paragraph 32.0 or terminate this Agreement if the Service Provider unreasonable delays compliance.

33.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, *Florida Statutes,* or other limitations imposed on the City's potential liability under State or Federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000). This paragraph shall survive termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:	**ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.**
_____	**_____**
Print Name: _____	**By:_____**
	Date: _____
ATTEST:	**CITY OF COCOA:**
_____	**_____**
Carie Shealy, City Clerk, MMC	**By: Henry U. Parrish, III, Mayor**
	Date: _____

Cocoa Police Athletic League
Harry T. Moore Center
2014-2017 Program Benchmarks

- ✓ Although we had limited access to the facility during renovation, we have been successful in creating opportunities for the Moore Center to serve as a community center; a place for residents to gather for the Cocoa Police Athletic League's activities, and other community-building activities, which includes, community meetings, workshops, National Night Out, Community Resource Fair, Thanksgiving, Christmas, Black History Month Celebrations, and Art Exhibits.
- ✓ Successfully Leveraged funding and resources with the Brevard County Community Action Agency, Diamond Square RDA, Cocoa Police Department, Cocoa Community First, and the Cocoa Housing Authority to build capacity and provide programming to the Diamond Square Community, and surrounding areas.
- ✓ Coordinated and Hosted the Juneteenth Festival as a community building event with proceeds benefiting the PAL Center operations, programs, and activities.

Expanded Cocoa PAL Programs:

- ✓ Youth Director's Council to include, community voluntarism, statewide crime prevention activities, and leadership training.
- ✓ Basketball Program at the Joe Lee Smith Center
- ✓ Developed an After-School Program, serving area children and families including Cocoa Housing residents. More than 40 children registered with 20-25 in regular attendance.
- ✓ Re-established the Summer Academy for Academics and Arts serving a minimum of 25 area children during the summer.
- ✓ Appointed to the State of Florida Police Athletic Leagues Board of Directors representing Region 2
- ✓ Expanded the Youth Employment and Youth Leadership Programs serving approximately 25-30 teens during the summer.
- ✓ Developed a Financial Literacy program for youth, which has been incorporated into the after-school and summer program curriculums.

Created Community Partnerships:

- ✓ Serene Harbor provides program support for the After-School Program
- ✓ Second Harvest Food Bank provides free After-School and Summer meals for the children in our programs and others who may need a meal.

Applied and received State of Florida:

- ✓ Department of Children and Families Day-care Exemption (as required by state law) to run a PAL Center for youth
- ✓ Department of Health Inspection approved to serve meals and operate as a Center.

Community Garden:

- ✓ Youth Directors Council members volunteered to help bring the community garden back to its original program purpose.

Promotion:

- ✓ Cocoa PAL Facebook Page, Ebony News, Church Announcements, NAACP, Flyers door-to-door,
- ✓ Schools and partner organizations.

Outreach & Case Management:

The success of Cocoa Police Athletic/Activities League depends on the staff's time and ability to do outreach and provide individual case management to families. It requires relationship-building with parents to get kids to come to the program, and love coming. Needs vary from family to family, as well as the desire to take advantage of many of the life-changing programs and activities that the PAL program provides.

Legislation Details (With Text)

File #:	17-381	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/22/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Administrative Services Director)				
Sponsors:					
Indexes:	insurance				
Code sections:					
Attachments:	FY18 Agenda Supporting Documentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2017
Agenda Date: September 26, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve a one year policy renewal for the General Insurance Program with the Florida League of Cities, Inc., (Florida Municipal Insurance Trust) for the period October 1, 2017 through September 30, 2018 with an estimated premium of $746,897, pending approval of the FY2018 budget.

BACKGROUND:

The City has been a member of the Florida League of Cities' Florida Municipal Insurance Trust (FMIT) and has been insured with FMIT since October 1, 2001. The current policy covering general liability, automobile, and property coverage expires September 30, 2017. The Florida League of Cities has submitted a one year renewal proposal for the same level of coverage, making the total renewal premium $746,897. The City will receive a ***return of premium*** under the property coverage in the amount of $30,116, making our total annual premium $716,781. This proposal represents a $22,814 increase based on the FY2017 premium of $693,967.

Under the Finance Operations Manual, Section 12.2 Purchasing Procedures, the City Council may determine exceptions to competitive sealed bidding, under particular circumstances, if such exception is deemed in the best interests of the City and authorized by law. City Staff recommends to waive competitive bidding for this purchase so the City can remain a member of the FMIT for an additional year. The additional services and offers of coverage and services received from FMIT are not offered by other carriers as more fully explained below, the FMIT has superior financial stability (approx. $475 million in assets, $195 million in surplus, and $8.9 billion in total insured value

according to FMIT report), premiums are competitive, and past claims service with the FMIT over the past 16 years has been excellent. In sum, City staff does not believe it is in the City's best interest to leave the FMIT.

At the regular City Council Meeting on September 10, 2014, as part of the General Insurance Program renewal for Fiscal Year 2015, the staff report outlined key differences of the FMIT policy compared to a competitor. Unlike many other insurance coverage, defense/legal costs are not deducted from coverage limits or charged to the member as part of the deductible. As a tool to manage liability and exposure to the City, this is a vital covered item and protected the City from extensive legal expenses over the years. The City has worked with FMIT through our City Attorney's office to defend several important and costly trials where the City has prevailed at trial. In addition, the FMIT policy also provides additional coverage amounts for public officials' liability and property rights claims including extra-contractual coverage for EEOC claims and public official ethics defense. Additionally, FMIT members automatically participate in the *SynergyNDS* Program which is a proprietary program that provide the City with crucial disaster preparedness, response and recovery services for crisis planning, disaster response and loss recovery. For example, in the event of a natural disaster in which the City suffers extensive property damage, this turnkey recovery program will eliminate the City's upfront out-of-pocket expense associated with an insured property loss, expedite the overall claim and recovery process while allowing members the flexibility to have it done in coordination with the City's requirements, and provide real time reporting and experienced project management at no additional cost to the City.

Other items that set FMIT apart from their competition is the additional services received of high value at little or no cost. For example, in FY2016, the City participated in a full property asset survey where all assets were photographed and listed through proprietary software that allows the City to properly list and track all assets efficiently. Also, the FMIT provides a return of property premium which has historically resulted in the City receiving a return of a portion of its property insurance premium at the end of the fiscal year.

A summary of the City's FY18 renewal is:

General Liability 2017 / 2018 Premium - $415,799

The General Liability (GL) premium is based on two factors. (1) The GL experience modification. This modification is calculated just like the City's Workers' Compensation modification by using the 2013/2014, 2014/2015, and 2015/2016 fund year losses. (2) The GL is rated by using projected payrolls from the City for the 2017/2018 year. Using both of these factors, this proposal represents a $20,319 increase based on the FY2017 premium of $395,480.

Auto Liability & Physical Damage 2017 / 2018 Premium - $117,323

This proposal represents a $7,115 increase based on the FY2017 premium of $110,208.

Property Coverage 2017 / 2018 Premium - $213,775

This coverage includes Real & Personal Property, Windstorm/Hail, Equipment and Inland Marine. This proposal represents a $4,244 decrease based on the FY2017 premium of $218,019. The City will receive a ***return of premium*** in the amount of $30,116, which will lower the overall property premium to $183,659. The City will receive the ***return of premium*** in November.

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STRATEGIC PLAN CONNECTION:

Renewal of the contract through Florida League of Cities' Florida Municipal Insurance Trust will provide Financial Stability and will allow the City to control expenses of our General Liability, Automobile Liability, and Property Insurance.

BUDGETARY IMPACT:

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

Amount Requested	See Below - General Liability	
Account Numbers	$158,003.62	001-1600-513.45-00
	$91,475.78	001-2100-521.45-00
	$8,315.98	001-3560-519.45-00
	$4,157.99	423-3570-538.45-00
	$153,845.63	421-4010-536.45-00
Account Name	Insurance	

Amount Requested	See Below - Auto Liability	
Account Numbers	$639.92	001-1103-516.45-00
	$759.79	001-1600-513.45-00
	$34,724.08	001-2100-521.45-00
	$806.66	001-2132-524.45-00
	$1,335.71	001-2200-522.45-00
	$6,059.39	001-2201-522.45-00
	$783.22	001-3200-515.45-00
	$241.55	001-3500-519.45-00
	$2,869.71	001-3510-541.45-00
	$4,098.18	001-3520-572.45-00
	$926.53	001-3540-519.45-00
	$3,237.44	001-3560-519.45-00
	$271.29	001-3580-519.45-00
	$10,486.53	421-1515-536.45-00
	$1,507.86	421-4010-536.45-00
	$11,939.42	421-4020-536.45-00
	$20,021.30	421-4025-536.45-00
	$2,830.06	421-4055-536.45-00
	$2,307.31	421-4120-536.45-00
	$8,126.05	421-4125-536.45-00
	$3,351.00	423-3570-538.45-00
Account Name	Insurance	

Amount Requested	See Below - Property	
Account Numbers	$61,994.75	001-3560-519.45-00
	$151,780.25	421-4010-536.45-00
Account Name	Insurance	

There is no future financial impact beyond FY2018.

PREVIOUS ACTION:

The City Council at its September 13, 2016 meeting, approved a one year renewal policy with the Florida League of Cities, Inc., for the period October 1, 2016 through September 30, 2017.

RECOMMENDED MOTION:

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.

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Department of Insurance and Financial Services

FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2017-2018

City of Cocoa

FMIT 0105

Coverage	Deductible	Limit	Premium
General/Professional Liability	$25,000	$2,000,000	$415,799
Automobile Liability	$25,000	$1,000,000	$65,294
Automobile Physical Damage	Per Schedule		$52,029
Property	$25,000	$98,080,141	$213,775

TOTAL NET PREMIUM	$746,897
GRAND TOTAL PREMIUM	**$746,897**
RETURN OF PREMIUM	**$30,116**
REDUCED GRAND TOTAL PREMIUM	**$716,781**

The FMIT Board of Trustees has approved a $4,500,000 return of premium for members that had property coverage in the 2015-2016 Fund Year. The directive of the Board was to return property premium on the renewing members for 2017-2018 that participated in the Trust's property program in 2015-2016. Based on the property premiums paid in 2015-2016 the City can expect $30,116 in return premium should they elect to renew coverage for the 2017-2018 policy year.

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

FY 2018 Insurance Premium Distribution
Florida Municipal Insurance Trust

Annual Premium Proposal	$746,897.00

General Liability	$415,799.00

	General / Public Officials Liability		$324,323.22
38%	001-1600-513.45-00	$158,003.62	
37%	421-4010-536.45-00	$153,845.63	
1%	423-3570-538.45-00	$4,157.99	
2%	001-3560-519.45-00	$8,315.98	
		$324,323.22	

	Law Enforcement Liability		$91,475.78
22%	001-2100-521.45-00	$91,475.78	

Property	$213,775.00

71%	421-4010-536.45-00	$151,780.25
29%	001-3560-519.45-00	$61,994.75
		$213,775.00

Automobile	$117,323.00

001-1103-516.45-00	Project TBD	$710.00	-$70.08	0.5%	$639.92
001-1600-513.45-00	Project VI09GO	$843.00	-$83.21	0.6%	$759.79
001-2100-521.45-00	Project VI09PD	$38,527.00	-$3,802.92	29.6%	$34,724.08
001-2132-524.45-00	Project VI09PD	$895.00	-$88.34	0.7%	$806.66
001-2200-522.45-00	Project VI09FA	$1,482.00	-$146.29	1.1%	$1,335.71
001-2201-522.45-00	Project VI09FD	$6,723.00	-$663.61	5.2%	$6,059.39
001-3200-515.45-00	Project VI09CD	$869.00	-$85.78	0.7%	$783.22
001-3500-519.45-00	Project VI09AD	$268.00	-$26.45	0.2%	$241.55
001-3510-541.45-00	Project VI09ST	$3,184.00	-$314.29	2.4%	$2,869.71
001-3520-572.45-00	Project VI09PR	$4,547.00	-$448.82	3.5%	$4,098.18
001-3540-519.45-00	Project VI09FO	$1,028.00	-$101.47	0.8%	$926.53
001-3560-519.45-00	Project VI09FM	$3,592.00	-$354.56	2.8%	$3,237.44
001-3580-519.45-00	Project VI09CP	$301.00	-$29.71	0.2%	$271.29
421-1515-536.45-00	Project VI09FS	$11,635.00	-$1,148.47	8.9%	$10,486.53
421-4010-536.45-00	Project VI09WA	$1,673.00	-$165.14	1.3%	$1,507.86
421-4020-536.45-00	Project VI09DP	$13,247.00	-$1,307.58	10.2%	$11,939.42
421-4025-536.45-00	Project VI09TD	$22,214.00	-$2,192.70	17.1%	$20,021.30
421-4055-536.45-00	Project VI11EG	$3,140.00	-$309.94	2.4%	$2,830.06
421-4120-536.45-00	Project VI09SA	$2,560.00	-$252.69	2.0%	$2,307.31
421-4125-536.45-00	Project VI09SC	$9,016.00	-$889.95	6.9%	$8,126.05
423-3570-538.45-00	Project VI09SW	$3,718.00	-$367.00	2.9%	$3,351.00
		$130,172.00	-$12,849.00	100.0%	$117,323.00

	$130,172.00
Incentive Credit	-$12,849.00
Total	$117,323.00

Legislation Details (With Text)

File #:	17-384	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/25/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Sole Source - Fort Bend Sole Source List - Additions.pdf Sole Source List.pdf chemcials sole source only Exhbit A (3).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2017
Agenda Date: September 26, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To 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

BACKGROUND:

During the design and ultimately startup of the surface water treatment plant in 1999 and 2000, the city's Engineer of Record was CH2MHill. Due to the unique water chemistry and the need to create a design with consistent water chemistry reactions during treatment, it was determined that some of the chemicals tested and used to treat surface water must remain constant. Also, there are proprietary chemicals that are also used that are patented and manufactured by only one company.

On January 10, 2017, City Council approved Burnett Lime Company as sole source vendor. This vendor is utilized for Cal Flo liquid lime delivery. Attached is Approved Sole Source List addendum.

Industrial Chemical Inc., an approved sole source vendor, was used during pilot studies for the Taylor Creek Surface Water Treatment. CH2M Hill designed and recommended Superfloc 1986N during the original design of the surface water facilities. This vendor is the only distributor of Superfloc manufactured by Kemira, Inc. Attached is the approved sole source list.

Fort Bend Services is an approved sole source provider for LT-27 polymer. LT-27 has been used exclusively since the startup of the surface water plant and was recommended by the Ashbrook Corporation for treatment of the surface water residues. Attached is the approved sole source list.

Staff recommends continued approval of these three companies as sole source providers of chemicals for the Dyal Water Treatment Plant for FY 2018

Cal Flo	$114,100	Project # DYCH10
Superfloc	$35,200	Project # DYCH12
Polymer	$83,600	Project # DYCH13
	$232,900	

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$232,900
Account Number	421-4020-536.52-09
Account Name	Operating Supplies
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On January 10, 2017, City Council approved as sole source vendor Burnett Lime Company, 7095 Highway 11, Campobello, South Carolina for Cal Flo purchases.

On December 2, 2016, Finance approved Sole Source justification for Industrial Chemical, Dallas, Texas, in the purchase of Superfloc 1986N for use at Dyal Water Treatment Plant.

On November 15, 2016, Finance approved Sole Source justification for Fort Bend Services, Inc.,

Stafford, Texas, in the purchase of LT-27 Polymer for use at Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To 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.

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RESOLUTION NO. 2017-90

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 THE 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 or public improvement 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, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement 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 this 26th day of September, 2017.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No.

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of (purchasing various chemicals from Burnett Lime Co., Inc., Campobello SC; Industrial Chemicals, Inc., Dallas TX, and Fort Bend Services, Inc., Stafford TX.

The Department Director 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 the Resolution.

_____

John A. Titkanich, Jr., City Manager

UTILITIES DEPARTMENT
351 Shearer Boulevard, Cocoa, Florida 32922
Phone: (321) 433-8700

INTEROFFICE MEMO

TO: Sonja Ham-Suarez, Purchasing Manager
FROM: John A. Walsh, P.E., Utilities Director
DATE: February 3, 2017
SUBJECT: **Sole Source Additions**

It is assumed that the current sole source vendor list will remain and it is requested the following sole source vendors be added to the current pre-approved list:

E.H. Wachs - They are the sole manufacturer, assembler, and distributor for Guillotine Saw as well as the sole provider for repair service. The Guillotine Saw is a proprietary product that no one else manufactures. Also, the automated valve truck/trailer equipment is solely manufactured and serviced by E.H. Wachs. No other vendor is authorized to work on any of their equipment.

Sunshine State Call One – This is the only vendor that provides locating services as required by Florida Underground Facilities Damage and Prevention & Safety Act approved in 1997. As such, the city is required to pay for services to locate and protect our water and sewer systems in the field from being damaged during construction and repair work.

Sonitrol - All electronic security located at the Dyal Plant is provided by Sonitrol. Sonitrol was installed in 2007 to control access to doors and gates at the plant. Sonitrol is the exclusive provider of parts and equipment as well as service calls and monitoring services. No other company is authorized to work on any components provided by Sonitrol.

Stantec – Due to the development of proprietary rate models and other financial data developed through their prior work experience with the City, the services provided by Stantec cannot be obtained competitively and therefore, they are a sole source provider. Stantec was chosen through a competitive RFQ process back in 2009. Similar items and services cannot be obtained from other sources due to their technical knowledge and prior modeling experience for the rate studies and utility rates.

Gerber Pumps – Gerber is the exclusive provider of DISCFLO pumps in Florida. There is no other supplier who sells DISCFLO pumps. The Dyal plant has standardized on the use of DISCFLO pumps and to deviate from the standard would incur additional installation costs and other modifications to accept other pumps.

Burnett Lime Company, Inc. – Burnett Lime Co. is the only company that holds the patent to the CAL-FLO product. CAL-FLO is a proprietary chemical used in the treatment of surface water and was selected and proven to be the most effective product when the surface water treatment system was first constructed. Burnett is the sole provider of the CAL-FLO chemical and is also the only vender who can provide maintenance and parts for the system when repairs are needed.

Industrial Chemical (Kemira) - During the surface water design and start up, Superfloc Polymer for surface water treatment was determined to be the most effective chemical. The chemical is a proprietary chemical and patented by Industrial Chemical/Kemira and is a sole source.

Innovyze – The City's engineering department uses Innovyze software to maintain the hydraulic model for the water system as well as the sewer system. Innovyze is a proprietary modeling software and the licensing, authorized training, and support is exclusive to Innovyze.

Eaton Corporation (EESS) – EESS is the only authorized dealer for parts, replacement parts, and service for the automatic transfer switches (Cutler Hammer) used at the surface water pump house. No other company can provide service or parts for the automatic transfer control boards.

Solid Waste Management – They are the only landfill located in Brevard County that will accept our solid waste sludge for disposal. The hauling distance, time to haul, and costs associated with hauling to a landfill outside Brevard County are not feasible and therefore they are a sole source provider.

Florida City Gas – Certain components within the utility system are gas fed and Florida City gas is the exclusive provider of natural gas in this service area.

Diversified Engineering, Inc. – DEI prepared the Risk Management Plan at Dyal (RMP) and is uniquely qualified to maintain the plan. Their experience with the necessary compliance training is unique. No other company would be able to accomplish this and would first be required to prepare a process hazards analysis. Because DEI created the RMP and has completed the hazard analysis, they are uniquely qualified to conduct all training and prepare and submit all documentation as required by law to FDEP for all the chemicals and other hazards at the plant.

DLT Solutions, LLC. – They are the sole provider of AutoCAD software and licensing. The city has standardized on AutoCAD many years ago and uses AutoCAD for all electronic drafting and design, asbuilts, and preparing of in house plans.

Canon Solution America, Inc. – They provide service and support for the large full size plotter for construction plans and plots. Only Canon personnel can provide service and support to their equipment.

Orange County Utilities Laboratory – They are the only location that meets our needs for Crypto/Giardia testing, including the LT2 and Biannual Wastewater sampling. OCU is the only laboratory within driving distance that can perform these tests and still meet our hold times per FDEP regulations. No other lab can meet this requirement.

Environmental Resource Associates – They are the only Proficiency Test (PT) and Demonstration of Capability (DOC) provider that offers reports within 2 days, carries all the testing we need for our annual certification, and is directly connected to our annual Discharge Monitoring Report (DMR). Every lab is required to conduct Quality Assurance testing to ensure consistency and accuracy with parallel sampling. There is no other consultant who can perform or provide this service.

Florida Department of Environmental Protection – FDEP is the sole provider for the wastewater and water annual permits that are required for plant operations.

Xylem – Xylem is the exclusive provider of the proprietary Wedeco ozone generator systems. The Dyal Plant exclusively uses Wedeco for ozone generator support including hardware, software, programming, and repair and maintenance of the complete ozone system and to deviate from the standard would incur additional installation costs and other modifications.

Proprietary Sole Source Vendors (Current As of 8/9/17)

Vendors are exempt from competitive bid or quote

Approved Vendors	Vendor Number	Product/ Service
Advanced Detection Security (ADS)	7942	Monitoring & repair of security systems in City buildings
Aerzen USA Corporation	6522	Parts, Supplies & Service for Single Stage Blowers
Alfa Lava, Inc.	9896	Parts for Belt Filter presses
Aries Industries, Inc	1276	Wastewater TV Truck Camera Equipment, Parts & Warranty Service
AWC Inc.	9206	ABB Instrumentation & (Dyal) SCADA system hardware, technical support, and software license renewal for Siemens SIEPRO
Barney's Pumps	544	Warranty & Non-Warranty Parts & Repairs for Aurora and Layne/Verti-Line Pumps
Boss—Business Oriented Software Solutions, Inc.	9803	IT Helpdesk & Asset Management
Burnett Lime Company Inc.	8684	CAL-FLO chemical
Canon Solution America, Inc.	9643	Service & support for full-size plotter
Carter & Ver Planck Inc.	882	Parts & Service of Flowserve Pumps
CCG Systems Inc.	7814	Service provider for "faster" Fleet Management System
Citrix Systems Inc.	8655	XenDesktop Platinum Edition Licensing Renewals & XenApp Platinum Edition Licensing Renewals
Coast Pump Water Technologies	6642	Parts for plant and transfer pumps
Container Systems & Equip. Co.	9459	Parts & Service for Tymco street sweeper
Culligan Water Products	1668	Services & supplies for Culligan Deionized Water Systems
Cummins Power South, LLC	2014	Standby Generator Repair & Parts for Cummins Generator
Detection Instruments Corporation	9818	OdaLog/OdaTrak line of hydrogen sulfide gas data detectors/loggers and software
Diversified Engineering Intl. (DEI)	8095	Risk management training, maintenance & documentation (Dyal)
DLT Solutions, LLC	6248	AutoCAD software & licensing
E.H. Wachs Company	5977	Repair & Equipment Guillotine Saw & Automated Valve truck/trailor
Eaton Corporation (EESS)	10135	Parts & Service for Cutler Hammer auto. transfer switch
Environmental Resource Associates (ERA)	3444	Proficiency test & demonstration of capability annual certification
ESRI-- Environmental System Research	4135	Small Government Term Enterprises License Agreement and Small Enterprise License Agreement Training Package for GIS Software
Express Badging	9901	Employee HID Cards
Facility Dude.Com	9039	(PW) work order system yearly license
FL Dept. of Environmental Protection	787 1508 6777 3012	Annual permits
FL Dept. of Health, Bureau of Public Health	4560	Environmental Testing Lab Certification Renewal
FL East Coast Railway, LLC FL East Coast Railway Orlando	1987 7268	Annual Maintenance
Florida City Gas	348 9152	(Utilities) Gas
Gerber Pumps Intl.	1449	DISCFLO pumps
HACH Chemical Company	93	Supplies for Field and Lab analyzers & WIMS software (Dyal)
Idexx Laboratories Inc.	2780	Idexx supplies for water testing
Industrial Chemicals Inc. (Kemira)	8632	Superfloc Polymer
Innovyze	9297	Modeling software for water/sewer
Insource Software Solutions Inc.	9591	Wonderware Human Machine Interface Software (Dyal) & ThinClient software licensing agreements
Iwater Inc.	9504	INFRAMAP Now Software training & updates/upgrades
Kronos Inc.	7769	ETK Configuring & Managing Pay Rules, training, updates/upgrades
Nextran of Orlando	5559	Parts & service for Mack trucks
Orange County Utilities Laboratory	8827	Crypto/Guardia testing, LT2 & biannual wastewater testing
Pro-Co Inc.	8446	Rexa Valve Actuators
Pulsafeeder Inc.	9635	Chemical Feed Pump
S & L Materials Inc.	9189	Shell Rock Road Base Material
SCI Distribution LLC	2437	Parts & service for automated fueling system

Solid Waste Management	5123	Landfill
Sonitrol of Florida East Coast	8214	Electronic security doors, gates, monitoring, maintenance & equipment
South Florida Emergency Vehicles	9912	Parts & Service for Sutphen Fire Apparatus
St. John's River Water Management District	3988 6156 7695	Environmental Resources Permits
Stantec Consulting Service Inc.	10139	Rate models & financial data
Sunshine State One-Call of Florida	4971	Locating services
TEAM Industrial Services, Inc.	9615	InsertValve installation equipment, valves, & related training & installation services
Ten-8 Fire Equipment Inc.	503	Parts & service for Pierce Fire Apparatuses
Tracer Electronics LLC	10023	Sensors & Software GPR locating units and related parts
Trane Maitland Trane Orlando Company	9530 6762	Trane HVAC Equipment & Tracer Summit Building Automation System
Vapex Environmental Technologies	9782	Vapex O-Mega odor control system warranty, quarterly equipment maintenance service and PLC unit remote monitoring
Water Treatment & Controls Co.	1345	Repair & Parts for Paste Lime Slaker by Integrity and Municipal Syst. & Deplox Chlorine monitor
XC-2 Software LLC.	7032	Service & Maintenance for XC-2 Software
Xylem Water Solutions USA, Inc.	1240 9534	Wedeco ozone generator systems hardware, software, programming, repair & maintenance

Approved by:

Purchasing Manager — Date: 2/8/17

Finance Director — Date: 2.8.17

City Manager — Date: 2/9/17

EXHIBIT A

FY2018 CHEMICALS

BUDGETARY IMPACT W/PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY /TONS	REQUESTED ACTION	Unit of Measure	Unit Cost	Extended Total	EXPIRES
1	Burnett Lime	CalFlo	DYCH10	Proposal	1,630,000	Proprietary SS Purchase	Liquid Lb.	0.070	114,100	09/30/18
2	Industrial Chemical	Superfloc 198	DYCH12	Proposal	9	Proprietary SS Purchase	TOTE	4,065.000	35,200	09/30/18
3	Fort Bend Services Inc.	LT27 Polymer 36-Bag/Pallet	DYCH13	Proposal	740	Sole Source Purchase	Bag	112.950	83,600	09/30/18

* Dyal WTP	Account No.	421-4020-536-52-09	FY2018	Grand Total	232,900
* Sellers	Account No.	421-4120-536-52-09	FY2018	Grand Total	
					232,900

Legislation Details (With Text)

File #:	17-386	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/28/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Approve expenses for electric services budgeted in FY2018 and authorize the City Manager to approve the monthly invoices. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2017
Agenda Date: September 26, 2017
Prepared By: Christi Grant, Staff Accountant
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve expenses for electric services budgeted in FY2018 and authorize the City Manager to approve the monthly invoices

BACKGROUND:

Considering the overall annual cost of electrical services to the City and the probability that an individual monthly invoice may exceed the City Manager's signing authority, staff is requesting City Council to authorize the City Manager to approve all electric invoices for the fiscal year of 2018 pending approval of the FY2018 Budget.

STRATEGIC PLAN CONNECTION:

None. This is an operational request.

BUDGETARY IMPACT:

Budgeted Yes

Estimated amounts budgeted for electric service in FY2018 total $3,041,980. For informational purposes only, electric service is budgeted in the following accounts:

Account	Description	Budget Estimate

001-2100-521-43-00	Police Admin/Operations	$56,982
001-2201-522.43-00	Fire Operations	$22,870
001-3510-541-43-00	Public Works Maintenance	$340,000
001-3520-572-43-00	Parks & Beautification	$7,000
001-3560-519-43-00	Facility Management	$201,700
Total General Fund = $628,552		
421-4010-536-43-00	Water Administration	$1,440
421-4020-536-43-00	Dyal Plant	$1,990,103
421-4025-536-43-00	Water Field Operations	$82,140
421-4120-536-43-00	Water Reclamation	$253,925
421-4125-536-43-00	Sewer Field Operations	$68,820
Total Water/Sewer Fund = $2,396,428		
423-3570-538-43-00	Stormwater Utility	$17,000

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve expenses for electric services budgeted in FY2018 and authorize the City Manager to approve the monthly invoices.

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Legislation Details (With Text)

File #:	17-389	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	8/28/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Quotes.pdf Historical Policy Information.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2017
Agenda Date: September 26, 2017
Prepared By: Deane Mills, Safety & Risk Program Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
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.

BACKGROUND:

The City has been insured for our excess workers' compensation coverage with Safety National Casualty Corporation through Re-Ex Insurance Brokers, LLC since October 1, 2012. The current policy expires September 30, 2017. Excess coverage is designed to protect our City from "unexpected" high-cost Workers' Compensation claims. The current policy includes "statutory" limits (unlimited), specific retention of $650,000, and a rate of $0.6240 per $100 of payroll. The City is self-insured up to the specific retention amount on all claims. Once a claim reaches this threshold, the claim is paid by the excess carrier.

A two year renewal proposal has been extended by Safety National that includes a continuation of the same "statutory" limits, specific retention of $650,000 per claim, and a rate of 0.6240 (which represents a zero rate increase). The two year proposal provides for a rate lock of 0.6240 per $100 of payroll (for two years) and an annual estimated premium of $145,937 (based on the current estimated annual payroll).

Re-Ex Insurance Brokers also tested the excess workers' compensation insurance market and solicited quotes from 6 other national carriers. One carrier (Midwest) provided a quote of $170,961 ($25,024 higher than the quote provided by Safety National), while the other 5 carriers declined to quote for various reasons. The majority of the solicited carriers have a higher minimum retention, which would be a higher risk to the City.

The attachment provides details of the Excess Workers' Compensation proposals presented by Re-Ex Insurance Brokers.

STRATEGIC PLAN CONNECTION:

Renewal of the policy through Safety National will provide Financial Stability to our self-insured Workers' Compensation fund, and will allow the City to control expenses.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$146,000
Account Number	520-1801-513.31-00
Account Name	Professional Services

PREVIOUS ACTION:

The City Council, at its August 23, 2016 meeting, approved a one year policy with Safety National Casualty Corporation for the period of October 1, 2016 through September 30, 2017.

RECOMMENDED MOTION:

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 premium of $145,937, pending approval of the FY2018 budget.

CITY OF COCOA

EXCESS WORKERS' COMPENSATION QUOTES

8/10/2017

	Current Program with Updated Payrolls*	Option 1	Option 2	Option 3
Estimated Annual Total Payroll	**$23,387,342**	**$23,387,342**	**$23,387,342**	**$23,387,342**
Estimated Annual Manual Premium	$926,422	$926,422	$926,422	$926,422
Policy Term	1 year	2 years	2 years	1 year
Specific Retention	**$650,000**	**$650,000**	**$600,000**	**$650,000**
Specific Limit W.C.	Statutory	Statutory	Statutory	Statutory
E.L.	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Rate (per $100 of Payroll)	**0.6240**	**0.6240**	**0.6911**	**0.7310**
Annual Policy Premium	**145,937**	**145,937**	**161,630**	**170,961**
Total Policy Premium	$145,937	$291,874	$323,260	$170,961
Minimum Policy Premium	$131,343	$262,687	$290,934	$153,865
Payment Plan	Annual	2 Annual Installments	2 Annual Installments	Annual
Carrier	Safety National Casualty Corporation	Safety National Casualty Corporation	Safety National Casualty Corporation	Midwest Employers Casualty Company
Carrier's A.M. Best Rating	**A+, XIV**	**A+, XIV**	**A+, XIV**	**A+, XV**

* Current program was based on a payroll of $20,212,659 which generated a premium of $127,522.

Notes

1. Option 1 from Safety National includes a flat renewal with the same limits, SIR and rate as expiring for 2 years.
2. Option 2 from Safety National includes the same limits as expiring with a $600,000 SIR at a rate increase of 10.8% for 2 years (with no change in rate).
3. Option 3 from Midwest Employers includes the same limits and SIR as expiring with a rate increase of 17%.
4. Safety National's quotes include their MAP Client Services. Resources include Safety Essentials Online, Workers' Comp Kit, Safety Training Source and Ask Best Doctors which provides in-depth case review by world renowned doctors.

Other Markets:

1. **Midwest** also quoted a $750,000 SIR at a premium of $157,116.
2. **Arch** declined to quote due to their minimum SIR ($750,000) for police and fire and uncompetitive pricing.
3. **NY Marine** declined to quote due to their minimum SIR ($750,000) for police and fire, minimum SIR ($1,000,000) for presumptive claims and uncompetitive pricing.
4. **State National** was not approached due to their inability to write this class of business.
5. **Travelers** was not approached due to the City's TPA not being a nationally approved TPA and their minimum premium at $150,000.
6. **ACE** was not approached due to their minimum SIR for police and fire being $1,000,000 and their minimum premium at $150,000.

ReEx Insurance Brokers

CITY OF COCOA
Historical Policy Information

Policy Period	Policy Number	Self Insured Retention	Specific Limits	Employers Liability Limits	Carrier	Total Audited Payroll	Rate (per $100 of Payroll)	Excess Premium	Rate Increase/ Decrease
10/1/02-03	647716	500,000	25,000,000	1,000,000	ERC	14,590,622	0.2111	30,801	
10/1/03-04	EWC005156	750,000	25,000,000	1,000,000	Midwest	15,895,665	0.6188	98,362	193.13%
10/1/04-05	EWC005156	750,000	25,000,000	1,000,000	Midwest	14,963,260	0.6962	104,174	12.51%
10/1/05-06	W-128589847	750,000	Statutory	1,000,000	C N A	15,555,730	0.6005	93,412	-13.75%
10/1/06-07	EWC007751	750,000	Statutory	1,000,000	Midwest	17,151,253	0.6005	102,993	0.00%
10/1/07-08	EWC007751	750,000	Statutory	1,000,000	Midwest	17,842,698	0.5825	103,934	-3.00%
10/1/08-09	EWC007751	600,000	Statutory	1,000,000	Midwest	18,974,582	0.6433	122,063	10.44%
10/1/09-10	EWC007751	500,000	Statutory	1,000,000	Midwest	19,645,764	0.6666	130,959	3.62%
10/1/10-11	EWC007751	500,000	Statutory	1,000,000	Midwest	18,577,561	0.6666	123,838	0.00%
10/1/11-12	SP4044872	500,000	Statutory	1,000,000	Safety	17,438,529	0.5916	103,168	-11.25%
10/1/12-13	SP4047185	500,000	Statutory	1,000,000	Safety	17,785,345	0.7779	138,352	31.49%
10/1/13-14	SP4049577	650,000	Statutory	1,000,000	Safety	17,166,172	0.6305	108,233	-18.95%
10/1/14-15	SP4051748	650,000	Statutory	1,000,000	Safety	19,623,941	0.6305	123,729	0.00%
10/1/15-16	SP4053844	650,000	Statutory	1,000,000	Safety	19,244,277	0.6309	121,412	0.06%
10/1/16-17*	SP4055634	650,000	Statutory	1,000,000	Safety	*20,212,659*	0.6240	126,127	-1.09%
10/1/17-18*	TBD	650,000	Statutory	1,000,000	Safety	*23,387,342*	0.6240	145,937	0.00%
10/1/18-19*	TBD	650,000	Statutory	1,000,000	Safety	*23,387,342*	0.6240	145,937	0.00%

**Italicized payroll figures are estimates - not yet audited.*

Legislation Details (With Text)

File #:	17-397	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/30/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agreement for Traffic Signal Box Wraps (FINAL CLEAN).pdf Artwork License Agreement (Exhibit A).pdf Budget Resolution 2017.pdf BAF-PW-Signal Wraps (9-1-17)~ Agenda 17-397.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2017
Agenda Date: September 26, 2017
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, City Manager
Requested Action:
To 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.

BACKGROUND:

During the strategic planning process of 2014, members of the physical image committee discussed ways graffiti could be prevented on the traffic signal boxes throughout the City. It was decided the City may want to look at a graffiti resistant wrap that would ease future removals as well as improve the physical and emotional image of the City, especially along the city's high traffic count roadways. A solution was presented for City Council consideration during the fiscal year 2017 budget development process and funds were budgeted for this purpose. Due to the success of the "Art Beatz" bench painting program, the city reached out to the group to determine their interest in administering the traffic signal box wraps program. They agreed to work through Cocoa Main Street to solicit artistic designs for the potential locations.

Staff was able to find 13 highly visible and suitable locations to begin the program. Art Beatz has received many art samples and has narrowed the list for the 13 wraps. Cocoa Main Street will work

with a local vendor to have the wraps manufactured and installed. It is estimated the cost for each wrap to include artistic design, manufacturing and installation to be between $820 and $1,575. At the conclusion of the installations Cocoa Main Street will return reaming funds to the City of Cocoa.

The draft Agreement is attached to the agenda item and is in the process of being finalized by the City Attorney's office and with Cocoa Main Street. As such, this Agenda Item also requests that the City Council authorize the City Manager to finalize and execute the Agreement.

STRATEGIC PLAN CONNECTION:

Physical Image Goal 1: Objective 1.1 (a): Expand beautification efforts along the highest traffic count roadways in the City.

Physical Image Goal 1: Objective 1.5 (d): Place public art on traffic boxes to discourage graffiti.

BUDGETARY IMPACT:

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

Amount Requested	$25,000
Account Number	_001-3510-541.46-00
Account Name	_Repairs and Maintenance

Transfer from:	001-3510-541.63-00
Transfer to:	001-3510-541.46-00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To 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; and Authorize the City Manager to finalize and execute the Agreement.

AGREEMENT FOR
TRAFFIC SIGNAL BOX WRAP SERVICES

This Agreement is entered into this _____ day of _____, 2017, by and between the **City of Cocoa**, a Florida municipal corporation (hereinafter the "City"), and the **Greater Cocoa Community Partnership, Inc.**, d/b/a **Cocoa Main Street**, a Florida nonprofit corporation (hereinafter the "Cocoa Main Street").

RECITALS

Whereas, the City Council for the City of Cocoa has determined that art in public places provides an aesthetic enhancement to the City and is intended for the beneficial enjoyment of the community; and

Whereas, the City Council desires to enhance the beauty of the City and deter vandalism by purchasing traffic signal box wraps ("Box Wraps"), which will be fabricated from a graffiti-resistant material and covered in artwork, to be installed in at least thirteen (13) locations throughout the City; and

Whereas, the City Council intends to contract with Cocoa Main Street to assist with the design selection for the Box Wraps and to work with a local vendor to produce and install the Box Wraps; and

Whereas, Cocoa Main Street shall further work with ArtBeatz, a local Cocoa group that has previously painted benches in downtown Cocoa, to commission design(s) for the Box Wraps, which shall be subject to City approval; and

Whereas, Cocoa Main Street is a not-for-profit Florida corporation, which is committed to preserving Cocoa's rich heritage through revitalization and rehabilitation of the City's historic areas; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, Cocoa Main Street and the City agree as follows:

1. Cocoa Main Street Obligations.

A. Design Selection. Cocoa Main Street shall assist with the design selection for the Box Wraps and work directly with ArtBeatz to commission and design the artwork that will be used on the Box Wraps. The design(s) chosen for the Box Wraps shall comply with the following general guidelines:

- The color and design should be visually effective from a distance.
- Artwork must be original.
- Artists must use the dimensions provided by Cocoa Main Street when creating each design.

- Designs may not contain any representations of traffic lights, signs, or signals.
- Designs may not advertise or promote a business, product or viewpoint.
- Designs may not include any breach of intellectual property, trademarks, brands, or images of illegal activity.
- Designs shall be appropriate for viewers of all ages.
- The finished artwork will be in public domain and therefore may be subject to vandalism. Accordingly, artists should not have large open areas in the design which might provide an opportunity to deface the work.

Design(s) chosen by Cocoa Main Street shall be subject to the final approval of the City Manager or his or her designee. Cocoa Main Street and ArtBeatz shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material, or texture of the chosen design(s) as represented in the original proposal.

B. Production and Installation of Box Wraps. Cocoa Main Street shall work with a local vendor, chosen by Cocoa Main Street after soliciting bids, to coordinate and complete the production/fabrication and installation of the Box Wraps such that they will be in substantial conformity with the proposed design(s) selected by Cocoa Main Street and the City or any approved amendments thereto. Cocoa Main Street shall enter into a written agreement with the selected local vendor to produce and install at least thirteen (13) Box Wraps in locations designated by the City. Cocoa Main Street may secure the production and installation of additional Box Wraps, provided that the City shall not be responsible for any costs exceeding that which is allocated as provided in Paragraph 3 below. Production and installation shall be subject to the following general guidelines:

- Selected design(s) will be digitally applied to vinyl wrap or similar graffiti-resistant material and installed on a city-owned traffic signal box. Cocoa Main Street and ArtBeatz may make adjustments to the finished piece as needed to make the design fit the signal box.
- The vinyl wraps or similar graffiti-resistant material must be designed to withstand the elements and typical Florida weather for a period of at least three (3) years.

The City shall be designated as a third party beneficiary of the written agreement between Cocoa Main Street and the selected local vendor. The written agreement between Cocoa Main Street and the selected local vendor shall include a warranty for the Box Wraps to withstand exposure to normal Florida weather for a period of at least three (3) years. Such written agreement shall further require the local vendor to waive any claims for payment against the City for services rendered. Local vendor's sole remedy shall be to pursue any claims for unpaid invoices against Cocoa Main Street.

The Box Wraps and artwork will be installed outside, on a functioning piece of equipment, and may be vandalized, destroyed by unusual weather events, damaged or removed. In the event of such vandalism, destruction, damage, or removal by any person or entity other than the City and at the City's option, Cocoa Main Street shall arrange reproduction and reinstallation of the Box

Wraps with the chosen design(s). This obligation to reproduce and reinstall and to coordinate such reproduction and reinstallation shall continue for a period of three years following the installation of the Box Wraps, provided that the City reimburse Cocoa Main Street for any actual costs incurred for such reproduction and installation.

Cocoa Main Street shall be solely responsible for coordinating and distributing payments for all labor and materials costs associated with production and installation of the Box Wraps. Cocoa Main Street shall coordinate installation with the City's Public Works Director or his or her designee to ensure that it will not conflict with any ongoing city projects.

C. Notification to ArtBeatz and/or Individual Artists. Cocoa Main Street shall notify ArtBeatz and/or individual artists that they shall be required to sign the License Agreement attached hereto as **Exhibit A** authorizing the City to use the selected artwork and images of the Box Wraps, with attribution, and also to use such images to promote the City. The City shall retain the right to relocate or permanently remove the Box Wraps and artwork from public display for any reason, in the sole discretion of the City, including, but not limited to: hazards to public health, safety or welfare; unsightly or deteriorated conditions of the artwork; or the need to access, repair and maintain public facilities. ArtBeatz and/or individual artists shall further be required to waive any right to prevent removal or relocation of the Box Wraps and associated artwork. Should the City remove the Box Wraps as provided above, the City may thereafter use the Box Wraps for any purpose, including without limitation, sale or destruction. Cocoa Main Street may not begin installation of a particular Box Wrap until the City has received an executed License Agreement as provided in **Exhibit A** from the applicable artist and/or ArtBeatz.

D. Agreement with ArtBeatz and/or Individual Artists. Cocoa Main Street shall further enter into a written agreement with ArtBeatz and/or individual artists, as applicable, regarding payment for its design(s). Such written agreement shall require ArtBeatz and/or the individual artist to waive any claims for payment against the City for services rendered. ArtBeatz and/or the individual artist's sole remedy shall be to pursue any claims for unpaid invoices against Cocoa Main Street.

E. Maintenance Instructions. Cocoa Main Street shall procure any applicable maintenance instructions from the local vendor and/or artist and provide these to the City prior to installation.

2. City Obligations.

A. Payment. The City has allocated twenty-five thousand dollars ($25,000.00) for the Box Wraps in its budget for the current fiscal year, which shall be paid in full and in advance of the installation and production by September 30, 2017. However, Cocoa Main Street shall be required to transmit itemized invoices for all work performed related to the Box Wraps to the City and shall be required to reimburse the City for any remaining funds not expended. The entire budgeted amount shall be used solely for payments to ArtBeatz and/or individual artists and for

the production and installation of the Box Wraps. Cocoa Main Street shall not receive a fee for its services hereunder.

B. Approval of Designs. As stated above, the City Manager or his or her designee shall provide final approval of all Box Wrap designs.

3. Term and Termination. This Agreement shall remain in full force and effect until all Box Wraps are removed from City property or three years following the installation of the Box Wraps, whichever occurs earlier, unless terminated earlier as provided herein. The City may terminate this Agreement at any time upon giving ten (10) days written notice. Upon such termination, Cocoa Main Street shall return any unexpended funds, and the City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall the City be liable for incidental or consequential damages by reason of such termination.

4. Professionalism and Standard of Care. Cocoa Main Street shall do, perform and carry out in a professional manner all services required to be performed by this Agreement. Cocoa Main Street shall also use the degree of care and skill in performing the services that are ordinarily exercised under similar circumstances by reputable members of Cocoa Main Street's profession working in the same or similar locality as Cocoa Main Street.

5. Warranty of Professional Services. Cocoa Main Street (for itself and any of its employees, contractors, partners, and agents used to perform the services) hereby warrants unto the City that all of its employees (and those of any of its contractors, partners, and agents used to perform the services) have sufficient experience to properly complete the services specified herein or as may be performed pursuant to this Agreement. In pursuit of any services, Cocoa Main Street shall supervise and direct the services, using its best skill and attention and shall enforce strict discipline and good order among its employees. Cocoa Main Street shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the services.

6. Independent Contractor. With regard to any and all work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Cocoa Main Street is such that Cocoa Main Street is an independent contractor and not an agent of the City. Cocoa Main Street, its contractors, partners, agents, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and Cocoa Main Street, its contractors, partners, employees, or agents, during or after the performance of the work under this Agreement.

7. Indemnification. For all services and work performed pursuant to this Agreement, Cocoa Main Street agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions,

intentional or otherwise, arising out of or resulting from Cocoa Main Street's and its employees, partners, contractors, and agents performance of the services and work being performed under this Agreement; (b) Cocoa Main Street's, and its employees, partners, contractors, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Cocoa Main Street's and its employees, partners, contractors, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by Cocoa Main Street and its employees, partners, contractors, and agents in obtaining the funds provided under this Agreement; (d) Cocoa Main Street's and its employees, partners, contractors, and agents failure to properly expend the Funds pursuant to this Agreement.

The indemnification provided above shall obligate Cocoa Main Street to defend at its own expense or to provide for such defense, at the option of the City, 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 which may result from the services and work performed under this Agreement whether the services and work are performed by Cocoa Main Street, its employees, contractors, partners, and agents or anyone directly or indirectly employed by Cocoa Main Street. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

8. Insurance. Without limiting any of the other obligations or liabilities of Cocoa Main Street, Cocoa Main Street shall, at its sole expense, procure, maintain and keep in force adequate amounts and types of insurance necessary, in its sole judgment, to insure against any risk or liability that Cocoa Main Street may incur while performing its obligations under this Agreement

Cocoa Main Street expressly understands and agrees that any insurance protection obtained by Cocoa Main Street shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

9. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been received upon personal delivery or three (3) days after mailing via United States mail, registered or certified, postage prepaid, addressed as follows:

Cocoa Main Street: Greater Cocoa Community Partnership, Inc.
Attn: Terry Black, President
434 Delannoy Avenue, Suite 100
Cocoa, FL 32922

City: City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922
Telephone: (321) 433-8800

Any changes to the above addresses should be made in writing, in accordance with the terms of this provision.

10. Audit and Inspections. All Cocoa Main Street's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Cocoa Main Street within thirty (30) days after receipt by Cocoa Main Street. Failure of Cocoa Main Street to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future funds or immediate return to the City the funds provided by this Agreement.

11. Representations and Warranties. Cocoa Main Street represents and warrants that it shall use all funds received from the City under this Agreement for the sole purpose of performing the services in Paragraph 1.0 above. In the event Cocoa Main Street fails to expend such funds for said purpose (Wrongfully Expended Funds), Cocoa Main Street shall fully reimburse the City the Wrongfully Expended Funds plus interest calculated at maximum rate allowable under Florida law per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, Cocoa Main Street shall be liable for all costs incurred by the City to collect such funds including, but not limited to, reasonable attorney's fees, filing fees, and other costs.

12. Governing Law and Venue. This Agreement shall be governed by and construed pursuant to the laws of the State of Florida, and the parties agree that venue with respect to any dispute or litigation shall be in Brevard County, Florida or, for actions in federal court, venue shall be properly placed in Orlando.

13. Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Cocoa Main Street agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Cocoa Main Street related to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Cocoa Main Street. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Cocoa Main Street are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF COCOA MAIN STREET HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COCOA MAIN STREET'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Cocoa Main Street is required to and agrees to comply with public records laws. Cocoa Main Street shall keep and maintain all public records required by the City to perform the services as agreed to herein. Cocoa Main Street shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Cocoa Main Street shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Cocoa Main Street shall transfer to the City, at no cost, all public records in possession of Cocoa Main Street, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Cocoa Main Street shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Cocoa Main Street shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Cocoa Main Street to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Cocoa Main Street of the request and Cocoa Main Street shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Cocoa Main Street to grant direct access (i.e. password protected access) to its proprietary computer systems. If the Cocoa Main Street does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Cocoa Main Street acknowledges that if Cocoa Main Street does not provide the public records to the City within a reasonable time, Cocoa Main Street may be subject to penalties under Section 119.10, Florida Statutes. Cocoa Main Street acknowledges that if a civil action is filed against Cocoa Main Street to compel production of public records relating to this Agreement, the court may assess and award against Cocoa Main Street the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Cocoa Main Street, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Cocoa Main Street to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Cocoa Main Street fails to comply with this Section, and the City

must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Cocoa Main Street's failure to comply with this Section, the City shall collect from Cocoa Main Street prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Cocoa Main Street. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Cocoa Main Street's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14. Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Cocoa Main Street agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

15. Assignment. Cocoa Main Street shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of City.

16. Attorney's Fees. Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

17. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed by this Agreement in a timely manner, due to a hurricane, flood, tornado, or other Act of God or force majeure (not to include a strike or work stoppage), then said party shall not be in default hereunder; provided, however, that performance shall recommence in a reasonable time thereafter.

18. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

19. Modification. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

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

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

22. Severability. Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

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

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:	**COCOA MAIN STREET:**
CITY OF COCOA	
By: _____	By: _____
Print Name/Title: _____	Print Name/Title: _____

ATTEST:

By: _____

City Clerk

EXHIBIT A

ARTIST LICENSE AGREEMENT

CITY OF COCOA
ART LICENSE AGREEMENT

This Agreement is entered into this _____ day of _____, 2017, by and between the **City of Cocoa**, a Florida municipal corporation (hereinafter the "City"), and _____, (the "Artist"), whose principal address is _____.

RECITALS

Whereas, the City Council desires to install traffic signal box wraps ("Box Wraps"), which will be fabricated from a graffiti-resistant material and covered in artwork, in at least thirteen (13) locations throughout the City; and

Whereas, the Artist's artwork has been selected by Cocoa Main Street and approved by the City Manager or his designee for the Box Wraps design; and

Whereas, the Artist enters into this Agreement with the City to grant a license to the City to use the artwork; and

Whereas, the Artist has been paid $_____ as compensation by Cocoa Main Street for such license; and

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the Artist and the City agree as follows:

1. Description of Artwork. The artwork selected by the City and Cocoa Main Street for one or more Box Wraps is titled _____ and is described as follows:

_____

_____ (hereinafter "Artwork").

2. License granted. The Artist hereby grants a nonexclusive, perpetual license to the City to use the Artwork to produce Box Wrap(s) that will be installed at a location determined by the City. In addition, the Artist authorizes the City to photograph and reproduce images of the Box Wraps as installed for the City's promotional purposes, including on its website. The City shall make all reasonable efforts to give credit to the Artist in any news media publications/events where appropriate.

3. Payment. The Artist agrees he or she has been compensated by Cocoa Main Street for the License granted above. No further payments by the City shall be made, and the Artist waives any additional claims for payment against the City.

4. Removal. The City shall have the right to relocate or permanently or temporarily remove the Box Wraps and Artwork from public display for any reason, in the sole discretion of the City, including, but not limited to: hazards to public health, safety or welfare; unsightly or

deteriorated conditions of the Artwork; or the need to access, repair and maintain public facilities. The Artists waives any right to prevent removal or relocation of the Box Wraps and associated Artwork. Should the City remove the Box Wraps as provided above, the Artist agrees that the City may thereafter use the Box Wraps for any purpose, including without limitation, sale or destruction.

5. Future Purchasers. To the extent that the Artist intends to sell the Artwork as an original piece in the future, without making copies, prints or duplicates, the Artist shall provide a copy of this License Agreement to the purchaser.

6. Warranties and Indemnification. The Artist certifies that the Artwork is a unique work of art created by the Artist, and is not subject to third party claims of royalties, or copyright or trademark infringement or liens. Artist shall indemnify and hold harmless the City from any and all copyright, patent, trade secret infringement or infringement of any proprietary right caused by Artist, and losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result thereof.

7. Governing Law; Venue. This Agreement shall be governed by and construed pursuant to the laws of the State of Florida and the parties agree that venue with respect to any dispute or litigation shall be in Brevard County, Florida or, for actions in federal court, venue shall be properly placed in Orlando.

8. Severability. If one or more of the provisions in the Agreement is found invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected.

9. Effective Date. This Agreement will become effective as of the date of the last signature of the parties.

ARTIST:	CITY OF COCOA, FLORIDA
_____	_____
Print:_____	John A. Titkanich, City Manager
Date: _____	Date:_____

RESOLUTION NO. 2017-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of September, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 09/01/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 25,000)	001-3510-541.63-00	PWPKPV	INFRASTRUCTURE	$ 2,501,746	$ 2,835,171	$ 2,810,171	$ 2,810,171
$ 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
($ 25,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	001-3510-541.46-00		REPAIRS & MAINTENANCE	$ 113,800	$ 133,800	$ 158,800	$ 30,424
$ 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
$ 25,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the traffic signal wraps provided by Main Street.
Agenda 17-397

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2017-91

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.

9/1/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.09.01 14:08:28 -04'00'	9/1/17	Lea Taylor — Digitally signed by Lea Taylor Date: 2017.09.01 14:19:01 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
9/1/17	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: 2017.09.01 14:14:49 -04'00'	9/1/17	Lora Howell — Digitally signed by Lora Howell Date: 2017.09.01 14:26:21 -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 #:	17-420	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/18/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ASP Order Executed				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 18, 2017
Agenda Date: September 26, 2017
Prepared By: Robert Beach, Chief Technology Officer
Through: Matt Fuhrer, Assistant City Manager
Requested Action:
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.

BACKGROUND:

The City of Cocoa is currently utilizing Superion, LLC's NaviLine Public Administration Applications as its Enterprise Resource Planning/Business Management software platform. This software provides an integrated solution for our core business processes to include finance, human resources, utility billing, purchasing, work orders, and alternative software integration. The contract with SunGard Public Sector expired on February 28, 2017 and the City has been operating on a month-to-month agreement with SunGard/Superion while terms of the new three (3) year ASP agreement were finalized. Superion did not invoice the City for ASP services provided during this renegotiation period and the City accrued a balance due of $148,774.50 over the seven (7) month period. The new agreement approved by the City Council on August 22, 2017 requires the outstanding balance to be paid upon execution of the new agreement.

STRATEGIC PLAN CONNECTION:

Enterprise Resource Planning (ERP) software programs are critical to achieve fiscal sustainability through enhancements in processes, customer service, productivity and transparency.

BUDGETARY IMPACT:

Budgeted for FY 2017	
Amount Requested	$148,774.50 - total request for seven (7) months
Account Number	001-1103-516.34-00
Account Name	Contract Services (Information Technology)

PREVIOUS ACTION:

The previous SunGard ASP Order Agreement was approved by the City Council on February 28, 2012. The new Superion ASP Order Agreement was approved by the City Council on August 22, 2017.

RECOMMENDED MOTION:

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.

ASP Order

By the signatures of their duly authorized representatives below, the Superion, LLC as successors in interest to SunGard Public Sector LLC entity identified below ("**Superion**") and the customer identified below ("**Customer**"), intending to be legally bound, agree to all of the provisions of this Order (the "**Order**"), and agree that this Order represents a separate contract between such SunGard entity and Customer, with an order execution date of the latest date shown on the signature page below (**"Order Execution Date"**) and order effective date of October 1, 2017 (**"Order Effective Date"**). This Order incorporates and is governed by all of the terms of the Superion Standard Terms and Conditions version 2016 January, to be attached hereto as Exhibit 3 ("SST") as if the entity was "Superion" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

Superion, LLC	**City of Cocoa**
1000 Business Center Dr. Lake Mary, FL 32746	65 Stone Street Cocoa, FL 32922
By: DocuSigned by: Lisa Neumann	By:
Print Name: Lisa Neumann	Print Name: John A. Titkanich, Jr., AICP, ICMA-CM
Print Title: Controller	Print Title: City Manager
Date Signed: August 8, 2017	Date Signed: 8/22/2017

SUPERION ORDER # 1262LG – 170021-1

SOLUTION AND RELATED INFORMATION

1. **SOLUTION: Superion NaviLine Public Administration applications identified in Exhibit 1.**

2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, Superion may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.

3. **DOCUMENTATION:** Superion's standard user manuals for the Solution listed above.

4. **INITIAL TERM:** Thirty-six (36) months commencing on the Order Effective Date of October 1, 2017.

   RENEWAL RIGHTS: Upon expiration of the Initial Term set forth above the services may be renewed by written agreement of the parties and Customer pays the then current Monthly Access Fee, increase not to exceed five (5) percent above previous year's rate.

5. **SCOPE OF USE**

   a. **DESIGNATED LOCATION(s):** Customer's offices in Cocoa, FL. Customer's Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.

6. **FEES**

   A. ANNUAL ACCESS FEES: SEE EXHIBIT 1

   a. **ADDITIONAL AUTHORIZED USERS FEES:** Customer acknowledges that the Annual Access Fee set forth above has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at

any time during the term of this Order to increase the number of Authorized Users beyond the number of Authorized Users set forth above, Customer shall provide Superion with advance written notice and Superion may increase the Access Fee payable under this Order accordingly.

b. **OTHER FEES:** If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

B. PROFESSIONAL SERVICES FEES– SEE COST SUMMARY - EXHIBIT 1

C. THIRD PARTY PRODUCTS FEES: SEE COST SUMMARY - EXHIBIT 1

7. **THE LIABILITY CAP:** Superion's liability in connection with the application services, the software, any consulting services, or any other matter relating to this Agreement will not exceed one million and zero/100's dollars ($1,000,000.00). This liability limitation shall not apply to the intellectual property and general indemnities provided by Superion pursuant to the SST.

8. **PAYMENT TERMS:**

a. The Annual Access Fee is due upon the Order Effective Date and annually thereafter on the anniversary date thereof.

b. Professional Services Fees are due as follows: 100% on the Execution Date.

c. Third Party Products Services Fees are due as follows: 100% on the Execution Date.

d. Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Corporate Travel Expense Guidelines attached hereto as Exhibit 2.

9. **ADDRESSES**

a. **CUSTOMER ADDRESS FOR INVOICES:** 65 Stone St., Cocoa, Fl 32922

b. **CUSTOMER ADDRESS FOR NOTICES:** 65 Stone St., Cocoa, Fl 32922

c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 65 Stone St., Cocoa, FL 32922

d. **SUPERION'S ADDRESS FOR NOTICES:**

Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. **OTHER TERMS:**

a. Customer shall procure the Specified Configuration set forth in Annex 1 in accordance with Section 2 of the SST.

b. Superion shall provide the access to the Solution during the hours described in Annex 2 attached hereto, and provide the Solution Support described in Annex 2.

c. Superion shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by Superion for the upgrade of any customizations to the Solution made by Superion at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

d. As and when Customer is required to upgrade to a new release, Superion shall make such new release available to Customer in a test environment for a period of at least sixty (60) days (the "**Parallel Run Period**"). Unless Customer reports to Superion any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by Superion. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors where reported and the date that Superion has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.

e. If Customer's use of the Solution increases in any way which would reasonably cause Superion to incur additional hardware costs to maintain such increased usage, Superion shall provide, at minimum, 30 days' advanced notice of the need to procure such additional hardware. Superion and Customer shall further negotiate any additional hardware purchases and the allocation of this expense.

f. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the Superion Systems Change Request (SCR) form which will be prepared for the Customer by the Superion Conversion Team Manager. There will be a Two Hundred Fifty dollar ($250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. Superion will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data must be given to Superion in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to Superion along with this Order.

g. If after the expiration of the term of this Order Customer converts to a different vendor's applications, Superion will provide, upon payment of Superion's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in Superion's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, Superion shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by Superion for such services.

11. OTHER TERMS APPLICABLE TO THIS ORDER: (If applicable)

- **COGNOS THIRD PARTY PRODUCTS SUPPLEMENT**
- **SUPPORT STANDARDS SUPPLEMENT**
- **SUPERION TRAVEL EXPENSE GUIDELINES (EXHIBIT 2)**
- **SUPERION STANDARD TERMS AND CONDITIONS - (EXHIBIT 3)**
- **ANNEX 1 – SPECIFIED CONFIGURATION**
- **ANNEX 2 – SOLUTION AVAILABILITY AND SUPPORT**

EXHIBIT 1 – ACCESS AND SERVICES FEES

A. ACCESS FEES – INITIAL TERM

Term	Monthly Access Fees
October 1, 2017 - September 30, 2018	$ 21,253.50
October 1, 2018 - September 30, 2019	$ 21,466.04
October 1, 2019 - September 30, 2020	$ 21,680.70

Notwithstanding, Customer shall be responsible for all payments and Monthly Access Fees due for the Months of March 1, 2017 through September 30, 2017 for a total of $148,774.50 which shall be due upon execution of this Order Form. Access Fees for any Year subsequent to the Initial Term are subject to change and will be specified by Superion in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

B. OTHER FEES - COST SUMMARY (Professional Service Fees, Monthly Access Fees)

	Applications and/or Services	Professional Services Fees	Monthly Access Fees
Existing Products (Currently Licensed)	GMBA with Extended Reporting - (GM), Purchasing/Inventory - (PI), Payroll/Personnel - (PR), Cash Receipts - (CR), Accounts Receivable - (MR), Asset Management II - (A2), Human Resources - (HR), Procurement Card Tracking Module - (PC), Work Orders/Facilities Management - (WF), Land/Parcel Management -(LX), Building Permits - (BP), Business Licenses - (OL), Planning & Engineering - (PZ), NaviLine m.Mobile User License - (M8), NaviLine m.Building Inspections - (M5), NaviLine m.Code Enforcement - (M7), Customer Information Systems - (CX), Contact Management - (CZ), Fires Management - (FI), Fires Incident - (FI), Fires Prevention System - (FP), Fires Resource Activity Tracking - (FR), Click2Gov Core Module - (K1), Click2Gov Building Permits - (K3), Click2Gov Business Licenses - (K6), Click2Gov Planning & Engineering - (K7), Click2Gov Applicants - (KA), Click2Gov Employee Self Service - (KI), OnePoint Point-of-Sale - (KL), OnePoint eCheck,OnePoint Credit Card Activation, Document Management Services - (DX), Delinquency Call Out Listing Interface - (DL), Imaging Interface for CIS - (IU), Imaging Interface Financials - (IE), Imaging Interface Community - (IL), Rec Trac Interface to GM - (VG), Rec Trac Interface CR - (VI), Time Keeping Interface -(TC), Web Enablement - (WB), SPS FUSION - (FUSION-NL-UTIL), Qrep Catalogs: GM, PI, PR, CR, MR, A2, HR, PC, WF, LX, BP, OL, PZ, CX, CZ, FR, FS, FI, FP, KA, - (CJ)	N/A	$ 21,253.50
Terminating Naviline Products	Click2Gov Customer Information System - K2, IVR Credit Card Interface - CY, Code Enforcement - CE, Click2Gov Code Enforcement - K0, QRep Catalog (CE)-CJ	N/A	N/A
Existing 3rd Party Products (Currently Licensed)	QRep Admin (1) - (CG-Admin), QRep End User (20) - (CG), ACOM Software and Annual Maintenance to include EZPayManager, Document Design for AP, Payroll, Direct Deposit, Mobile Server Framework - (M0), Cognos BI: Base Bundle Multi-Data Source-(BICOREMDS), Cognos BI: Café (Analysis for Excel)- (COGNOS-C)	N/A	Included in Monthly Access Fee
Retrofit Maintenance	20 Objects @ $100 per object or $2000 per year	N/A	Included in Monthly Access Fee
New Products (Not currently Licensed)	NaviLine EDGE User Interface - (UN)	Included in Professional Services Fee	Included in Monthly Access Fee
New 3rd Party Products (Not currently Licensed)	NaviLine EDGE - (UL)	Included in Professional Services Fee	Included in Monthly Access Fee
Hardware Allocation	Click2Gov Hardware and Software will be hosted and managed by Superion. Site to Site VPN option to include management and configuration of VPN tunnel.	N/A	Included in Monthly Access Fee
Services	Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications	N/A	Included in Monthly Access Fee
Professional Services	NaviLine EDGE Project Management - $1280 NaviLine EDGE Training - $2560	$ 3,840.00	N/A
Professional Services	Optimization Process Review (one product suite annually)	No Charge	N/A
	Total Proposed System:	**$ 3,840.00**	**$ 21,253.50**

Terminated NaviLine Programs: The Customer is terminating the Click2Gov Customer Information System (K2) and the IVR Credit Card Interface (CY), Code Enforcement (CE), Click2Gov Code Enforcement (K0) and QRep Catalog for CE. Customer agrees to destroy or return the Terminated Programs to Superion.

Eash party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Terminated Program.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Order shall be construed or taken in any way as an admission of fault, liability or responsibility on the part of Superion and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorne

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EXHIBIT 2

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to $125 per night. If, depending on the city, reasonable accommodations cannot be secured for $125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

Effective

$57.00 per day Standard Per Diem

$11.40 – Breakfast

$14.25 – Lunch

$31.35 – Dinner

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EXHIBIT 3

SUPERION STANDARD TERMS AND CONDITIONS

Superion Standard Terms and Conditions version 2016 January (10 pages in total) are inserted immediately following this Cover Page.

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ANNEX 1 - SPECIFIED CONFIGURATION

Hardware. Customer is responsible for providing the DMS server. The DMS server is owned by Customer and shall reside at Customers site for ease of management. The Click2Gov Server shall reside at a Superion data center. The Click2Gov Server is owned by Superion and is not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by Superion to Customer. The router is, and shall remain, the property of Superion.

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ANNEX 2 - SOLUTION AVAILABILITY AND SUPPORT

1. Superion's Responsibilities

Superion undertakes all responsibilities as outlined under Parts 1 and 2 of this Annex 2.

2. Customer Responsibilities

Superion will not be liable for a failure to perform its responsibilities under this Annex 2 to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of Superion in order to log faults and interact with support services.

B. Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.

C. Customer is responsible for the training and organization of its staff.

D. Superion is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than Superion (including its contractors, or third parties under Superion's control). The Solution does not include development work on software not licensed from Superion or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1. Customer may request consulting and development work from Superion as a separate billable service.

E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with Superion on all commercial matters related to the Solution.

3. Disagreement procedure

In case the parties are in disagreement as to whether Superion has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

Superion: The process for escalation shall be:

Superion: Director of Operations (first level);
VP of Services (escalation – 1st level);
General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Annex 2, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

PART 1 – SERVICE LEVEL COMMITMENT AND ASP PROCEDURES

Hosted Standards Sheet

Service Level Commitments

The following Service Level commitments apply to the Customer's production systems. This does not include testing or training systems.

A. Availability

1. *SERVICE LEVELS FOR THE APPLICATION SERVICES*

Superion shall provide access to the Solution (the "Application Services") in accordance with the following service level commitment provisions.

1. **Overall System Availability**

1.1 **Target.** In each Service Period, the target for availability of the Application Services is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding scheduled and emergency maintenance times. Superion will notify the Customer of all such maintenance windows.

1.2 **System Backups.**

- Daily data backups would begin at 12 a.m. (Customer local time) Monday through Saturday. These backups consist of all objects that have been changed since the last full backup, which includes customer data. Retention of backups: daily backups – 2 weeks; weekly backups – 5 weeks; monthly backups – 1 year; yearly backups – 3 years. The system will be available during the daily backup.
- Weekly system backups will begin on Sunday at 12 a.m. (Customer local time). At this time a full system backup will be performed. These backups consist of all objects on the system, including the OS, customer data, program files, source files, and other necessary Customer data.
- All backups are saved to a backup appliance and continuously replicated to an off-site Superion Cloud Solutions data center

1.3 Measurement. Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer ("Service Availability"). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at Superion's hosted environment.

If Superion's monitoring tool for Service Availability indicates that the Availability Target was not met or otherwise indicates that the Service Availability was lower than anticipated but Superion can otherwise show, by reasonable evidence and supporting documentation, the actual Service Availability was in fact different, then the Service Availability indicated by such other evidence and supporting documentation shall apply for the purposes of this Part 1 – Service Level Commitment and ASP Procedures.

1.4 **Calculation**. The standard Actual Service Availability in the relevant Service Period will be calculated on a monthly basis using the following calculation:

Total number of minutes available during the monthly Service Period less the total amount of minutes in which Customer does not receive the services, excluding events covered under Section G, "Exceptions." The resulting figure is divided by the total number of

minutes available during the monthly Service Period excluding events covered under Section G "Exceptions" to calculate the Actual Service Availability in the relevant Service Period.

Service Availability Targets are subject to change monthly. In an average 30 day month, the Service Availability Target of 99.9% provides 43 minutes, 12 seconds of potential downtime.

1.5 **Remedy**. If following the target measurement at the end of each Service Period, the Availability Target is not met with the result that the Customer's use of the Application Services is severely interrupted then the Customer shall be entitled to a credit calculated as follows:

Actual Service Availability in the Relevant Service Period	Percentage Reduction in Monthly Fee Payable by Customer in the Immediately Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	50%

If during the term of this Order, Superion fails to meet the service level commitment targets specified above, the Customer's sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall Superion be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. Superion will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, Superion will automatically apply a service credit per the specifications above. However, any credit entitlement that is not reported by Superion, must be requested by the Customer within six (6) months of its availability shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Superion's failure to meet the relevant service level commitment. In no event will credits due in any given month exceed fifty percent (50%) of that month's fees. Customer shall not be entitled to offset any monthly Application Services fee payments nor withhold fee payments on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Agreement.

Superion will provide reporting, as provided in Section F, showing performance and monthly service levels.

B. Server Performance

Superion shall provide sufficient server capacity for the duration of this Order to meet the reasonable performance requirements of the number of concurrent system users provided for in this Order.

Superion shall provide hardware resources sized for the number of users and software modules licensed in the Order Form Exhibit 1. If the Customer requests, at some later date to add additional software modules, increase user licenses, and/or request additional environments, the hardware and third party software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), Superion and the Customer will confer on the matter until a mutually agreeable solution is identified.

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the Superion environment and subsequently departs the Superion environment. Any point of communications outside of the Superion protected network environment, shall be deemed as "out of network."
Superion is not responsible for Internet connectivity and/or performance outside the internal Superion host site infrastructure.

C. Server Performance Stress Test

At the request of the Customer, Superion will coordinate a performance stress test with the Customer at an agreed upon time during implementation and, upon request, after go-live. Superion will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Customer agrees to provide the resources necessary to simulate the desired load. Superion agrees to monitor and provide reports showing system utilization. Upon completion of the performance stress test, Superion and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

D. Scheduled and Emergency Maintenance for Application Services

Scheduled maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance as deemed appropriate and necessary by Superion. All necessary maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

Superion application maintenance and upgrades

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

E. Incident Response

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's use of the Managed IT Services as part of Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.

4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

Superion will make commercially reasonable efforts to respond to Application Services incidents for live production systems using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Superion will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Superion will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Superion will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Superion will respond within 24 hours of the issue being reported.	95%

Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

Superion will make every effort to meet the response times detailed above. The customer may, at their discretion, escalate as follows for any reason and at any time.

The escalation process will be as follows:

Escalation Level 1 – Support Manager – Manager On Call – 800-695-6915 option 1,7
Escalation Level 2 – Account Manager – 800-727-8088
Escalation Level 3 – Director of Product Support – 800-727-8088
Escalation Level 4 – Chief Operations Officer – 800-727-8088
Escalation Level 5 – Chief Executive Officer – 800-727-8088

F. Reporting

Superion shall measure its performance against the performance metrics as set forth herein and shall provide a report of such performance on a monthly basis. Such report(s) shall be delivered via an agreed upon method and within ten (10) days following the end of the applicable monthly measurement period. Superion will schedule a performance review with the Customer upon request.

G. Exceptions.

Notwithstanding anything herein, Superion shall not be responsible for failure to carry out any of its obligations under this Part 1 – Service Level Commitment and ASP Procedures.(including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

(a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours provided that in event of any critical or urgent system issue that does not reasonably permit advance notice to Customer, Superion shall provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and Superion. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time;
(b) adverse impact due to the defectiveness of the Customer's environment or Customer' systems or due to Customer data supplied to the Application Services;

(c) adverse impact as a result of denial of reasonable access by Superion personnel to relevant portion of Customer's systems or premises that prevents Superion from addressing and provided that no other commercially reasonable method is available to attain such information;
(d) adverse impact due to material changes made to the usage of the Application Services by Customer where Superion has not agreed to such changes in advance and in writing;
(e) adverse impact due to the modification or alteration in any way by Customer or its subcontractors of communications links necessary to the proper performance of the Application Services;
(f) a force majeure event, or the negligence or intentional acts or omissions of Customer or its agents.

H. ASP Procedures

A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, Superion provides a continuous resolution effort until the issue is resolved.

B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The Superion Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

C. Test/Training Environments

Superion will make commercially reasonable efforts to provide test/training environments during Customer business hours. For avoidance of doubt, the aforementioned test/training environments are not included under the SLA metrics period(s) hereunder.

Scheduled Maintenance

System maintenance

Superion will provide all necessary hosted systems and network maintenance for test/training environments as deemed appropriate and necessary by Superion Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

Superion application maintenance and upgrades

Software maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

Hardware maintenance and upgrades

Hardware maintenance and upgrades for test/training environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified via the on file e-mail address prior to hardware upgrades being performed.

Emergency maintenance

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superion Cloud Solutions management Emergency maintenance performed without prior notification will be included as downtime in the monthly Actual Service Availability calculation only in cases where an error or omission on the part of Superion is determined to be the reason for the outage.

Incidents and service requests.

Test/training environment incidents will be considered priority 3 and priority 4 incidents and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

Test/training environment refreshes

Test/training environment refreshes will be provided in accordance with the terms of this Order, which indicates the number of refreshes provided in a calendar year. Upon written receipt of a Customer's refresh request, Superion will schedule and complete the refresh within 4 weeks of the request.

I. Responsibility Summary Matrix

Responsibility Summary Matrix		
Description	Superion Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superion's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Software Applications		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Software Applications		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X

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PART 2 – ERROR CORRECTION

1. Superion shall provide to Customer, during Superion's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.

2. Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Superion in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Order, including remote access to the Specified Configuration.

3. Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.

Support Standards

I. **Support Hours: Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. **Targeted Response Times.**
"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

With respect to Superion's support obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning Superion's Solution is not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning Superion's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant.*

Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superion staff and each session participant.

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COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Component Systems" means any of the software provided to Superion by Cognos Corporation ("Cognos") and identified under the name "Cognos" in Exhibit 1.

2. Ownership. Cognos owns the Cognos Component Systems.

3. Restrictions on Use of Cognos Component Systems. Customer's use of the Cognos Component System(s) is subject to the following additional terms and conditions:

(a) Customer has the right to use the Cognos Component System(s) only in Object Code form, and only with the Superion Licensed Software.

(b) Customer acknowledges that the Cognos Component System(s) are proprietary to Cognos and are supplied by Superion under license from Cognos. Title to the Cognos Component System(s) shall at all times remain vested in Cognos or its designated successor. Except for the right of use that is expressly provided to Customer under the Agreement, no right, title or interest in or to the Cognos Component System(s) is granted to Customer;

(c) Customer agrees that Cognos shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Customer's use of the Cognos Component System(s) or related materials;

(d) Customer acknowledges and agrees that Cognos is a third party beneficiary of this Agreement;

(e) Customer acknowledges and understands that the Cognos Component System(s) may only be used by the number of users for the specific functions for which the license has been granted, as otherwise specified in Exhibit 1; and

(f) Customer acknowledges and understands that it is licensing the Cognos Component System(s) on a "restricted use" basis. "Restricted use" means the use of the Cognos Component System(s) only with the following Component Systems, to the extent licensed as set forth in Exhibit 1. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the software applications system(s) set forth in Exhibit 1.

(g) In lieu of the warranty provided in Section 7 of the Agreement, Customer shall be provided with the limited, thirty (30) day warranty from Cognos as set forth below. Cognos warrants to Customer that (a) for a period of thirty (30) days following the initial delivery/download/access of the Cognos Component System(s) to or by Customer, the Cognos Component System(s) will perform in accordance with its related documentation, and (b) the media on which the Cognos Component System(s) is provided, if applicable, is free from defects in materials and workmanship under normal use. Subject to applicable law, all other warranties, express or implied, or otherwise, are excluded. Customer's only remedy against Cognos if this warranty is breached will be, at the option of Cognos, (a) to repair or replace the Cognos Component System(s) or (b) to refund the amounts paid in respect of the defective Cognos Component System(s). This remedy is void if Customer misuses the Cognos Component System(s) contrary to its related documentation.

Version 2016, January

Superion Standard Terms

These Superion Standard Terms ("**SST**") may be incorporated into one or more orders referencing these SST (each, an "**Order**"). Each Order, together with these SST, shall form a separate agreement (this "**Agreement**"), by and between the Person identified on the Order ("**Customer**") and the Superion company identified on the Order ("**Superion**"), applicable to the proprietary solution identified on the Order (the "**Solution**"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("**Order Execution Date**").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer. Notwithstanding this Section 1, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with Superion's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within Forty-five (45) days after the invoice date. A late payment fee at the rate of 1% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past the due date above and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order.

3.2. Taxes. To the extent required by law, Customer is responsible for paying all taxes on services and products provided to Customer by Superion pursuant to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion with a valid tax exemption certificate; otherwise, absent such proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superion will invoice Customer for and Customer will pay to Superion all such tax amounts.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within forty-five (45) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have, Superion may, in its sole discretion and with at least fourteen (14) business days' further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. (a) Superion shall fully indemnify, defend and hold Customer harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that Customer incurs because of any and all claims that use of a Solution infringes upon (i) any United States copyright or (ii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole and reasonable control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Solution is, or in Superion's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Superion, at its sole option and expense, shall provide the Customer, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by

Customer to Superion with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

(b) General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Superion shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent acts, or negligent omissions of Superion, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Superion against the Customer, and Superion hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Superion to defend at its own expense or to provide for such defense, at the option of the Customer, 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 Customer or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. In all events the Customer shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code (**"Harmful Code"**) and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Superion's liability in connection with any matter relating to this Agreement will not exceed One Million and Zero/100 Dollars ($1,000,000.00). THE LIABILITY LIMITATIONS SET FORTH IN THIS SUBPARAGRAPH DO NO APPLY TO THE INTELLECTUAL PROPERTY AND GENERAL INDEMNITIES PROVIDED BY SUPERION PURSUANT TO PARAGRAPH 4.2 OF THIS AGREEMENT.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.

4.9. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of

all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.10. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.11. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.12. Open Negotiation. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.13. Title and Risk of Loss. In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.14. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order or this Agreement, and except to the extent required by Chapter 119, Florida Statutes, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. Subject to Chapter 119, Florida Statutes, the party receiving Confidential Information (**"Receiving Party"**) of the other (**"Disclosing Party"**) shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a

reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security. Subject to Chapter 119, Florida Statutes:

(a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users. Notwithstanding this section 5.2, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder.

5.3. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where **"data controller"** means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where **"data processor"** means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken. To the extent Superion is deemed to be a third-party agent under Section 501.171, Florida Statutes, Superion shall notify the Customer as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data held on Customer's behalf. Further, Superion shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data held on Customer's behalf as provided in Section 501.171, Florida Statutes. Superion shall also at its own cost implement measures deemed appropriate by the Customer to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. Superion shall cause each of its subcontractors having access to Customer Data to comply with the provisions of this Section.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement. Notwithstanding this section 5.4, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions of Section 5.5 hereunder

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor,

consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise. Notwithstanding this section 5.5, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer may be allowed by Customer to have use of the input and/or output sensory displays of or from the Solution under the provisions hereunder. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Solution to be used by, or disclose all or any part of the Solution to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Solution by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Solution.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services.

6.2. Professional Services Fees. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after Customer discovers a breach of this warranty, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion is obligated under this Section 6.5 to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superion personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing and in advance. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables (**"Contributed Material"**). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution (**"Initial Term"**) and may state renewal terms (each a **"Renewal Term"**). **"Order Term"** means the Initial Term together with any Renewal Terms.

7.2. Termination. (a) A party has the right to terminate this Agreement for convenience and without penalty by providing the other party with at least nine (9) months written notice. In addition, a party has the right to terminate this Agreement for cause if the other party breaches a material provision of this Agreement. To terminate this Agreement for cause, the party seeking termination must give the other party written notice that describes the event or condition of termination in reasonable and sufficient detail in order to afford the other party the ability to generally identify and understand what breach or breaches of this Agreement must be cured. From the date of its receipt of that notice, the other party will have thirty (30) days or such additional time agreed to by the parties in writing, to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to Superion of a suspected defect in the Documentation and *bona fide* payment disputes under this Agreement will not constitute a notice of termination of this Agreement.

(b) **Survival of Obligations**. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity and hold harmless will survive termination of this Agreement.

(c) **Termination without prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superion for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superion all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superion certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. Superion shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If Superion provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superion so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superion's network, Superion may suspend access to the Solution without advance notice if Superion reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superion will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superion by communications link or in another manner described on the Order. As between Superion and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superion that Customer has the full legal right for Customer and Superion, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superion an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superion's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superion shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form.

(c) In order to improve Superion's product and service offerings for its customers, Superion may maintain a database of information residing on the Solution. Superion and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superion product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superion facilities under this Agreement. Customer will reimburse Superion for the reasonable out-of-pocket costs Superion incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. Superion shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superion shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superion shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superion's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, Superion shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superion's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superion will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superion's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superion discovers.

8.9. Volume Increases. Customer shall give notice to Superion whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, Superion grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may,

subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superion. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. Superion shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superion's network for downloading. Physical shipment is on F.O.B. terms, Superion's shipping point and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date**."

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), Superion shall provide the ongoing support services described in that Order; and Customer shall pay to Superion support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superion shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superion may increase the Support Fees payable upon mutual agreement with Customer.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) Superion shall discontinue providing all ongoing support services, including Superion's obligations under Section 9.3; (ii) any Superion warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superion shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superion's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superion after the Support Termination Date).

9.5. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superion is obligated to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that Superion performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superion, at Superion's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superion will comply with Customer's reasonable security procedures and company policies that have been provided to Superion in writing. Customer shall promptly reimburse Superion for any reasonable out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Audit. At Superion's expense and upon written request with reasonable notice, Customer will permit Superion, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superion believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superion to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superion's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is City Manager, 65 Stone Street, Cocoa, Florida 32922. Superion's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement or (ii) a termination of this Agreement, Customer shall also mail a written notice to Superion Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and Superion shall also mail a notice to Garganese, Weiss & D'Agresta, 111 N. Orange Avenue, Suite 2000, Orlando, Florida 32801. Such notices of breach and/or termination shall identify the name date, specific parties and Superion Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

(a) "**affiliate**" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.

(b) **"Authorized Recipient"** means: (i) with respect to Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superion; and (ii) with respect to Superion, Superion, its foreign and domestic Affiliates and their respective contractors.

(c) **"Authorized User"** means a Customer employee. Customer employee means: (i) Customer's employees with a need to know; (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by Superion, and who, prior to obtaining access to the Software, have executed a Superion-approved non-disclosure agreement. For purpose of clarification, but not limitation, Customer and Superion agree that Customer's clients who make inquiries regarding their own utility customer information or other personal information maintained by the Customer are not Customer Employees but such clients may be allowed by Customer to have use of the input and/or output sensory displays of or from the Software under the provisions of Section 5.5 hereunder.

(d) **"Confidential Information"** means non-public information of a party to this Agreement which the City is not required by the Florida Public Records Act (Ch. 119, Fla. Stat.) to publicly disclose for inspection and/or copying. Confidential Information of Superion includes the Software and algorithms, methods, techniques and processes revealed by the Software that constitute a trade secret as defined in section 812.081, and as provided for in section 815.04(3), Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation.

(e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

(f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.

(g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.

(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superion promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts. Resolution of Disputed Amounts shall occur in accordance with the Florida Local Government Prompt Payment Act.

(i) **Documentation"** means the standard user documentation Superion provides for the Solution, as such Documentation may be updated from time to time.

(j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.

(k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.

(l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.

(m) **"including"** whether capitalized or not, means including but not limited to.

(n) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.

(o) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

(p) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion under this Agreement.

(q) **"Release"** means a modification or update to the Solution, which Superion, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

(r) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(s) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future

modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

(t) **"Supported Release"** means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superion's client base.

(u) **"Third-Party Product"** means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.

(w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.

(x) **"Third-Party Services"** means those services specified as third party services on the Order.

(y) **"Third-Party Software"** means the software specified as third-party software on the Order.

(z) **"Third-Party User"** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

(a) This Agreement shall bind, benefit and be enforceable by and against Superion and Customer and, their respective permitted successors and assigns.

(b) Neither party may assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the other party's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superion, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 (**"Customer Assignment"**). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, **"Customer Additional Business Acquisition"**), Customer shall give notice to Superion notifying Superion if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition (**"Acquired Business"**).

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superion hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superion provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the parties shall negotiate in good faith on replacement language that will express the intent of the parties in a legally enforceable manner and the remaining provisions of the Agreement will remain in full force and effect. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Omitted.

10.10. Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Brevard County, Florida, or the

United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

10.11 **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement to the contrary, the City (Customer) intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Superion agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10.12 **Insurance.** During the term of this Agreement, Superion shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Professional liability: Proof of professional liability insurance shall be provided to the Customer for the minimum amount of $1,000,000 on a per occurrence basis.

(b) Superion shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which may arise from any services performed under this Agreement whether such services are performed by Superion or by anyone directly employed by or contracting with Superion.

(c) Superion shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the Customer pursuant to this Agreement.

During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the Customer.

10.13 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Superion agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Superion related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or the Superion. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Superion are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records.

IF SUPERION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPERION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Superion is required to and agrees to comply with public records laws. Superion shall keep and maintain all public records required by the Customer to perform the services as agreed to herein. Superion shall provide the Customer, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Superion shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Superion shall transfer to the Customer, at no cost, all public records in possession of the Superion, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Superion shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Superion shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Customer. Should the Customer not possess public records relating to this Agreement which are requested to be inspected or copied by the Customer or any other person, the Customer shall immediately notify Superion of the request and the Superion shall then provide such records to the Customer or allow the records to be inspected or copied within a reasonable time. If the Superion does not comply with a public records request, the Customer may enforce this Section to the extent permitted by law. Superion acknowledges that if the Superion does not provide the public records to the Customer within a reasonable time, the Superion may be subject to penalties under

Section 119.10, Florida Statutes. The Superion acknowledges that if a civil action is filed against the Superion to compel production of public records relating to this Agreement, the court may assess and award against Superion the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Superion, be open and freely exhibited to the Customer for the purpose of examination, audit, or otherwise. Failure by Superion to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If Superion fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Superion's failure to comply with this Section, the Customer shall collect from Superion prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against Superion. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the Superion's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

Legislation Details (With Text)

File #:	17-423	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/21/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2017-_____ Surplus 434 Barbara Jenkins..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 21, 2017
Agenda Date: September 26, 2017
Prepared By: Anthony Garganese, City Attorney
Through: City Attorney's Office
Requested Action:
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.

BACKGROUND:

On March 14, 2017, the City Council approved a Development Agreement and SHIP Replacement Housing Agreement with North Brevard Charities Sharing Center, Inc. for purposes of conveying real property located at 434 Barbara Jenkins Street to North Brevard Charities in furtherance of constructing additional affordable housing within the City of Cocoa. The new house is under construction and closing on the property is anticipated to occur in October of this year. In order to close on the property and to provide clear title to North Brevard Charities and the future new property owner, the title company is now requiring that the City Council approve a resolution declaring the subject property unnecessary for its public purpose. Apparently, this will be a new underwriting requirement by the title company involving any future real property conveyances of City property in the future as well. In essence, the Resolution means that the City no longer needs the property for its own public purposes and the real property is surplus.

The attached Resolution declares the real property located at 434 Barbara Jenkins Street unnecessary for its public purpose and will be recorded in the Official Brevard County Land Records at the time of closing.

STRATEGIC PLAN CONNECTION:

To provide quality affordable housing opportunities within the City of Cocoa.

BUDGETARY IMPACT:

There is no budgetary impact other than recording fees related to recording the Resolution at the time of Closing.

PREVIOUS ACTION:

On March 14, 2017, the City Council approved a Development Agreement and SHIP Replacement Housing Agreement with North Brevard Charities Sharing Center, Inc. for purposes of conveying real property located at 434 Barbara Jenkins Street to North Brevard Charities.

RECOMMENDED MOTION:

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. I

powered by Legistar™

After recording return to:
Anthony A. Garganese
City Attorney
P.O. Box 2873
Orlando, FL 32802-2873

RESOLUTION NO. 2017-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, DECLARING 434 BARBARA JENKINS STREET UNNECESSARY FOR ITS PUBLIC PURPOSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has applied for and received state funding pursuant to the State Housing Initiatives Partnership (SHIP) Program and has set aside for funds to assist disabled persons;

WHEREAS, the City has agreed to use SHIP funds to demolish and replace low-income owner-occupied single family housing for Stephenson and Edwina Peek; and

WHEREAS, on March 14, 2017, the City Council approved the following in connection with the conveyance of the real property located at 434 Barbara Jenkins Street, more particularly described in Exhibit "A" attached hereto:

1) Development Agreement between North Brevard Charites Sharing Center, Inc., and the City to construct a replacement home at 434 Barbara Jenkins Street, which is attached hereto as Exhibit "B"; and

2) SHIP Replacement Housing Agreement between North Brevard Charities Sharing Center, Inc., Stephenson and Edwina Peek and the City, which is attached hereto as Exhibit "C"; and

3) Transfer of ownership of 434 Barbara Jenkins Street from the City to North Brevard Charities Sharing Center, Inc.

WHEREAS, the Cocoa City Council deems the property located at 434 Barbara Jenkins Street to be unnecessary for its public purpose, and the conveyance of said property is in the best interests of the public health, safety and welfare of the citizens of the City and provides a public benefit.

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

SECTION 1. The Cocoa City Council deems the property located at 434 Barbara Jenkins Street to be unnecessary for its public purpose, and the conveyance of said property is in the best interests of the public health, safety and welfare of the citizens of the City and provides a public benefit, and the deed conveying the real property described in Exhibit "A" which is located at 434 Barbara Jenkins Street, to North Brevard Charities Sharing Center, Inc., was properly authorized as executed by the Mayor.

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

SECTION 3. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. 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 26th day of September, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

EXHIBIT "A"

Lot 9, Block 12C, AMENDED MAP OF COLLEGE PARK, a subdivision, according to the plat thereof recorded at Plat Book 5, Page 72, in the Public Records of Brevard County, Florida.

NORTH BREVARD CHARITIES SHARING CENTER, INC.
434 BARBARA JENKINS STREET
DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into as of this 15th day of March, 2017, by and between **NORTH BREVARD CHARITIES SHARING CENTER, INC.**, a Florida non-profit corporation, located at 4475 South Hopkins Avenue, Titusville, FL 32780, herein referred to as "Developer" and the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida, located at 65 Stone Street, Cocoa, FL 32922, herein referred to as "City".

RECITALS

WHEREAS, this Development Agreement ("Agreement") is authorized pursuant to the Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act and the* Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*

WHEREAS, Developer desires to develop certain property located within the City of Cocoa and generally located at 434 Barbara Jenkins Street; Parcel ID# 24-36-33-CC-00012.C-0009.00 and more particularly described as follows:

> Lot 9, Block 12 C, College Park Amended map, according to map or plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida ("Property"); and

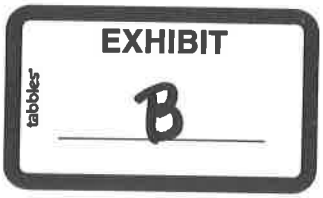
WHEREAS, Developer desires to design, permit and construct a single-family home as depicted in the floor plan and specifications attached hereto as **Exhibit "A"** and incorporated herein by reference, as the same may be amended from time to time by mutual written agreement of the parties hereto (the "Project"); and

WHEREAS, the Developer will include accessibility features as described hereto as **Exhibit "B"**; and

WHEREAS, the Project involves the construction of a single-family housing unit located at 434 Barbara Jenkins Street, Cocoa, FL 32922, to provide healthy affordable housing for a SHIP eligible extremely- low income disabled household; and

WHEREAS, the City Council finds this Project to be in the best interest of the health, welfare and safety of the citizens of the City of Cocoa; and

WHEREAS, the Developer has been procured under the HOME Community Housing Development Organization (CHDO) Program in order to expand developer capacity within the HOME CHDO Program; and



WHEREAS, Developer and City desire to memorialize their understandings and agreement regarding their respective interests, expectations, and intentions regarding the aforementioned Project as set forth in this Agreement.

NOW THEREFORE in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the City and Developer agree to the following:

I. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this Agreement.

II. Project General Requirements and Conditions.

In consideration of the mutual promises and consideration set forth in this Agreement, Developer agrees to the development of the Property as described below. The Developer will design and construct a new single-family unit ("unit") for a SHIP qualified extremely-low income disabled household. Developer agrees to permit and construct the Project under the terms and conditions of this Agreement and the Florida Building Code and all City requirements. The Project shall be designed and implemented as follows:

A) Single-family reconstruction

1) The single-family unit shall have a minimum living area of 1,200 square feet and a minimum of 2 bedrooms, 2 baths, 1 car garage unit, and will meet all zoning and Building & Permitting requirements. Prior to issuance of a building permit, the Community Services Director, or his designee, shall approve the site plan, including the final exterior design and elevations. If Developer substantially changes the final design at any point, the revised Site Plan must be approved by the City.

2) The single-family unit shall be constructed with a front setback of no less than 25 feet from property line, rear setback of no less than 15 feet, side interior lot setback shall be no less than eight (8) feet, and the side corner lot setback shall be no less than fifteen (15) feet.

3) The Developer agrees to construct in accordance with the City's Housing & Neighborhood Services Policies; including but limited to, the maximum demolition and replacement cost of $150,000. The demolition cost is set at $3,668.80 and shall be performed by the City's demolition contractor, Don Bell, Inc. d/b/a DBI Demolition. The City has received written approval from the State to not build on the existing lot (1408 Donna Avenue) due to the proximity of the railroad tracks to the property. Within 30 days of transfer of title from the

Developer to the SHIP eligible client, 1408 Donna Avenue must be vacated and the City shall proceed with demolition of the existing unit.

b) Timeline for improvements

Developer shall obtain a building permit within two (2) months of the executed agreement, and construction shall begin within 30 calendar days of permit issuance. The Project shall be completed within six (6) months of construction. Completion is defined as Certificate of Occupancy issued. Should the Developer fail to meet the two (2), one (1), or six (6) month time period, the City reserves the right to terminate this Agreement, without penalty to the City, by filing a notice of termination in the official public records of Brevard County, Florida. If the Agreement is terminated pursuant to this paragraph, Developer shall lose all rights hereunder.

III. Developer's Initial Obligations and Conditions.

a) Upon the Effective Date of this Agreement, Developer agrees to promptly perform, at its expense, the following:

(i) Use all reasonable efforts to secure all necessary governmental and regulatory permits to complete the Project. Developer shall provide the City prompt written notice each time Developer has secured each permit required to complete the Project.

(ii) Commence the design, engineering, permitting, and construction of the Project, subject to the City's approval.

b) Notwithstanding any contrary provisions of this Agreement, Developer's obligations hereunder shall be subject to and contingent upon:

(i) Developer's receipt of all necessary governmental licenses, permits, consents and approvals for the Project. If Developer is unable to obtain any such license, permit or approval, Developer shall have the right to terminate this Agreement by giving written notice to the City to such effect as soon as Developer is aware of Developer's inability to obtain the permit.

(ii) Developer's receipt of a commitment for such financing or funding as Developer deems necessary or desirable to complete the Project. If Developer cannot obtain a commitment for such financing or funding, Developer shall have the right, in its sole discretion, to elect to: a) terminate this Agreement or b) modify the Site Plan with the written approval of the City, provided such written approval shall not be unreasonably withheld or delayed.

(iii) Under no circumstances can the developer encumber the property with a lien.

IV. City's Initial Obligations.

The City must:

a) Expeditiously process all development related applications and building permits. In connection therewith, the City shall waive one hundred percent (100%) of all City levied building permit fees to the extent permitted by applicable law.

b) To the extent permitted by law, lend support to Developer for the approval of any other permit required by other governmental entities.

c) Subject to funding availability, provide State Housing Initiatives Program (SHIP) funds for the demolition of the existing buildings, driveway, sidewalks, etc., at 1408 Donna Avenue.

V. Third Party Beneficiary

This Agreement shall not be construed to provide rights to any third-party beneficiary unless agreed to by the parties in writing.

VI. Cooperation and Further Assurances.

Developer and the City shall cooperate fully with each other to effectuate the terms, conditions and intentions of this Agreement. Further, each party agrees to adjust, initial, re-execute and re-deliver any and all documents subject to this Agreement if deemed necessary or desirable by one or the other of the parties.

VII. Authority and Assignment.

Each party hereby represents and warrants to the other that they have full power and authority to enter into this Agreement. Developer also represents that it has or, prior to commencement of any site work, will hold interest in the Property, and that the development of the Project on the Property is or will be permitted under the terms of this Agreement. If the terms of this Agreement, as it may be amended, do not allow for development of the Project as contemplated herein, this Agreement and any City permits issued in furtherance hereof shall be automatically terminated and nullified. The City also represents that all requirements and procedures, including public hearings, have been properly conducted so that the execution hereof by the City shall constitute the final approval of this Agreement by the City.

VIII. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official hereinafter designated, or (b) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, Purolator, Airborne, Express Mail etc., or (c) by facsimile delivery, addressed to a party at the other address as specified below or from time to time by written notice to the other party delivered in accordance herewith:

Developer: Mr. Joe Robinson, Executive Director
North Brevard Charities Sharing Center, Inc.
4475 S Hopkins Avenue

Titusville, FL 32780
Phone: 321- 383-3026
Fax: 321-268-5347

City: City of Cocoa
Attention: John A. Titkanich, Jr. AICP, City Manager
65 Stone Street
Cocoa, FL 32922
Phone: 321-433-8660
Fax: 321-433-8690

With copy to: Anthony A. Garganese, Esq.
City Attorney for the City of Cocoa
Garganese, Weiss & D'Agresta, P.A.
111 North Orange Avenue
P.O. Box 2873
Orlando, FL 32801
Phone: 407-425-9566
Fax: 407-425-9596

IX. Defaults.

Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for injunctive relief. Except for the City's right to terminate this Agreement under section II (b) herein, prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action; provided, however, that if such failure cannot reasonably be cured within 30 days, such period shall be extended for such additional time as is reasonably necessary to cure such default so long as such party commences such cure within such 30-day period and diligently pursues it to completion. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, whether incurred at trial or appeal.

X. Successors and Assigns/Agreement Running with the Land.

This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The City does not consent to the assignment of this Agreement to any other party. The provisions of this Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

XI. Applicable Law & Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action under this Agreement shall be in Eighteenth Judicial District, Brevard County for state court actions, and in the Middle District of Florida, Orlando Division for federal court actions.

XII. Amendments.

This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto.

XIII. Entire Agreement.

This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

XIV. Severability.

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

XV. Relationship of the Parties.

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

XVI. Sovereign Immunity.

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

XVII. City's Police Power.

The City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

XIII. Interpretation.

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

XIX. Permits.

The failure of this Agreement to address any particular City, county, state, and federal permit, condition, term, or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

XX. Counterparts.

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

XXI. Declaration of the City Council of Cocoa.

The City Council of the City of Cocoa hereby finds that this Agreement is consistent with the City's Comprehensive Plan and land development regulations and is a legislative act of the City Council of the City. The City Council further finds that this Agreement promotes the public health, safety, and welfare and is consistent with, and an exercise of, the City's powers under the Municipal Home Rule Powers Act, as provided in s. 2(b), Article VIII of the Florida Constitution and Chapter 166.021, Florida Statutes, and the City's police powers.

XXII. Conflict with City Code.

To the extent the City Council determines there is a specific conflict between the provisions of the City of Cocoa Code and this Agreement, the parties agree that the provisions of this Agreement shall control as if approved by the City Council as a legislative act to the extent authorized by section 15-21 of the Cocoa City Code.

XXIII. Effective Date.

Effective Date shall mean the date this Agreement is approved and executed by all parties.

XXIV. Hold Harmless.

The Developer agrees to hold the City harmless for any liability for damage or claims for damage for personal injury, including death, as well as claims for property damage that may arise from Developer or Developer's agents operating under this Agreement. This hold harmless shall not apply if the injury or death is solely attributable by a court to the City.

XXV. Time is of the Essence.

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

IN WITNESS WHEREOF, Developer and the City have executed this Agreement in form sufficient to bind them as of the day and year first above written.

Witnesses: ELLEN HEUSER **Print Name:** Steve McCaslin **Print Name:**	**NORTH BREVARD CHARITIES SHARING CENTER, INC., a Florida non-profit corporation,** **By:** **Joe Robinson, Executive Director**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by Joe Robinson, Executive Director of North Brevard Charities Sharing Center, Inc., who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and ____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

ELLEN HEUSER
MY COMMISSION # FF 217436
EXPIRES: April 10, 2019
Bonded Thru Budget Notary Services

Notary Public Signature
ELLEN HEUSER
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.:
My commission expires:_____

Witnesses: Angela M Ferguson **Print Name:** ELLEN HEUSER **Print Name:**	**CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida,** **By:** **Henry U. Parrish III, Mayor**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 14th day of March, 2017 by Henry U. Parrish III, Mayor of the City of Cocoa, ✓ who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

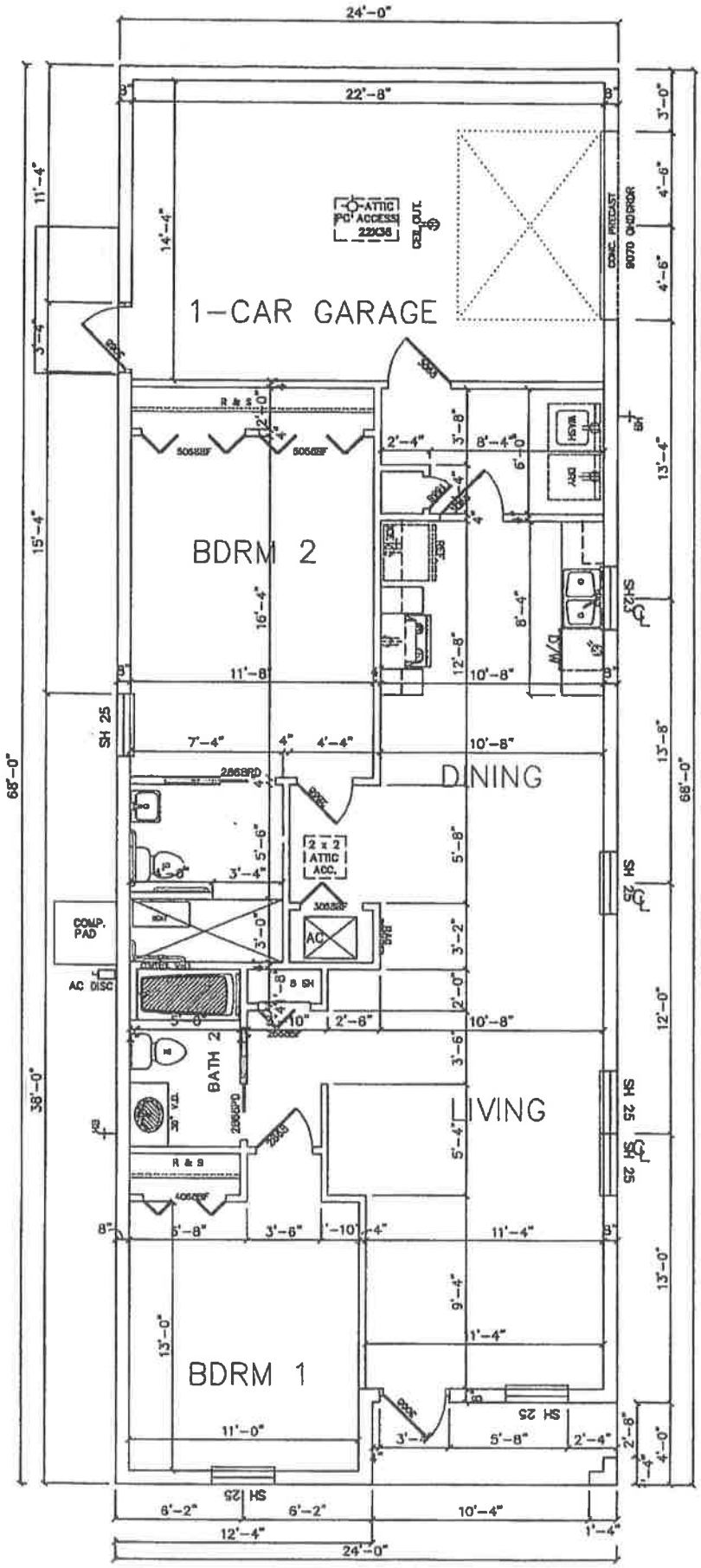
CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

Notary Public Signature
CARIE E. SHEALY
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.:
My commission expires: 8/30/17

EXHIBIT "A"

[FLOOR PLAN]

ATTACHED



SQUARE FOOTAGE	
LIVING	1201
GARAGE	360
PATIO SLAB	28
ENTRY	47
TOTAL COVERED	1608

EXHIBIT "B"
[SCOPE OF WORK]

The City has a qualified income eligible family, as this home is under the Housing Replacement Program, no paperwork will need to be processed by the Developer for the client. Upon execution of this Agreement, the City shall transfer title to the developer. Upon completion of the home, the Developer shall transfer title to the SHIP eligible clients. In accordance with SHIP regulations, a lien shall be placed on the property for the amount of assistance, this amount will be provided to the Developer by the City.

At minimum, the homes should meet the Florida Building Code and are required to meet the 1992 Model Energy Code for energy efficiency. Energy Star appliances are required. The home should be designed for a wheelchair bound client and include the following:

- Two-bedroom, two-bath, one-car garage
- All doorways need to be wide enough to accommodate a wheelchair and entry ways into and out of the house need to be wheelchair accessible with ramps.
- Master bath needs to be fully accessible-walk in shower with fold down seat, grab bars, ADA compliant commode and lowered cabinets
- Second bath needs to have an ADA compliant commode, but with a bathtub instead of a walk in shower.
- Front door peephole, thermostat controller, light/fan switches, kitchen cabinets, etc. need to be lowered to accommodate wheelchair accessible.
- Stove with knobs on the front versus on top
- Install garage door opener with lowered switch
- Covered front porch
- Washer/dryer hook up (washer/dryer not included)
- Energy star appliances are required
- Exterior AC unit needs to be heavily secured (cage and bolted down) to prevent theft and should not be installed until the day the client anticipates moving in.
- Exterior doors should be out swing with locking mechanisms.
- Install accordion rolling shutters on exterior of windows with locking mechanism, interior windows shall have mini blinds (white/neutral color except bathroom windows).
- Flooring throughout house shall be minimum 12 inch or larger ceramic tiles, smaller size tiles in bathrooms may be allowed. Colors should be neutral.
- Living room and bedrooms shall have ceiling fan with light fixtures.
- Interior house paint shall be a neutral/beige with white trim.
- A landscape plan must be submitted with proposal. A few large plants/trees are preferred over several small plants.

- ❖ The proposal is based on the use of SHIP funds, and it is implied that all SHIP regulations shall apply. SHIP regulations will be outlined within the Agreement between the City and the selected Developer.

Anticipated construction will be within 30 days upon City Council approval and an executed contract.

Proposed Budget:

	Demolition Cost (DBI Demolition)	Construction/Closing Costs	Developer's Fee	Total Budget
Total	$3668.80	$132,294.00	$7,337.00	$143,300.00

***Note:** The Developer will need to pay any impact fees and water and sewer connection fees as part of the project.

EXHIBIT "1" OF AGREEMENT

REAL PROPERTY / LEGAL

The land is described as follows:

LOT 9, BLOCK 12 C, COLLEGE PARK AMENDED MAP, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SHIP PROGRAM

HOMEOWNER REPLACEMENT HOUSING AGREEMENT

THIS AGREEMENT is made this **15th** day of March 2017, by and between the **CITY OF COCOA, FLORIDA, a Florida Municipal Corporation** ("City"), whose address is **65 Stone Street, Cocoa, FL 32922;** and **NORTH BREVARD CHARITIES SHARING CENTER ("Developer")**, whose address is **4475 S. Hopkins Avenue, Titusville, FL 32780** and **STEPHENSON AND EDWINA PEEK** ("Owners"), whose address **1408 Donna Avenue, Cocoa, FL 32922** .

WITNESSETH:

WHEREAS, the City has applied for and received state funding pursuant to the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Program has a set-aside for funds to assist disabled persons; and

WHEREAS, City has agreed to use SHIP funds to demolish and replace low-income owner-occupied single family housing; and

WHEREAS, Owner is eligible to receive, and desires to receive, SHIP funds for the replacement of Owner's single family home; and

WHEREAS, the covenants of City and Owner contained herein are in furtherance of the expansion of the supply of decent, safe, sanitary and affordable housing within the corporate limits of the City; and

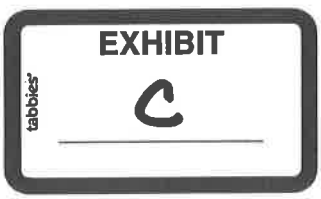
WHEREAS, City and Developer have entered into an Agreement dated March 14, 2017 to use SHIP funds to construct a single family home at 434 Barbara Jenkins Street, Cocoa, FL 32922; and

WHEREAS, Owner is qualified as a low-income household and eligible to receive, and desires to receive, SHIP funds for the replacement of Owner's single family home; and

WHEREAS, City, Developer and Owner desire to enter into this Agreement to implement the transfer of the newly constructed home at 434 Barbara Jenkins Street by the Developer to the Owner and convey Owner's existing home at 1408 Donna Avenue to the City; and

WHEREAS, Owner hereby agrees and warrants that it shall comply with all applicable provisions of the SHIP Program.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration which the parties agree has been exchanged and received, the parties agree as follows:



1.0 Recitals: The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 Other Agreements. Owner agrees to transfer existing property located at 1408 Donna Avenue, Cocoa, FL 32922 to the City. Owner agrees to give up all rights to said property in accordance with the said Development Agreement. The Owner shall have no salvage rights to anything remaining on the property upon 30 days of execution of this Agreement.

2.1 Construction Contract: City has entered into an Agreement with Developer under the SHIP Program for the construction of a new two (2) bedroom, two (2) bath, one (1) car garage single family home, located upon the Real Property described in paragraph 3.0 herein and descripted in ***Exhibit "1"***.

2.2 Mortgage/Note: Owner has executed a Mortgage and Deferred Payment Promissory Note with the City for the SHIP funds being loaned to Owner for a replacement home located upon the Real Property pursuant to this Agreement. Said Mortgage and Deferred Payment Promissory Note are attached hereto as ***Exhibit "2"*** and are hereinafter collectively referred to as the Mortgage/Note. Owner represents and warrants that Owner has thoroughly reviewed and freely and voluntarily executed the Mortgage/Note. Specifically, Owner further represents and warrants that Owner acknowledges that the Mortgage/Note shall be recorded upon the Real Property to protect the City's interests in said Real Property resulting from the loan being provided Owner from SHIP funds. Said Mortgage/Note shall be subject only to the encumbrances and exception of record set forth in the Mortgage, except for liens for taxes and assessments not yet payable. Owner acknowledges the Mortgage/Note shall be recorded in the public records of Brevard County, Florida.

3.0 Real Property / Homestead: Upon transfer of title of property by Developer to Owner, owner shall domicile at the single family residence located at **434 Barbara Jenkins Street** in Cocoa, Florida, the description of which is attached hereto as ***Exhibit "1"*** and fully incorporated herein by this reference ("Real Property"). Under Florida law, Owner currently claims a homestead exemption at 1408 Donna Avenue. Once Real Property is transferred, Owner agrees to obtain homestead exemption and that if Owner should not claim said exemption at any time during the term of this Agreement, City shall have the right to terminate this Agreement pursuant to paragraph 6.0 herein and the Mortgage/Note shall be immediately due and payable to the City under the terms and conditions of the Mortgage/Note.

4.0 SHIP Funds: City agrees to provide Owner SHIP funds in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00)**. Owner agrees to the amount advanced by City in accordance with this Agreement and the Mortgage/Note. The SHIP funds provided pursuant to this paragraph shall constitute the entire financial contribution of the City.

5.0 Owner's Additional Assurances: Owner agrees as follows for the benefit of City:

1) No provision of this Agreement shall be modified, deleted, waived, or terminated without the written approval of the City; and

2) Owner will remain in good standing with Owner's property insurance, property taxes, and utility bills during the affordability period; and

3) Owner agrees to maintain the property in accordance with City Codes. If a code violation is identified during the affordability period; the city has a right to inspect the interior and exterior property. The City has the right to terminate this Agreement and request repayment of SHIP funds if a code lien is placed on the property and is declared a public nuisance.

6.0 Loan Termination and Other Remedies:

6.1 Owner agrees that City shall have the unilateral right to cancel or terminate this Agreement if:

1) Owner fails to comply with the terms and conditions of this Agreement; or

2) Owner ceases to reside in Real Property for a period of more than 90 days, without prior written approval of City; or

3) Owner is no longer primary resident of the Real Property and rents or subleases any portion or all of the real property; or

4) Owner dies, becomes legally incapacitated, or otherwise becomes legally unable to act prior to the terms and conditions of this Agreement; or

5) Owner fails to maintain the Real Property, it becomes a public nuisance and code enforcement action is initiated; or

5) Owner abandons the Real Property; or

6) Any interest in the Real Property, including a beneficial interest, is sold or transferred prior to the affordability period, without City's prior written consent, except for:

a) The creation of a lien or encumbrance subordinate to the mortgage to City to protect the SHIP funds, so long as the lien or encumbrance was obtained with the prior written consent of City; or
b) The creation of a security interest for household appliances.

7) Owner obtains a note secured by the Real Property, whether or not junior to the mortgage granted to City to protect the SHIP proceeds, without the prior written consent of City; or

8) Any other event occurs which is or may be declared a material breach of this Agreement or an event of default as defined in the Mortgage/Note.

6.2 As used in this Agreement, the terms "terminate" and "termination" refers to the rescission of City's obligation to advance SHIP funds to Owner and to the cessation of all further performance by City under this Agreement. Termination shall be accomplished by mailing, by

certified mail; or by personally delivering; written notice of termination to Owner at the Real Property address or to Owner's personal address, if different from the Real Property address, or to any other address which Owner has given City notice. Termination shall be effective on the date the notice is mailed or personally delivered to Owner's address, regardless of whether the notice is actually received by Owner.

6.3 Owner agrees that termination shall not affect City's rights under the Mortgage/Note:

1) To declare the entire principal amount of the loan which has been advanced to Owner, together with any accrued interest and late charges, and any other amount secured by the Mortgage/Note immediately due and payable without any notice or demand to Owner; or

2) To collect any loan proceeds disbursed prior to termination by whatever means are deemed necessary by City and permitted by law, including foreclosure and sale of the Real Property; or

3) To assess interest and late charges under the Mortgage/Note; or

4) To make advances under the applicable provisions of the mortgage to preserve and protect City's security interest in the Real Property; or

5) To add any amount so advanced to the principal amount due under the Mortgage/Note and to have the amounts advanced secured by the Mortgage/Note.

6.4 If the property is sold by the Owner during the lien period, the lien is payable to the City. The property assisted through the SHIP Program must be sold at no less than Fair Market Value (the City may request an appraisal be completed at Owner expense to determine Fair Market Value) minus a fair return on investment by the Owner. A fair return on investment is defined as: the Owner's initial investment and any capital improvements. It shall be noted that it is the Owner's responsibility to document any investment and capital improvements in writing (receipts, copies of cancelled checks, etc.).

6.5 If Owner becomes deceased during the 20 year affordability period, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:
The City will allow the property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

If the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or
- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or
- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

If the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:
If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property.

6.6 City shall also have the right to enforce this Agreement by an action at law or in equity for any form of relief that may be available under federal, state or local law.

7.0 **Project/Program Requirements:** Owner covenants to comply with all applicable project and program requirements set forth in the SHIP Program, the City's Housing Programs Policies, and the City's Local Housing Assistance Plan.

8.0 **Preservation of Security:** Owner agrees to preserve the security of the Mortgage/Note by keeping the Real Property free from all unnecessary hazards and liens; by complying with all lawful requirements and directives of federal, state and local government pertaining thereto (including the payment of all applicable taxes, licenses, fees, assessments and property taxes), and by maintaining in effect at all times adequate homeowners insurance on the Real Property required by City pursuant to the Mortgage/Note or other agreement.

9.0 **Assignment:** This Agreement may not be assigned by Owner.

10.0 **Joint and Severally:** Each party which executes this Agreement as an owner is jointly and severally liable under this Agreement. Notwithstanding such liability, each party executing this Agreement as an Owner hereby agrees that any such party may act for and bind all such parties (Owner) with respect to any right or obligation of Owner under this Agreement.

14.0 **Enforcement of Agreement:** This Agreement shall be enforced by Owner's execution of the Mortgage/Note on the Real Property. Additionally, City's remedies for the breach of any provision of this Agreement shall be an action to enforce the Mortgage/Note; an action to foreclose the Mortgage/Note; and any other legal or equitable remedy. Any violation of

this Agreement shall likewise be deemed a violation of the, and default under, Mortgage/Note. City shall also have those remedies provided in paragraph 6.0 herein.

15.0 Duration of Agreement: This Agreement shall be effective upon execution by City, Developer, and Owner and shall remain effective until all SHIP funds due and payable to City are repaid to City by Owner pursuant to the terms and condition under the Mortgage/Note.

16.0 Public Records: Developer 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 are considered public records pursuant to Chapter 119, *Florida Statutes*. Developer shall abide by all the provisions in Chapter 119, *Florida Statutes*. Developer shall also abide by all the applicable provisions of federal law under the Freedom of Information Act.

17.0 Records Maintained/Retained: The Developer shall maintain all records required by SHIP. The Developer shall retain all such records for a period of three (3) years after the termination of this Agreement, or after resolution of all on-going federal, state or local audits related to this Agreement, whichever occurs later. Such records shall be made available to the federal, state or City monitors or their designees for review upon request.

18.0 Other Representations and Warranties: Owner represents and warrants that it shall at all times comply with the terms and conditions under this Agreement. In the event Owner fails to comply with said terms and conditions, City shall have all remedies provided under this Agreement and State and Federal law. If the City takes legal action to foreclose the Mortgage/Note or collect any SHIP funds misused by Owner, the Owner shall be liable for all costs incurred by the City to foreclose the Mortgage/Note or to collect such funds including, but not limited to, reasonable attorney's fees, filing fees, and other costs.

19.0 Severability: Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

20.0 Choice of Law; Venue: This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida for all federal disputes or actions which arise out of or are based upon this Agreement.

21.0 Integration; Modification: The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

22.0 **Attorney's Fees:** If the City is a prevailing party in any action to enforce any of the terms of this Agreement and agreements attached hereto, the City shall be entitled to recover from the Owner or Developer and any other non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

23.0 **Headings:** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24.0 **Waiver:** Any waiver by City of any breach or violation of Owner's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

25.0 **No Joint Venture:** No provision contained herein shall be construed as creating a joint venture between the parties.

26.0 **City's Right of Inspection:** During the term of this Agreement, the City is hereby granted the right of entry onto Owner's Real Property for purposes of determining Owner's compliance with this Agreement and any agreements attached hereto. Owner hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

27.0 **Notices:** Communication and details concerning this Agreement shall be directed to the following contact representatives:

CITY:	**OWNERS:**
City of Cocoa	Stephenson and Edwina Peek
Community Services Department	1408 Donna Avenue and
65 Stone Street	434 Barbara Jenkins Street
Cocoa, FL 32922	Cocoa, FL 32922
(321) 433-8520	(321) 638-3392

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

IN WITNESS WHEREOF, this Agreement has been executed and delivered and is effective on the latest of the dates set forth below. Owner hereby acknowledges that Owner has read and does fully understand the foregoing Agreement and all attachments thereto.

WITNESSES:

Signature

Steve McCaslin
Print Name

Signature

OWNER(S):

Stephenson Peek 3-15-17
Signature Date

Stephenson Peek
Print Name

ELLEN HEUSER
Print Name

Signature
Print Name

Signature

ELLEN HEUSER
Print Name

WITNESSES:

Signature

Steve McCaslin
Print Name

Signature

ELLEN HEUSER
Print Name

ATTEST:

Signature

Carie Shealy, City Clerk
Print Name

Edwina Peek 3-15-17
Signature Date

Edwina Peek
Print Name

DEVELOPER(S):

Signature 3/15/17
Date

Joe Robinson, Executive Director
Print Name

North Brevard Charities Sharing Center

CITY OF COCOA:

Signature

Henry U. Parrish, III
Print Name

Mayor
Title

3/14/2017
Date

Legislation Details (With Text)

File #:	17-288	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 08-2017 - FLUM W King Street 102.2 acres - Medium Density Residential and Exhibit A - Legal Description 102.42 acres LDR to MDR School Impact Analysis Legal Ad FLUM 7-11-2017 CTY. COCOA 17-1ESR Approval				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: September 26, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve Second Reading of Ordinance 08-2017, 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.

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The

Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **LARGE-SCALE COMPREHENSIVE PLAN MAP AMENDMENT** consistent with Florida Statute, Chapter 163. The property owner is requesting approval to amend the Future Land Use Map designation of a portion of one parcel (102.0 acres of the total 130.66-acre parcel) from “Low Density Residential” to “Medium Density Residential,” and further designate those portions of the subject property identified as wetlands to the “Conservation” Future Land Use designation.

The first reading on this Agenda Item was presented to City Council on April 25, 2017 as a transmittal hearing regarding a FLUM Amendment to the City Comprehensive Plan requiring notification to the state planning agency and other reviewing agencies pursuant to the Community Planning Act. City Council approved the first reading of Ordinance 08-2007 and staff transmitted the ordinance according to the Act. The City did not receive any comments from the state land planning agency and reviewing agencies, see attached letter dated May 30, 2017. Additionally, attached is the school impact analysis from Brevard County Public Schools which provided a nonbinding review; a Concurrency Determination must be performed by the school district prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the City.

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Future Land Use Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from “Low Density Residential” to “Medium Density Residential” as depicted on Exhibit A.

Currently, the subject parcel has two future land use and zoning designations. The northern portion of the parcel, fronting on W. King Street (SR 520), is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a “Commercial” future land use designation and is zoned C-W (Wholesale Commercial). No changes are proposed to the Commercial Future Land Use designated portion of the property.

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of “Low Density Commercial” with an RR-1 (Rural Residential) zoning designation.

The reason for the proposed change to the Medium Density Residential Future Land Use designation is to rezone the property to RU-2-15 Residential to allow for the property owner to construct an adult congregate living facility (ACLF) on the westerly section of the 102.02-acre portion of the property. The current Future Land Use and zoning designations of “Low Density Residential” and RR-1 Residential, do not allow for RU-2-15 zoning nor an ACLF use.

In addition to this application, the applicant has submitted an application to rezone the property from the existing RR-1 Residential zoning designation to RU-2-15 Residential zoning designation, which allows for an ACLF use by Special Exception approval.

It should be noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF; single family homes; a 55 and older multiple-family development in the form of duplexes, triplexes, or fourplexes; or any allowable special exception as approved by the Board of Adjustment, and to ensure compatibility with neighboring properties. The agreement also provides for a six foot (6’) buffer wall along the western boundary

and opaque fence on the southern boundary of the property up to the eastern limits of the development. The Development Agreement is attached for City Council review and consideration.

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

Overview of Surrounding Area:			
	Future Land Use	**Zoning**	**Existing Use**
North	Commercial	C-W	Vacant, Space Coast Honda, & County Sch Bus Facility
South	Very Low Density Residential (City); RE (County)	RU-1-7 (City); AU (County)	Single-family Residential & Vacant
East	Low Density Residen (City); RES 4 (County	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (County)	RR-1 & GU (County)	Single-family Reside & Vacant

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region;

Applicant Response: *The proposal should have no impact upon the City's budget. However, the proposed developments will positively impact the City's and region's economies. The commercial uses and the ACLF will bring jobs, increase tax revenue and more consumer spending.*

Staff Response: The proposed amendment would have no negative impact on the city's budget or the regional economy. The Medium Density Residential allows for multi-family and single-family development. ACLF use is permitted by Special Exception approval by the Board of Adjustment. The purpose of the request is to allow for rezoning of the property to RU -2-15 Residential and then subsequently submit a Special Exception application for the ACLF use. Additionally, if approved, it will provide a use that enhances the economy of the region through the provision of an additional ACLF facility serving residents of the City and region.

b. Whether the proposal will diminish the service level of public facilities;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: The future land use amendment will not negatively impact or diminish the service level of public facilities.

Potable Water: The subject property can be served by the City of Cocoa Utilities Department for water service and reclaimed service. Level of service would not be diminished as a result of the amendment.

Sanitary Sewer: The subject property is served by the City of Cocoa Utilities Department for sanitary sewer service. Level of service would not be diminished as a result of the amendment.

Solid Waste: As the property is currently vacant, there is no solid waste service to the parcel. If the property is developed in the future, a private hauler would provide service.

Transportation: The subject property would be accessed from an existing entrance on W. King Street (SR 520). The City of Cocoa Comprehensive Plan 2010-2020, Volume 1 Goals, Objectives, & Policies, Map M-II-2: Functional Roadway Classification Map identifies W. King Street as an arterial road and is functioning at a "C" level of service. If the proposed future land use amendment is approved by City Council, the expected effect to W. King Street would be neutral. Therefore, the level of service would not be diminished as a result of the amendment.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region;

Applicant Response: *The proposal will favorably impact the environment as the improvements will be constructed to comply with all regulations of the DEP, SJRWMD and the City. The proposal will have no impact upon the natural or historical resources of the City or region.*

Staff Response: The westerly portion of the property contains wetlands as identified on Map M-XII-1: Wetlands, of the Comprehensive Plan Conservation Element. In accordance with Future Land Use Element Policy 1.1.2.13: Conservation; The Conservation Future Land Use Category is intended to protect environmentally sensitive natural resource systems. The conservation land use category identifies lands that are environmentally fragile natural resources for long term preservation. The following criteria shall be used for designating properties as Conservation on the Future Land Use Map:

A. Any Future Land Use Map amendment adopted after December 1, 2003, shall assign the Conservation Future Land Use category to wetlands within the area of the subject amendment.
B. The boundaries of the Conservation Future Land Use category may be adjusted to be consistent with a wetland jurisdictional line determination by the SJRWMD without the need for a comprehensive plan amendment. In those areas initially presumed but later determined not to be classified as a wetland will take on the future land use category assigned to the upland portion of the development site.
C. At the time of development, wetlands within the Conservation Future Land Use category shall be encumbered by a perpetual conservation easement.
D. Allowable uses, intensities, and impacts within the Conservation Future Land Use category shall be in conformance with those uses, intensities, and impacts listed in the Conservation Element.

Any future development of the subject site shall be in accordance with above-mentioned policy.

Furthermore, Conservation Element Policy 12.1.6.15: Wetlands and wetland functions shall be protected and conserved by restricting direct and indirect development impacts.

E. *Upland buffers.*

1. *General.* Upland buffers are considered an integral component of a functioning wetland and shall be afforded the same types and levels of protection as the wetland itself. Upland buffers shall not be developed, cleared, or landscaped that would decrease their effectiveness in supporting wetland functions, and shall not include turfed, landscaped, or impervious surfaces.
2. *Minimum width.* Where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland.
3. *Encroachment.* Encroachment into upland buffers for the purpose of hydrologic connection of drainage systems and creation of mitigation areas shall be permitted and shall not require additional buffering compensation.
4. *Additional requirement.* The City may require the extension of upland buffers beyond the twenty-five (25) feet if necessary to connect isolated wetlands with other protected wetlands existing within one-hundred (100) feet depending on the existence of listed species and habitat valuation.
5. *Average width exception.* Uplands buffer widths may be adjusted downward below the required minimum average on a case-by-case basis if the developable portion of the existing lots of record as of December 1, 2003 does not have sufficient size or dimensions to allow for a reasonable use of the property based on the designated future land use category. In this instance, the remaining upland buffers shall be enhanced with native species to minimize development impacts and enhance the functioning value of the wetlands buffer area.
6. *Passive recreation.* The City may approve, as appropriate, minimal use in clearing for nature trails and other passive recreational uses compatible with the purpose of the buffer zone.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code;

Applicant Response: *The proposal is consistent with the goals of the state comprehensive plan because the proposed development is not contrary to the public interest and is consistent with private property rights. This is a redevelopment project which will efficiently and effectively create a mixed-use project of commercial development and a transitional use from the commercial uses to nearby residential uses.*

Staff Response: State Comprehensive Plan, Chapter 187.201(15) LAND USE.--

(a) *Goal.*--In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally

acceptable manner.

The subject property has availability to water and sewer and would have a minimal impact to the transportation corridors in the area. There would be no need for the City to extend any additional services to the site.

East Central Florida Regional Planning Commission Strategic Regional Policy Plan (now called East Central Florida 2060 Plan):

> Chapter 5 - Transportation, Policy 5.25: Non-urban arterial roads should be protected by access management policies that limit curb cuts to preserve their capacity.

As previously noted, the subject property has an existing entrance from W. King Street. Future development may or may not include additional entrances.

> Chapter 4 - Economic Development, Policy 4.3: Support emerging economic centers that are located in the most appropriate areas, such as along transit corridors or in existing or planned employment centers.

The subject property is located on W. King Street, which as noted above, is classified as an arterial roadway. The subject property is also within 1.75 miles of access to Interstate 95.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: A preliminary concurrency review has not been completed. However, the requested future land use, and subsequent rezoning, would provide tax revenue to the City to support the services and facilities that may be required of the use. A final concurrency evaluation will be required prior to the issuance of a development permit. As discussed previously in Section B, it is not anticipated that there will be any reduction in the level of service or in the ability of the City to provide adequate public facilities as a result of the amendment.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses;

Applicant Response: *The proposal is compatible with surrounding residential uses and commercial uses. It removes an excavation operation and replaces that use with a less intense use of a quiet ACLF.*

Staff Response: This portion of W. King Street is primarily of a commercial nature. The portion of the subject property under consideration for the future land use change, and subsequent rezoning, is nearly 1,000 feet to the south of W. King Street. Uses to the west boundary of the subject amendment area are large-lot residential in nature. There is one large lot residential property located at the southwest corner of the amendment area. The existing home on the property is approximately 430 feet from the subject property. The

remaining lands on the subject amendment site are largely undeveloped and appear to be undevelopable due to the presence of wetlands. See Map M-XII-1.

Any proposed use on the property would be subject to the City's land development regulations as provided by the site plan approval process and special exception approval as required. As noted above the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property.

The RU-2-15 Residential zoning category is the most intensive zoning category allowed in the Medium Density Residential Future Land Use designation. Impacts to the surrounding neighborhood would be minimal, if any, due to the physical constraints, lack of functional connection and relationship to surrounding property owners, and the allowable zoning and uses within the Medium Density Residential Future Land Use category.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment; and

Applicant Response: *The proposal will have no impact on adequate housing.*

Staff Response: The proposed Future Land Use amendment to Medium Density Residential would allow for additional housing opportunities in the City. The Medium Density Residential Future Land Use designation allow multi-family developments as well as assisted living facility type developments, by special exception, that are not currently permitted under the Low Density Residential Future Land Use designation and allowable zoning districts.

According to the City's Comprehensive Plan Data & Analysis, October 2010, the City contains only 172.5 acres of Medium Density Residential, or 2.0% of the total current Future Land Use designations. Low Density Residential accounts for over 15% of all Future Land Use designations in the City. In order to accommodate future projected population growth the City must reduce the deficit in the housing stock by providing for additional opportunities. However, considering the intended use as an ACLF, if approved by special exception, the use will have neither a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their place of employment.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Applicant Response: *The amendment is consistent with the elements of the City's Comprehensive Plan, Policy 1.1.2.4 for MDR is met as the Property has access to a major collector street or one higher. The development will not impact the five residents to the west, not have a negative impact on the character of the area, or impact the environment. Policy 1.1.4 encourages redevelopment, a goal of this project, and the Property is in the Diamond Square Redevelopment Area.*

Staff Response: The proposed Future Land Use amendment shall comply with the following goals, objectives and policies of the City's Comprehensive Plan:

Future Land Use Element

Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural resources and historic resources as well as maximizing economic development opportunities.

Policy 1.1.2.4: Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.

B. These areas should have convenient access to community services.

SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.

C. New Developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

Conservation Element

The subject portion of the property is located within the AE Zone (100-year floodplain). Therefore, the following Objectives and Policies apply:

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

Policy 12.1.9.1: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitats, the City's Flood Damage Prevention ordinance shall be updated to as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provisions of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

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

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

As previously noted in Section c. of this report, development on the subject property shall be in accordance with the goals, objectives and policies contained in the Conservation Element of the Comprehensive Plan; specifically related to Policy 12.1.6.15 regarding wetland protection as well as Future Land Use Element Policy 1.1.2.13. In addition, all future development activities on the subject property must comply with Chapter 6, Division 3, Flood Damage Prevention, of the Cocoa City Code. This may require a separate floodplain development permit approval in addition to a building permit, as determined by the floodplain administrator. Sec. 6-323.

Because the subject property is severely environmentally constrained and the wetland areas are recommended for a Conservation designation, it appears that much of the subject property east of the pond will be undevelopable. Accordingly, the proposed comprehensive plan change to Medium Density Residential is not inconsistent with Policies 12.1.9.1 and 12.1.9.2, which encourage the 100-year floodplain to remain as open space. Much of the subject property east of the pond will remain available only for open space and conservation-related uses. Any adverse consequences of compensatory storage for development along the western side of the pond will be addressed at the site planning and development stage.

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Housing Element

Objective 3.1.1. Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes and costs by 2020 which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and zoning districts on the Future Land Use and Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Goal 3.6: The City shall encourage the provision of housing opportunities for people with special needs such as the homeless, the elderly, and the physically and/or mentally disabled.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council approved the First Reading of Ordinance 08-2017 at its April 24, 2017 meeting.
The Planning & Zoning Board unanimously recommended approval at its April 12, 2017 meeting.

RECOMMENDED MOTION:

Approve Second Reading of Ordinance 08-2017, 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.

ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, SAID PORTION OF THE PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PORTION OF THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on April 12, 2017, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the Local Planning Agency recommended the City Council adopt the comprehensive plan amendment set forth in this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of a portion of the real property legally described and depicted on **Exhibit "A"** from "Low Density Residential" to "Medium Density Residential" and further designating those portions of the subject property identified as wetlands as "Conservation." Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

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

_____

Henry U. Parrish, **III, Mayor**

ATTEST:

_____

Carie Shealy, **City Clerk**

DESCRIPTION:

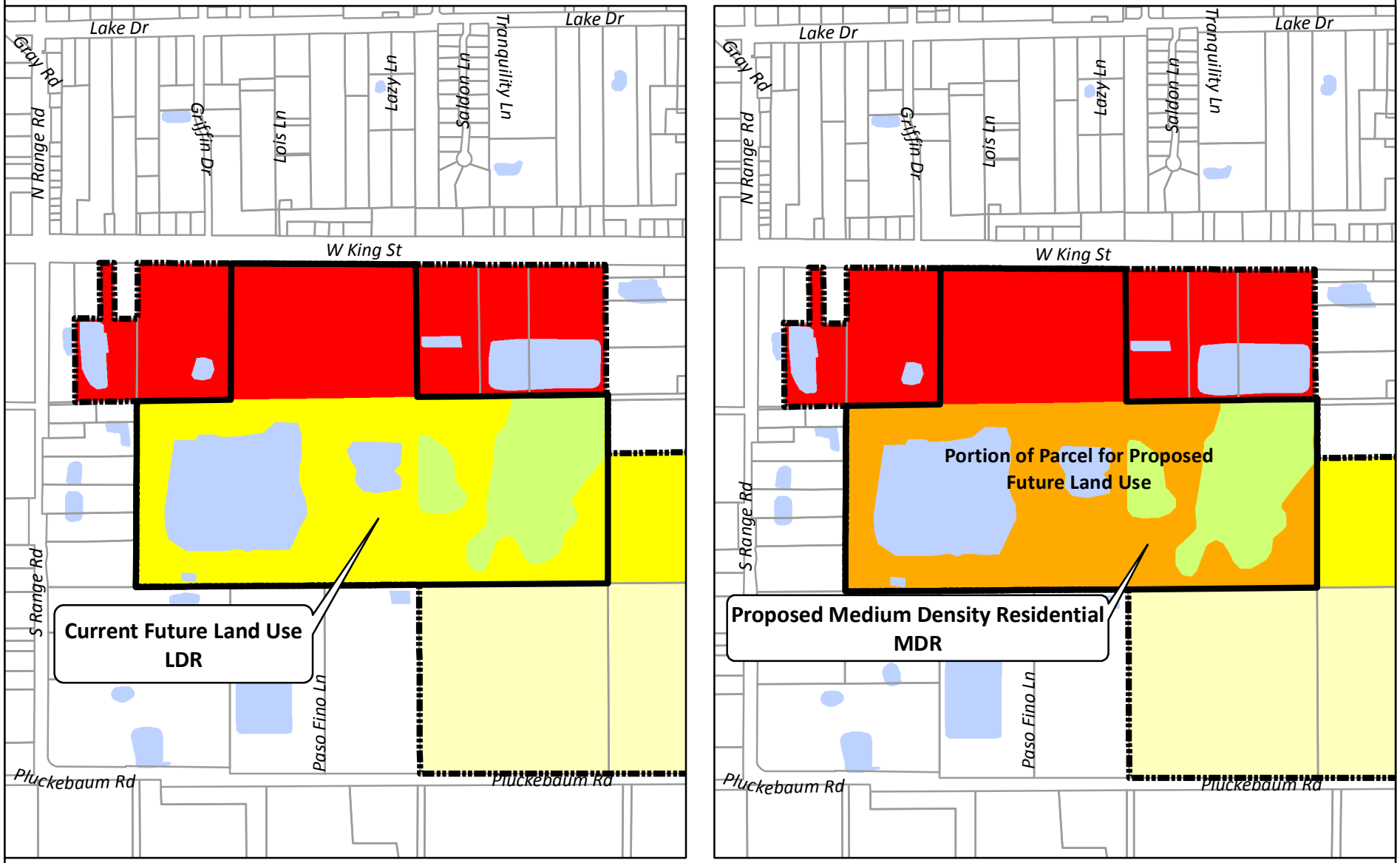
A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

City of Cocoa Future Land Use

South Side of W. King St.

From: LDR (Low Density Residential) To: MDR (Medium Density Residential)



COMM: Commercial

LDR: Low Density Residential

VLDR: Very Low Density Residential

CONS: Conservation

MDR: Medium Density Residential

N:\CommunityServices\Planning\MapRequests\ProposedFLUMaps\2075WKingSt\ArcMapDoc\2075WKingSt_ProposedFLUMap.mxd

School Board of Brevard County
2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Desmond K. Blackburn, Ph.D., Superintendent

Brevard Public Schools

June 26, 2017

Mr. Steven Biel
Senior Planner
Planning and Zoning Division
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Proposed King Street ACLF - Comprehensive Plan Amendment, Rezoning, and Special Exception
Land Use Amendment and Rezoning PZ-17-00500002
School Impact Analysis – Capacity Determination CD-2017-05

Dear Mr. Biel,

We received a completed *School Facility Planning & Concurrency Application* for the above referenced development on June 8, 2017. The subject property consists of one parcel, tax account number 2243993 and Parcel ID 24-36-31-00-265, containing approximately 102.2 acres in Cocoa, Florida. The proposed Land use change would result in an increase in the number of residential units permitted by 6 dwelling units. The School Concurrency Determination of this proposed development has been undertaken based on the proposed development of 100 multi-family residential units. The following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2017-18 to 2021-22 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2016-2017 to 2021-22* which is attached for reference.

Multi Family	100		
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.27	27	27
Middle	0.06	6	6
High	0.10	10	10
Total	**0.43**		**43**

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FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	990	990	990	990	990
McNair	611	611	611	611	611
Rockledge	1,689	1,689	1,689	1,689	1,689

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	892	941	980	981	990
McNair	455	443	471	461	466
Rockledge	1,470	1,515	1,522	1,485	1,458

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	1	15	32	32	32
McNair	5	11	16	16	16
Rockledge	46	80	100	108	108

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	-	27	27	27	27
McNair	-	6	6	6	6
Rockledge	-	10	10	10	10

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	893	983	1,039	1,040	1,049
McNair	460	460	493	483	488
Rockledge	1,516	1,605	1,632	1,603	1,576

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Endeavour	97	7	(49)	(50)	(59)
McNair	151	151	118	128	123
Rockledge	173	84	57	86	113

At this time, the concurrency service area for the elementary school level is projected to have insufficient capacity to accommodate the potential residential development resulting from the King Street ACLF. Because there is a shortfall of available capacity in the concurrency service area of the King Street ACLF, the capacity of adjacent concurrency service areas must be considered, per Interlocal Agreement Section 13.2(e). The adjacent Elementary School Concurrency Service Areas are those of Cambridge Elementary, Tropical Elementary, Golfview Elementary and Saturn Elementary. A table of capacities of the *Adjacent School Concurrency Service Areas* that could accommodate the impact of the Avery Springs Subdivision is shown:

FISH Capacity (including relocatables) from the Financially Feasible Plan Data and Analysis for School Years 2017-18 to 2021-22

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	765	765	765	765	765

Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	674	694	717	735

Students Generated by Previously Issued SCADL Reservations

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	-	-	-	-

Cumulative Students Generated by Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	-	27	27	27	27

Total Projected Student Membership (includes Cumulative Impact of Proposed Development

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	658	701	721	744	762

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2017-18	2018-19	2019-20	2020-21	2021-22
Cambridge	107	64	44	21	3

This is a **non-binding** review; a *Concurrency Determination* must to be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

David G. Lindemann, AICP
Manager Facilities Planning & Intergovernmental Relations

Enclosure: *Brevard County Public Schools Utilization 2016-17 to 2021-22*

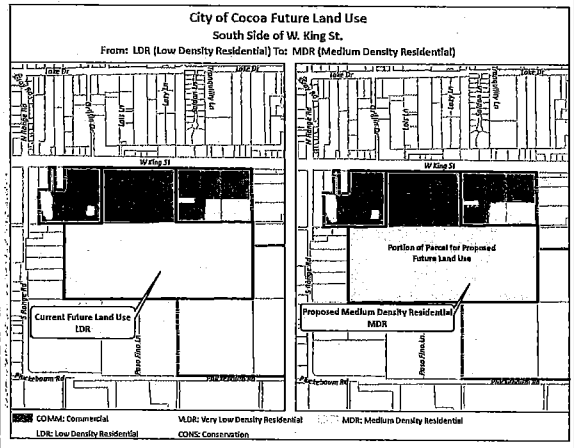
Copy: Susan Hann, P.E., AICP, Director of Planning & Project Management
File CD-2017-05

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-00500002 – FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILE EAST OF S. RANGE ROAD, IN COCOA, SAID PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.



All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

FT-0000590508

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA (TE) SALES PERSON: 0042-OPEN RIVAS PUBLICATION: FT-FLORIDA TODAY	PROOF CREATED AT: 6/22/2017 5:12 PM PROOF DUE: - SIZE: 3 col X 10 in	NEXT RUN DATE: 07/01/17	FT-0000590508.INDD

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

May 30, 2017

The Honorable Henry U. Parrish III
Mayor, City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Dear Mayor Parrish:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Cocoa, Amendment No. 17-1ESR, which was received on May 1, 2017. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Pennington, at (850) 717-8524, or by email at dan.pennington@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Hugh Harling, Jr., P.E., Director, East Central Florida Regional Planning Council
Steve Beil, Senior Planner, City of Cocoa

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

Legislation Details (With Text)

File #:	17-289	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 09-2017 Exhibit A - Legal Description 102.42 acres RR-1 to RU-2-15 Legal Ad Rezoning 7-11-2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 9, 2017
Agenda Date: September 26, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **ZONING MAP AMENDMENT** consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of a portion of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) to RU-2-15 (Multiple Family

Dwelling).

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Zoning Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential) as depicted on Exhibit A. The reason for the requested change is the property owner is proposing to construct an adult congregate living facility (ACLF) on the subject property. The RU-2-15 zoning designation allows ACLF uses by Special Exception approval. The current zoning designation of RR-1 Residential does not allow for an ACLF use.

The applicant has also submitted an application to amend the Comprehensive Plan to change the future land use designation from “Low Density Residential” to “Medium Density Residential” and “Conservation.” Action on the rezoning will be subsequent to action taken on the amendment to the Comprehensive Plan. Again, the requested rezoning only applies to the 102.2-acre portion of the subject parcel depicted on Exhibit A.

The provisions of the RU-2-15 Residential district are intended to apply to an area of medium density residential development with a variety of housing types. Lots and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development.

As noted in the comprehensive plan amendment staff report, the subject parcel has two future land use and zoning designations. The northern portion of the parcel (28.46 acres), along W. King Street, is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a “Commercial” future land use designation and is zoned C-W (Wholesale Commercial).

It should be noted the applicant during the first public hearing for the comprehensive plan amendment agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties. The agreement also provides for the buffer wall along the west and southern boundaries of the property.

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of “Low Density Residential” with a RR-1 (Rural Residential) zoning designation.

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

Future Land Use:	Current: Low Density Residential Proposed: Medium Den		
Zoning District(s):	Current: RR-1 (Rural Residential) Proposed: RU-2-15 (M		
Existing Land Use:	Vacant		
Council District:	District 1 - Councilmember Whipple, Jr.		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**

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North	Commercial	C-W	Vacant, Space Coa Honda, & County School Bus Facility
South	Very Low Density Residential (City	RU-1-7 (City); AU (County)	Single-family Residential & Vaca
East	Low Density Residential (City); RE	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (	RR-1 & GU (Count	Single-family Residential & Vaca

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Applicant Response: *The proposed change is not contrary to established land patterns. Applicant seeks a change of the zoning from RR-1 to RU-2-15. The change is necessary to allow the redevelopment of the existing excavation/borrow pit that exists on the western portion of the land. Additionally, despite the Property being over 100 acres, very little uplands exist for development. This zoning change is appropriate because it will serve as a transitional use between the commercial properties to the north and the residential uses to the west (and potentially to the south and east).*

The property for which the amendment is sought is adjacent to commercial land to the north. Despite low density residential zoning to the east, south, and west, there are only five (5) developed lots to the west, a couple of which also have agricultural uses. The properties to the east and west and undeveloped, include a former borrow pit, and appear to be used for grazing or other agricultural uses. To the north is (1) the School Board Transportation Dept., with school bus storage, (2) the remainder of applicant's land to be developed with mini-warehouses and vehicle sales, and (3) vehicle sales (Cocoa Honda and Cocoa Hyundai).

This amendment is compatible because it provides for low impact uses and because this is an underdeveloped area with no "residential neighborhoods".

Staff Response: The proposed rezoning for the 102.2-acre portion of the subject parcel is approximately 1,000 feet from the south side of W. King Street. The land use pattern along the southern and northern side of W. King Street, in the general vicinity of the subject parcel, consists of commercial, retail, and light industrial-type uses. The north side of W. King Street is located in Brevard County. Directly north of the subject parcel, on the north side of W. King Street, there are five vacant parcels. The parcels to the south and west consist of single-family residences and vacant parcels.

Staff believes that the 102.2-acre portion of the subject property is setback at least 1,000 feet from W. King Street and would not be impacted by the established uses along W. King Street. Required landscaping/buffering requirements for the ACLF would be reviewed during the Special Exception review by the Board of Adjustment and site plan review by the Planning & Zoning Board. It should also be noted that the development agreement requires a buffer wall, and this would be in addition to the landscape requirements set forth in the Code.

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

Applicant Response: *This rezoning will not create an isolated zone, but will create a transitional zone for intense commercial use to low intensity commercial to residential.*

Staff Response: **T**he proposed ACLF could be considered a low impact use and could be viewed as a transition between the commercial, retail, and light industrial uses along W. King Street and the residential zoning to the

south. ACLFs are permitted by Special Exception approval by the Board of Adjustment in the RU-2-15 zoning district. Staff believes the RU-2-15 zoning designation would be the most appropriate zoning designation with the limited residential uses adjacent to the subject property. Moreover, there is no practical or functional relationship to the surrounding properties.

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

Applicant Response: *The rezoning will not materially alter population, increase the load on public facilities, or decrease the transportation LOS (Level of Service). Please see CPA application for traffic counts and trip analysis of ACLF's (Exhibit C).*

Staff Response: Rezoning the 102.2-acre portion of the subject parcel would not materially alter the population, increase the load on public facilities, or decrease the transportation level of service, or add any burden to schools or utilities as an ACLF use is considered a low impact use and would be occupied by the elderly.

Furthermore, the majority of the 102.2-acre portion of the property is undevelopable due to wetland conditions and the large lake that was once a borrow pit. Development density and intensity on the property would be low due to these physical constraints.

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

Applicant Response: *The existing boundaries are not "illogically drawn", but are no longer valid based upon the lack of residential development that has occurred in the area since the zoning classification was adopted. The area has trended toward commercial use, including excavation and borrow pits.*

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing uses in the area.

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

Applicant Response: *The rezoning would not be contrary to the land use plan or adversely impact the Comprehensive Plan. Please see Comprehensive Plan Addendum for additional information.*

Staff Response: The FLUM designation for the subject lot is proposed to be amended to "Medium Density Residential." The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

> **Policy 1.1.2.4: Medium Density Residential (MDR).** Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.
>
> A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.
>
> *The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.*
>
> B. These areas should have convenient access to community services.
>
> *SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.*
>
> C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

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

Applicant Response: *Yes, the land use patterns in the area have changed, necessitating the rezoning requested.*

Staff Response: The intent of the rezoning request is to be able to provide an ACLF use on the westerly section of the 102.2-acre portion of the subject property. Staff believes there is a need for the proposed ACLF use to serve the elderly community in the City as the overall population of the Baby Boomer generation continues to age.

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

Applicant Response: *Living conditions for the five developed residential properties to the west will not change. There is no neighborhood. All traffic will enter the property from SR 520.*

Staff Response: As there is already a mix of residential, commercial, and light industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. Through the site plan review process, landscaping/buffer requirements would minimize any potential effects in the immediate area, particularly the limited residential uses to the west and south. Additionally, as previously noted the applicant during the first public hearing agreed to enter into a Development Agreement, based on public concerns the use could be changed to multi-family and or other more intense uses, to limit the development as an ACLF and to ensure compatibility with neighboring properties.

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

Applicant Response: *The rezoning will not create excessive traffic or affect public safety. This amendment will not impact transportation level of service for the applicable roadway segment to the extent that the existing levels are degraded. It is clear from the City Comprehensive Plan and the most recent traffic counts (portions of both included with the CPA application), that the level of service of SR 520 in this traffic segment continues to operate at a Level C, above the minimum LOS (Level of Service) of D. There are many SCAT stops along SR 520 for employees of SCAT, but it is doubtful that the ACLF residents will utilize SCAT.*

Staff Response: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As previously stated, the overall development potential for the site is low due to the physical constraints of the property such as existing wetlands on the eastern portion of the property and the large lake on the western portion.

i. The proposed change will create a drainage problem.

Applicant Response: *The rezoning will not create a drainage problem. The property to be redeveloped to current DEP, SJRWMD, and City stormwater codes, which will improve the property and nearby properties.*

Staff Response: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

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

Applicant Response: *The rezoning will have no reduction of light or air to adjacent areas.*

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

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

Applicant Response: *The proposed change will likely enhance the property values in the adjacent areas.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning. The proposed zoning will require adequate buffering to protect the adjacent residential properties.

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

Applicant Response: *The proposed change will not be a deterrent to the improvement or development of adjacent property per existing regulations. The proposed ACLF will be low intensity and unobtrusive, so the surrounding residentially zoned properties will not be deterred from building single family homes.*

Staff Response: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property would be severely restricted by its physical constraints and conditions. Appropriate buffering to adjacent properties would be required to ensure no negative impacts.

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

Applicant Response: *The proposed change will not grant a special privilege to the applicant. The change will allow for positive redevelopment of an old borrow pit.*

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

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

Applicant Response: *There are substantial reasons why the property cannot be developed as an ACLF. The only principal use allowed is one-acre single family homes. There exists insufficient uplands to make creation of a subdivision feasible. Additionally, the cost to develop such a subdivision would be insurmountable. An ACLF cannot be constructed under current zoning.*

Staff Response: The 102.2-acre portion of the subject property requesting the rezoning is currently zoned RR-1 and only allows for 1-acre single-family dwellings. The applicant is proposing to construct an ACLF, which is prohibited in the RR-1 zoning district. The property is not conducive to subdividing into 1-acre lots due to an existing borrow pit and wetlands on the property. Staff believes the proposed ACLF would be a better use for the property.

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

Applicant Response: *Because of the adjacent commercial uses, and lack of residential homes in the area, the proposed change is not out of scale with the needs of the area. There is no neighborhood.*

Staff Response: The proposed rezoning is not out of scale with the needs of the area and would provide a transition between commercial, retail, and light-industrial uses along W. King Street and residential uses to the south and west of the 102.2-acre portion of the subject property.

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

Applicant Response: *There are no other adequate sites in the City for the proposed use in districts already permitting such use. There is no Neighborhood Commercial designated land, with related C-N zoning, for miles from this property. Nor is there sufficient Commercial designated property of adequate size to allow an ACLF along SR 520. This is clear from Map M-I-6: Vacant Land by FLU Category.*

Staff Response: The property owner is proposing to develop the 102.2-acre portion of the subject property with an ACLF, in which the City is supportive of. As noted above, ACLFs are permitted by Special Exception approval in the RU-2-15 zoning district.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the “Medium Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On April 25, 2017 City Council approved the first reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). The Planning & Zoning Board unanimously recommended approval at its April12, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

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ORDINANCE NO. 09-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

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

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

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

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

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from Rural Residential ("RR-1") to Multiple-Family Dwelling ("RU-2-15") for a portion of the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. Effective Date. This ordinance shall become effective immediately upon the effective date of Ordinance No. 08-2017 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 08-2017 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

DESCRIPTION:

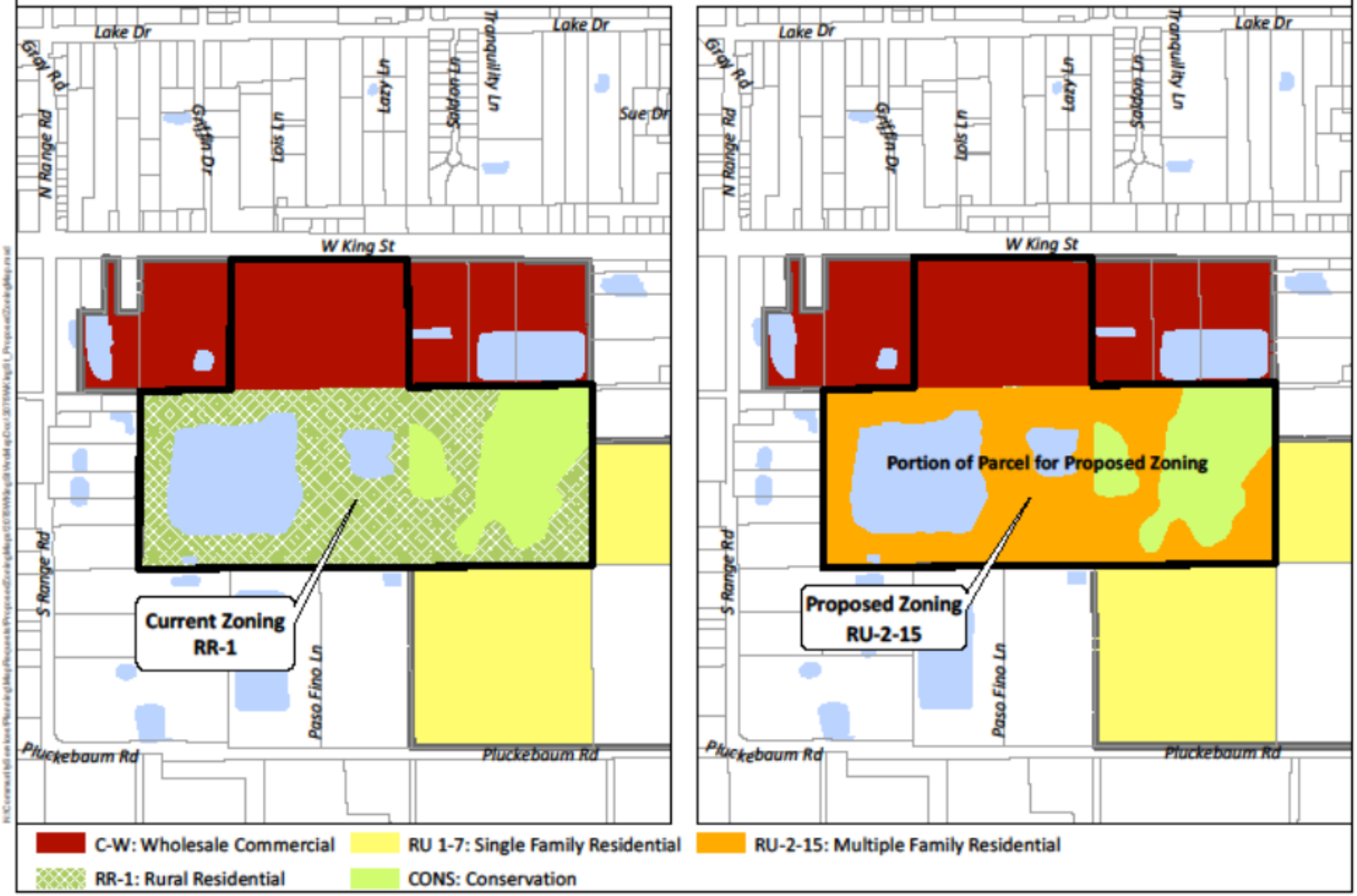
A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

City of Cocoa Zoning Map

South Side of W. King St.

From: RR-1 (Rural Residential) To: RU-2-15 (Multiple Family Residential)



FLORIDA TODAY
FLORIDA .com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0002231949
Pymt Method Invoice
Net Amt: $162.58

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/01/17

Text of Ad:

AD# 2231949 7/1/2017

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, July 11, 2017 in order to consider the following:

PZ-17-02100003 – ZONING MAP AMENDMENT
ORDINANCE NO. 09-2017
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Legislation Details (With Text)

File #:	17-383	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	8/24/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Consider the reappointment of Mr. Stephen R. Harrell as a member of the General Employees Pension Board through September 30, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08_23_17 Harrell Reappointment paperwork.pdf 08_28_17 Harrell Consideration Letter.pdf General Pension Board.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 24, 2017
Agenda Date: September 26, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Mr. Stephen R. Harrell as a member of the General Employees Pension Board through September 30, 2020

BACKGROUND:

Mr. Stephen R. Harrell was appointed to the General Employees Pension Board in February, 2017. At the time of his appointment, he filled the vacancy of an unexpired term. His current term ends September 30, 2017.

If reappointed, Mr. Harrell will serve as the “Council” appointed member through September 30, 2020. He currently meets all qualifications for serving on a City board.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted Choose an item.
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

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

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:
Consider the reappointment of Mr. Stephen R. Harrell as a member of the General Employees Pension Board through September 30, 2020

RECEIVED
AUG 23 2017
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Stephen R. Harrell Application Date: 08/23/17

Street Address, Including Zip Code: 3325 ERIE ST. Cocoa, FL. 32926

Telephones: Home: 321-632-9461 Work: N/A Pager: N/A Cell: 321-431-9724

Place of Business: N/A

Title/Position Held: Retired

Date of Birth[2] 02/11/1956

Email Address: harr640@bellsouth.net

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

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

ELIGIBILITY

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

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

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

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

I retired from the City after 28 years with the Utilities Dept. I am currently serving on the General Pension Retirement Board.

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

✓ Male
____ Female

DISABILITY

____ Physically Disabled

In response to inquiry by the Office of the City Clerk, I, Stephen Harrell.

✓ seek reappointment

____ do not seek reappointment

as a member of the General Employees' Pension Board for the City of Cocoa for a three-year term.

Sincerely,

Stephen Harrell

Additional Comments: _____

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

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

August 29, 2017

Mr. Stephen Harrell
3325 Erie St.
Cocoa, FL 32926

Re: Reappointment to the General Employees' Pension Board

Dear Mr. Harrell,

The City Council will consider your application for reappointment as the Council appointed member to the General Employees' Pension Board at the Regular City Council meeting being held on Tuesday, September 12, 2017.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	02/17 Appointed (fulfilled vacated seat of Walter Moore)	2017
Vincent Knowles (Elected by Employees)	City of Cocoa 65 Stone St. Cocoa, Florida 32922 2392 Mars Court Cocoa, FL 32926	Cell: 321-684-2488 lisapknowles@hotmail.com	09/16 re-elected 09/14 Elected to fulfill term of Timothy Gray	2019
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830	631-7185 (H) 501-4810 (C)	09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2018
Jeff Childers, Vice Chair/Secretary (Fifth member)	7207 Achilles Road Cocoa FL 32927-8082	Home 631-9512 fetchitman@yahoo.com	09/15 Ratified 09/12 Ratified 06/11 Ratified 09/10 Reelected 10/07 Elected	2018
Missie McCarthy, Chair (Retiree member - Appointed by City Council)	3461 Fox Wood Drive, Titusville FL 32780*2525	268-1902 (H) missiemccarthy@ymail.com	9/16 Reappointed 9/13 Reappointed 9/10 Reappointed 9/07 Appointed	2019
Counsel: Mr. Scott Christiansen	Christiansen & Dehner, 63 Sarasota Center blvd., Suite 107 Sarasota, Fl. 34240 941-377-2200	Phone 941-377-2200 Fax 941-377-4848		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

Legislation Details (With Text)

File #:	17-392	**Version:**	2	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	8/30/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Consider an application for appointment of Ms. Sharon Cahill-Ervin to fulfill a vacancy on the Planning and Zoning Board through November 2017. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ervin Application.pdf Sharon Ervin Consideration Letter.pdf Planning and Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2017
Agenda Date: September 26, 2017
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider an application for appointment of Ms. Sharon Cahill-Ervin to fulfill a vacancy on the Planning and Zoning Board through November 2017.

BACKGROUND:

The Planning and Zoning Board currently has one regular member vacancy and two alternate member vacancies. Ms. Betty Lee, who filled the seat previously, resigned on October 25, 2015.

On August 16, 2017 Ms. Sharon Cahill-Ervin submitted an application for Council's consideration to fill the regular member vacancy through November 2017. If appointed, Ms. Cahill-Ervin will need to reapply when the term expires in November. She meets all qualifications for serving.

If appointed, there will still be two alternate member vacancies.

A current Board roster is attached for review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa's boards and committees as vacancies and term expirations occur.

RECOMMENDED MOTION:

Appoint Sharon Cahill-Ervin as a regular member of the Planning and Zoning Board through November, 2017.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, August 16, 2017 11:31 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

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

(Please Print)	
First Name	Sharon (Sherry)
Last Name	Cahill-Ervin
Application Date	8/16/2017
Address1	335 Meridian Run Dr
City	Cocoa
State	FL
Zip	32926
Home Phone Number	321-636-0734
Work Phone Number	321-636-5885
Cell Phone Number	321-863-6916
Other Phone Number	*Field not completed.*
Place of Business	Self-employed residential real estate appraiser
Title/Position Held	Owner
Date of Birth*	11/22/1952
E-mail Address	srcahill2001@yahoo.com

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

(Section Break)

Various City Boards/Committees Available	Planning & Zoning Board

(Section Break)

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

(Section Break)

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

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I served on the Planning Commission in Rockledge, FL for approximately 8 years in the 1990's (under my previous name of Sherry Knox). I have been a state certified residential real estate appraiser in Florida since 1991, with a total of 45 years in the real estate business overall. I am very familiar with building plans and development in a number of areas, and feel that I would be a good asset to the Planning and Zoning Board for the city.

(Section Break)

State Reporting Requirements

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

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Sharon (Sherry) Cahill-Ervin
Date:	8/16/2017
Social Security Number	
Drivers License Number	

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

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COCOA
FLORIDA

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

August 30, 2017

Ms. Sharon Cahill-Ervin
335 Meridian Run Drive
Cocoa, FL 32926

Re: Appointment to the Planning & Zoning Board

Dear Ms. Ervin,

The City Council will consider your application for appointment as the Council appointed member to the Planning and Zoning Board at the Regular City Council meeting being held on Tuesday, September 12, 2017.

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

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

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**			**Expirations in November**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Troy Stephan-(non-resident)	100 Harrison St Cocoa, Florida 32922	(321)720-4529	9/2016 to fulfill unexpired term of Billy Meyers	2017
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2017
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2017
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
VACANCY- ~~Betty Lee~~	3645 Crossbow Drive Cocoa FL 32926 Betty.j.lee@nasa.gov	544-6080 (cell) 867-3677 (work)	RESIGNED 10/26/15 (NO LONGER ELIGIBLE) 11/14 appointed to regular member (*filled vacancy of David Pryor)* 8/12/14 appt. as alternate member	2017
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008
VACANCY -1st Alternate				

VACANCY- 2nd Alternate				
LIAISON	Councilwoman Blanco		Updated 01/17	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	17-378	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	8/21/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	insurance				
Code sections:					
Attachments:	Budget Resolution FY 2017.pdf BAF-AS-1600 Insurance (8-21-17)~ Agenda 17-378.pdf INVOICE FMIT#105 6-30-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 21, 2017
Agenda Date: September 26, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
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.

BACKGROUND:

This transfer is needed to cover third quarter deductible general liability invoice and projected fourth quarter invoice in the 1600 general fund under the City's FMIT policy. In the FY17 budget, we budgeted $90,000 for general/auto insurance liability deductibles in account 001-1600-513.49-00 Other Charges & Obligations and to date we have paid $86,145.78.

The City has a pending invoice in the amount of $29,744.16, of which most of this was to cover an incurred $25,000 deductible obligation under the General Liability FMIT policy. Additionally, the City is anticipating charges for the fourth quarter invoice and has estimated the total needed in this account for the remaining of the year to be an additional $46,000.

The Budget Adjustment Form is attached to this agenda item.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$46,000
Account Number	001-1600-513.49-00
Account Name	Other Charges & Oblig.
Source of Funds:	($46,000) Transfer Acct #:001-1600-513.23-00 Life/Health Insurance

PREVIOUS ACTION:

On September 14, 2016, City Council adopted the Fiscal Year 2017 budget.

RECOMMENDED MOTION:

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.

RESOLUTION NO. 2017-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of September, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1801 | DATE PREPARED: 08/21/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 46,000)	001-1600-513.23-00		Life/Health Insurance	$ 661,334	$ 661,334	$ 615,334	$ 314,394
$ 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
($ 46,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 46,000	001-1600-513.49-00		Other Charges & Oblig.	$ 92,900	$ 271,021	$ 317,021	$ 46,570
$ 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
$ 46,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is needed to cover 3rd quarter deductible general liability invoice and projected 4th quarter invoice under 1600 general fund. In the FY17 budget, we budgeted $90,000 for general/auto insurance liability deductibles in account 001-1600-513.49-00 OTHER CHARGES & OBLIG. To date, we have paid $86,145.78 and are expecting to pay an additional $46,000 out of this account. Also, the quarterly invoice could have other deductible charges under the auto liability policy. Agenda # 17-378

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 09/12/17 *RESOLUTION #:* 2017-92

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.

8/21/17	Tammy Gemmati (Digitally signed by Tammy Gemmati DN: cn=Tammy Gemmati, o, ou=Administrative Services Director, email=tgemmati@cocoafl.org, c=US Date: 2017.08.21 10:52:42 -04'00')	8/22/17	Lea Taylor (Digitally signed by Lea Taylor Date: 2017.08.22 08:17:38 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/21/17	Tammy Gemmati (Digitally signed by Tammy Gemmati DN: cn=Tammy Gemmati, o, ou=Administrative Services Director, email=tgemmati@cocoafl.org, c=US Date: 2017.08.21 10:53:06 -04'00')	8/22/17	Lora Howell (Digitally signed by Lora Howell Date: 2017.08.22 15:48:31 -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 #: _____

125 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

INVOICE

To: Deane Mills
City of Cocoa
FMIT# 0105
65 Stone Street
Cocoa, FL 32922

From: Valerie Morrison
Florida Municipal Insurance Trust
Liability Claims Department
P.O. Box 538135
Orlando, FL 32853-8135

Date: 7/28/2017

RE: Deductible Invoice

Below listed are amounts due on your Liability Deductible as of 6/30/2017

Past Due Amount		**$0.00**
Auto Liability Deductible - $25000	Fund Year 10/01/2016 - 10/01/2017	$1,744.16
General Liability Deductible - $25000	Fund Year 10/01/2011 - 10/01/2012	$3,000.00
	Fund Year 10/01/2015 - 10/01/2016	$25,000.00
Total Amount Due		**$29,744.16**

Payment Due by: **8/27/2017**

Please make check payable to:
Florida Municipal Insurance Trust
P.O. BOX 538135
Orlando, FL 32853-8135

Please issue a separate check from your Workers' Compensation Deductible

President **Susan Haynie**, Mayor, Boca Raton
First Vice President **Gil Ziffer**, Commissioner, Tallahassee • Second Vice President **Leo E. Longworth**, Commissioner, Bartow
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

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INVOICE

To: Deane Mills
City of Cocoa
FMIT# 0105
65 Stone Street
Cocoa, FL 32922

001-1600-513-4900

From: Valerie Morrison
Florida Municipal Insurance Trust
Liability Claims Department
P.O. Box 538135
Orlando, FL 32853-8135

Date: 7/27/2017

RE: Deductible Invoice

Below listed are amounts due on your WC Deductible as of 6/30/2017

Past Due Amount		**$0.00**
Auto Liability Deductible - $25000	Fund Year 10/01/2016 - 10/01/2017	$1,744.16
General Liability Deductible - $25000	Fund Year 10/01/2011 - 10/01/2012	$3,000.00
	Fund Year 10/01/2015 - 10/01/2016	$25,000.00
Total Amount Due		**$29,744.16**

Payment Due by: **8/26/2017**

Please make check payable to:
Florida Municipal Insurance Trust
P.O. BOX 538135
Orlando, FL 32853-8135

Please issue a separate check from your Workers' Compensation Deductible

President **Susan Haynie**, Mayor, Boca Raton
First Vice President **Gil Ziffer**, Commissioner, Tallahassee • Second Vice President **Leo E. Longworth**, Commissioner, Bartow
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

FLORIDA MUNICIPAL INSURANCE TRUST - AUTO LIABILITY
DEDUCTIBLE INVOICE DETAILS
10/01/2016 - 10/01/2017 as of 6/30/2017

FMIT #: 0105
City of Cocoa
Deductible Amount: $25,000

Total Stop Loss Amount: $75,000
Stop Loss Balance: $65,027

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Date	Amount Due
VA2017087666	INGENICE, LISA	IV REAR ENDED OV	5/13/2017	$519.80	$0.00	$0.00	$519.80
VA2017087720	Boyraz, Aydin	IV hit unoccupied vehicle.	5/21/2017	$1,224.36	$0.00	$0.00	$1,224.36
Totals				**$1,744.16**	**$0.00**	**$0.00**	**$1,744.16**

FLORIDA MUNICIPAL INSURANCE TRUST - GENERAL LIABILITY
DEDUCTIBLE INVOICE DETAILS
10/01/2011 - 10/01/2012 as of 6/30/2017

FMIT #: 0105
City of Cocoa
Deductible Amount: $25,000

Total Stop Loss Amount: $338,477
Stop Loss Balance: $279,207

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Date	Amount Due
GC2012075787	PARTON, KATHL..	SLIP AND FALL (SF)	7/24/2012	$3,000.00	$0.00	$0.00	$3,000.00
Totals				$3,000.00	$0.00	$0.00	$3,000.00

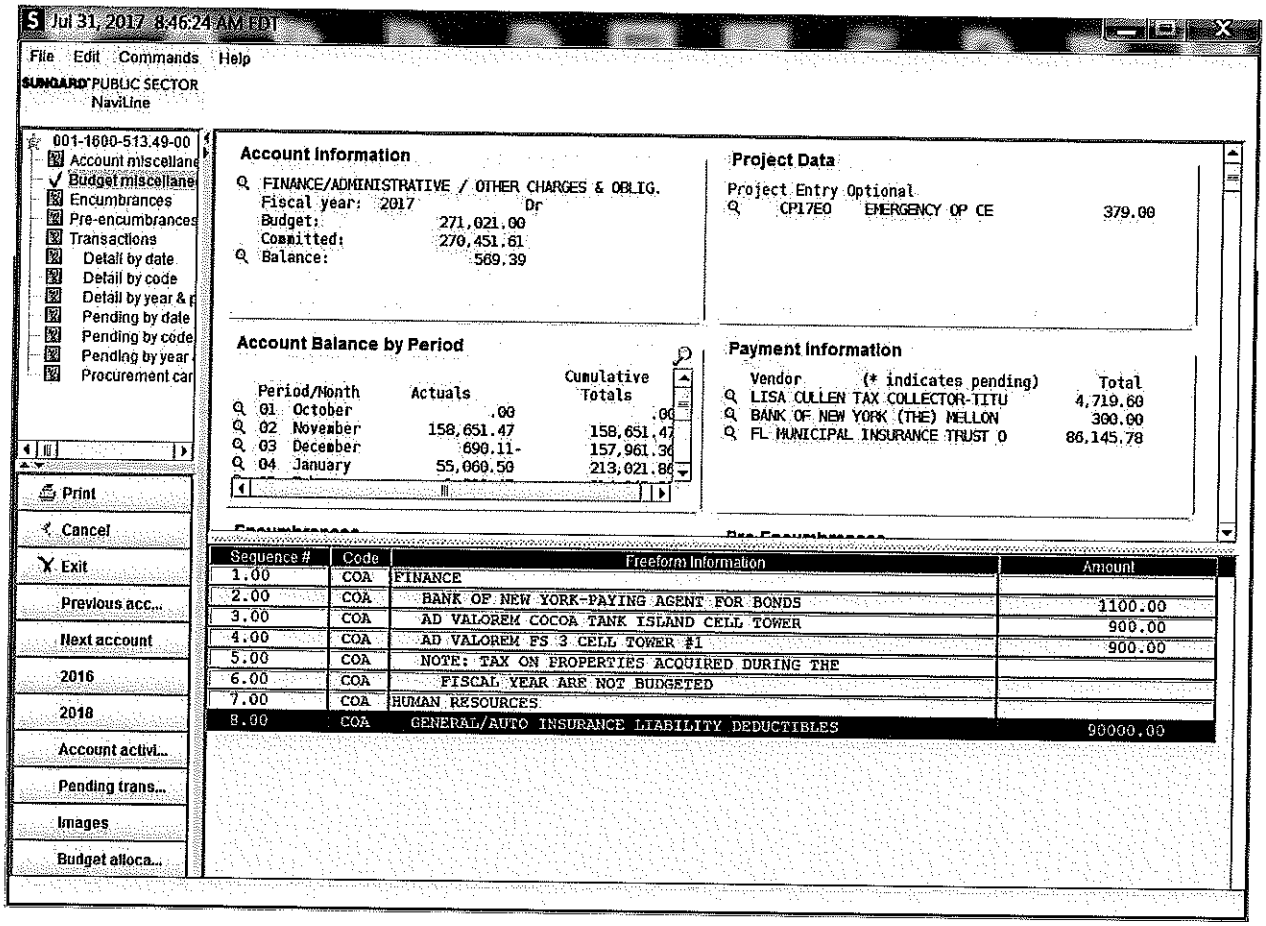
FLORIDA MUNICIPAL INSURANCE TRUST - GENERAL LIABILITY
DEDUCTIBLE INVOICE DETAILS
10/01/2015 - 10/01/2016 as of 6/30/2017

FMIT #: 0105
City of Cocoa
Deductible Amount: $25,000

Total Stop Loss Amount: $442,106
Stop Loss Balance: $416,880

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Date	Amount Due
GC2016084426	COX, BERNICE	CLAIMANT ALLEGEDLY T..	4/29/2016	$25,000.00	$0.00	$0.00	$25,000.00
Totals				**$25,000.00**	**$0.00**	**$0.00**	**$25,000.00**


Jul 31, 2017 8:46:24 AM EDT
File Edit Commands Help
SUNGARD PUBLIC SECTOR
NaviLine
001-1600-513.49-00
Account miscellane
Budget miscellane
Encumbrances
Pre-encumbrances
Transactions
Detail by date
Detail by code
Detail by year & p
Pending by date
Pending by code
Pending by year
Procurement car
Print
Cancel
Exit
Previous acc...
Next account
2016
2018
Account activi...
Pending trans...
Images
Budget alloca...
Account Information
FINANCE/ADMINISTRATIVE / OTHER CHARGES & OBLIG.
Fiscal year: 2017 Dr
Budget: 271,021.00
Committed: 270,451.61
Balance: 569.39
Project Data
Project Entry Optional
CP17EO EMERGENCY OP CE 379.00
Account Balance by Period
Period/Month Actuals Cumulative Totals
01 October .00 .00
02 November 158,651.47 158,651.47
03 December 690.11- 157,961.36
04 January 55,060.50 213,021.86
Payment Information
Vendor (* indicates pending) Total
LISA CULLEN TAX COLLECTOR-TITU 4,719.60
BANK OF NEW YORK (THE) MELLON 300.00
FL MUNICIPAL INSURANCE TRUST 0 86,145.78
Sequence # Code Freeform Information Amount
1.00 COA FINANCE
2.00 COA BANK OF NEW YORK-PAYING AGENT FOR BONDS 1100.00
3.00 COA AD VALOREM COCOA TANK ISLAND CELL TOWER 900.00
4.00 COA AD VALOREM FS 3 CELL TOWER #1 900.00
5.00 COA NOTE: TAX ON PROPERTIES ACQUIRED DURING THE
6.00 COA FISCAL YEAR ARE NOT BUDGETED
7.00 COA HUMAN RESOURCES
8.00 COA GENERAL/AUTO INSURANCE LIABILITY DEDUCTIBLES 90000.00

Legislation Details (With Text)

File #:	17-400	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	8/31/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Childrens Home Society MSA 2017.pdf City of Cocoa Funding Request Justification (3).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2017
Agenda Date: September 26, 2017
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich Jr., City Manager
Requested Action:
To 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.

BACKGROUND:

In October of 2008, the University of Central Florida and Children's Home Society of Florida agreed to explore ways to partner together to improve outcomes for children and families. By January of 2009 both committed to work together to bring a "community school" model developed in New York City to the Central Florida area. In the four and a half years since then, a community school model has been successfully implemented at Evans High School in Pine Hills (Orlando) taking the school grade from an F to a B, graduation rate from 67% to 85% and increased average SAT scores by over 20 points in writing, math and reading. As part of the 2014 and 2015 legislative appropriations, five planning grants have been awarded to communities to plan for and work toward full implementation of the community school model, ensuring the right partners and resources are engaged to succeed. Planning grants have been issued to Brevard, Escambia, Pasco, Hillsborough and Duval school districts and their partners. Of which Endeavour Elementary in Cocoa was selected for implementation of a community school and began service on January 8th 2016.

Community schools are educational institutions that combine the rigorous academics of a quality

school with a wide range of vital on-site services, supports and opportunities to promote students' learning and development. A key goal of a community school is to address the specific challenges and local needs to make the greatest impact. Endeavour Elementary is the second community school in the state and the first elementary school. Endeavour was selected about four years ago to pilot the elementary program based on its socioeconomic conditions. Because all Endeavour students are eligible for free or reduced-priced lunches and the school is in an area that suffers from a high crime rate, low educational attainment, high rates of poverty and unemployment it met both the need and intent of the program.

The first phase of implementation has been completed and the Community School offers health and dental services to the students through the use of mobile units supplied and staffed by Brevard Health Alliance. Nutrition and after-school programs started this past year and through the support of the proposed parent engagement and community outreach coordinator (PECOC) more parents and residents will be aware of the services offered. The PECOC will assist parents as well as local residents with accessing services within their neighborhood at the community school. The Parent and Community Resource Center (HUB) is meant to increase parent and community involvement while providing access to community resources in a space that is inviting and functional to offer education, empowerment and improvement to students and their families.

Municipal Services Agreement Coverage:

- $35,000.00 Parent Engagement and Community Outreach Coordinator (PECOC) for school year 2017-2018 only
- $3000.00 Buildout of the Parent and Community Resource Center (The HUB) one time construction related costs.

STRATEGIC PLAN CONNECTION:

The community school concept is designed to address the quality of life detractors identified within the environmental scan portion of the strategic plan. This program specifically addresses the identified strategic issues of crime, community development, economic development and civic engagement. Cocoa faces numerous social and economic challenges of which are specifically related to the programming provided by the community school program. It is anticipated upon implementation, the long term goals of the community as a whole will be realized through the community based partnerships formed by this concept.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$38,000.00
Account Number	001-1600-513.83-01
Account Name	Miscellaneous Grants/Donations

PREVIOUS ACTION:

In 2016 City Council passed a MOU with the Children's Home Society of Florida Inc. to provide support. During Fiscal Year 2016 Cocoa City Council also contributed $40,000 to the Brevard Schools Foundation for the purposes of funding a portion of the playground pavilion that supports in school and after school programming associated with the Community School.

RECOMMENDED MOTION:

To 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

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MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **CHILDREN'S HOME SOCIETY OF FLORIDA, INC.,** a Florida nonprofit corporation ("Service Provider").

RECITALS:

WHEREAS, the Service Provider is a not for profit Florida corporation, which is actively involved in assisting the Community School at Endeavor Elementary School within the jurisdictional limits of the City of Cocoa; and

WHEREAS, the current enrollment of students at Endeavor Elementary School is predominantly residents of Cocoa; and

WHEREAS, the Community School serves some of the most underserved and disadvantaged residents of Cocoa and is in a focus area of the City as related to the City's strategic plan; and

WHEREAS, the Community School strives to increase daily student attendance and graduation rates through expanded learning opportunities such as after school tutoring, mentoring, enrichment clubs, youth empowerment and youth development; and

WHEREAS, the Community School also offers comprehensive support services to students and their families such as health, physical behavioral, social/emotional support, fighting hunger, homelessness, poverty, adverse childhood experiences (abuse and neglect) and parent/child incarceration; and

WHEREAS, the Community School further offers core instructional programs to support the professional development of teachers; and

WHEREAS, based on experience**,** the Community School can foster safer communities and healthier life styles within the Cocoa community; and

WHEREAS, the Community School has expressed a need for a "parent engagement and community outreach coordinator" ("PECOC") at Endeavor Elementary School to assist with the buildout of the parent and community resource center ("Hub"); and

WHEREAS, the focus of the Hub is to increase parent and community involvement while providing access to community resources in a space that is inviting and functional and is intended to be a centralized and flexible meeting space offering education, empowerment and improvement to students and their families; and

WHEREAS, the City and Service Provider desire to cooperate in employing and funding the PECOC for the upcoming school year and for the betterment of the students and parents of Endeavor Elementary and the community; and

WHEREAS, the Service Provider is a not for profit community service organization operating and providing community services within the City of Cocoa; and

WHEREAS, the City Council believes the programs and services to be provided through Service Provider under this Agreement will service the residents of Cocoa and provide a safer and healthier community; and

WHEREAS, the parties agree that the funds provided herein are for the sole purpose of serving the paramount public purpose expressed in this Agreement; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the funds provided by the City to the Service Provider ultimately serve the paramount public purpose expressed in this Agreement; and

WHEREAS, the parties agree that the services provided by the Service Provider hereunder are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Cocoa.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

(a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein using the funds provided in paragraph 4.0.

(b) "City" is the City of Cocoa, Florida, a Florida Municipal Corporation.

(c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, whichever is later, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.

(d) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement.

(e) "Public-Record" is as described in Section 119.011(1), Florida Statutes.

(f) "Service Provider" is the Children's Home Society of Florida, a Florida non-profit corporation.

(g) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.

(h) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

3.0 **Engagement: Term of Agreement.** The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on the Effective Date and shall end on September 30, 2018.

4.0 **Payment of Funds.** The City agrees to pay the Service Provider a total allocation of funding of Thirty-Eight Thousand and 00/100 Dollars ($38,000.00) during the term of this Agreement. Payment shall be made in a lump sum payment within thirty (30) days of the Effective Date. Notwithstanding the City's commitment to the Service Provider hereunder, the source of such monies will lawfully be made from fund budgeted and appropriated for such purpose during the City's current fiscal year. Should the City fail to budget, appropriate or otherwise make available funds to fulfill its obligation under this Agreement, this Agreement shall be deemed terminated at the end of the then current term. The City agrees to provide the Service Provider with notice of non-appropriation at its earliest opportunity.

Unless otherwise specifically agreed in writing by the City, there shall be no other funds paid to the Service Provider for the performance of the work under this Agreement.

5.0 **Municipal Services.** In consideration of the Funds provided hereunder, the Service Provider agrees to perform the following municipal services;

5.1 Employ, manage and supervise a Parent Engagement and Community Outreach Coordinator ("PECOC") for the current school year at the Community School at Endeavor Elementary School. The job function of the PECOC will be under the control and supervision of the Service Provider, but will include bridging the gap between the parents of students at Endeavor Elementary School and the school. The PECOC will engage parents in ways school officials cannot and follow families that may be in transition to assist with needs and services such as health, physical behavioral, social/emotional support, fighting hunger, homelessness, poverty, adverse childhood experiences (abuse and neglect) and parent/child incarceration. The PECOC will also support parental groups (PTO, SAC, and parent university), facilitate parent and child interactive events; be a link between the school and parents to enhance and encourage the Community School partnership; and provide community linkage and referrals to the extent necessary. **($35,000 Allocation).**

5.2 Buildout the Parent and Community Resource Center ("Hub") at Endeavor Elementary School. The Hub is intended to be a centralized and flexible meeting space offering education, empowerment and improvement to students and their families. **($3,000.00 Allocation).**

6.0 **Professionalism and Standard of Care.** The Service Provider shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service provider. Other than providing the funding for the Municipal Services set forth in Section 5 of this Agreement, the City shall not be responsible for delivering said services. The Municipal Services provided hereunder shall be delivered by Service Provider at its reasonable discretion consistent with the public purposes identified hereunder by the City.

7.0 **Submittal of Progress Reports.** Upon request by the City, the Service Provider shall submit to the City a written progress report as to the status and success of all Municipal Services set forth in this Agreement. The report shall in a sufficient manner demonstrate Service Provider's performance under this Agreement. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed, or the manner in which it is being performed, the City may seek more detail from the Service Provider.

8.0 **Warranty of Professional Services.** The Service Provider (for itself and any of its employees, Service Providers, partners, and agents used to perform the Municipal Services) hereby warrants unto the City that all of its employees (and those of any of its Service Providers, partners, and agents used to perform the Municipal Services) have sufficient experience to properly complete the Municipal Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Municipal Services, the Service Provider shall supervise and direct the Municipal Services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the Municipal Services.

9.0 **Work is a Private Undertaking.** With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent Service Provider and not an agent of the City. The Service Provider, its Service Providers, partners, agents, and their employees are independent Service Providers and not employees of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent Service Provider, between the City, on one hand, and the Service Provider, its Service Providers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

10.0 **Compliance Monitoring.** Service Provider agrees that City control and monitoring of the Funds being provided hereunder is necessary to ensure that the Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

11.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or Service Provider; provided, to the extent allowed by law, that the foregoing shall not include records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s) which relate to Service Provider's business generally and do not specifically relate to the services provided to the City under this Agreement. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Service Provider shall continue to keep and maintain the

public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to grant direct access (i.e. password protected access) to its proprietary computer systems. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

12.0 **Audit and Inspections.** During the term of this Agreement and for up to two years following the expiration or termination of this Agreement, all the Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or the immediate return to the City the Funds provided by this Agreement.

13.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to ensure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

15.0 **Representation and Warranties.** Service Provider represents and warrants that it shall use all Funds received from the City under this Agreement for the sole purpose of performing the Municipal Services provided in paragraph 5.0 herein. In the event the Service Provider fails to expend such Funds for said purpose (Wrongfully Expended Funds), the Service Provider shall fully reimburse the City the Wrongfully Expended plus interest calculated at maximum rate allowable under Florida Law per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds, including, but not limited to, reasonable attorney's fees, filing fees and other costs.

16.0 **Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

17.0 **Choice of Law: Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this Agreement.

18.0 **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in

effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

19.0 **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

20.0 **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21.0 **Waiver.** Any waiver by City of any breach or violation of the Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

22.0 **Corporate Representations,** Service Provider makes the following representations to the City:

22.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

22.2 The undersigned signatory for the Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by the Service Provider has been duly authorized by the Board of Directors and/or the President of the Service Provider. In support of said representation, the Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

23.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

24.0 **City's Right of Inspection.** The City is hereby granted the right of entry onto the Service Provider's property used to perform the Municipal Services for purposes of determining the Service Provider's compliance with this Agreement. The Service Provider hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

25.0 **Notices.** Communications and details concerning this Agreement shall be directed to the following contact representatives:

ATTN: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8680

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

ATTN: _____
Children's Home Society of Florida, Inc.
_____
_____
_____
( ) _____-_____

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

26.0 **Time of Performance/Term.** Time is of the essence under this Agreement. Municipal Services provided by the Service Provider shall begin immediately upon execution of this Agreement. If the Service Provider has failed to expend all the Funds appropriated within the Term of this Agreement, the City, at its sole discretion, may require the Service Provider to immediately return to the City any and all Funds not properly expended or extend the term of this Agreement to allow the Service Provider additional time to properly expend the Funds pursuant to this Agreement.

Paragraphs 5.0, 11.0, 12.0, 15.0, 26.0, 28.0, and 33.0 shall survive the termination of this Agreement.

27.0 **Termination.** Either party may terminate this Agreement for convenience with at least three (3) days written notice to the other party. If this Agreement is terminated for convenience, the Funds provided under Paragraph 4.0 shall be considered earned up to the date of termination on a pro-rated basis. The Service Provider shall return the pro-rated remaining Funds to the City within seven (7) days of termination of this Agreement. In addition, the City may terminate this Agreement for cause if the Service Provider materially fails to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the Municipal Services while Funds have not been completely and properly expended or through the non-appropriation of funds. In such case, where the Agreement is to be terminated for cause (other than non-appropriation of funds), the City shall provide the Service Provider with at least thirty (30) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the thirty (30) days, termination shall be effective on the thirty-first (31st) day, without further action of the City. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in Paragraph 4.0 herein. In addition, the City may declare the Service Provider ineligible for any further participation in any future Funds

which are provided by the City for Municipal Services or other similar funds or grants provided by the City.

28.0 **Indemnification and Hold Harmless.** For all Municipal Services And Work performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, international or otherwise, arising out of or resulting from the Service Provider's and its employees, partners, Service Providers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) the Service Provider's, and its employees, partners, Service Providers, and agents failure to comply with the provisions of any federal, state or local laws, ordinance, or regulations applicable to the Service Provider's and its employees, partners, Service Providers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by the Service Provider and its employees, partners, Service Providers, and agents in obtaining the Funds provided under this Agreement; (d) the Service Provider's and its employees, partners, Service Providers, and agents failure to properly expend the Funds pursuant to this Agreement

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, 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 which may result from the Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Providers, its employees, Service Providers, partners, and agents or anyone directly or indirectly employed by the Service Provider. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

29.0 **Assignment.** This Agreement shall not be assigned by the Service Provider.

30.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the Service Provider has filed or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit or creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of Funds not expended by the Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

31.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional funds for Municipal Services in the future, other than as specifically provided herein.

32.0 **Insurance Requirements.** During the Term of this Agreement, the Service Provider shall maintain, at its own expense, the following insurance coverage:

32.1 *Worker's compensation insurance* in accordance with the applicable provisions of Florida law.

32.2 *Professional liability insurance* for all corporate officers and directors of the Service Provider with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.3 *Commercial general liability insurance* with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate.

32.4 *Automobile liability insurance* in an amount not less than $250,000 for injuries to any one (1) person, $250,000 on account of any one (1) accident, and in an amount of not less than $250,000 for property damage.

Service Provider shall provide a copy of all insurance certificates to the City prior to receiving the payment of Funds from the City. Should the Service Provider fail to provide the insurance certificates or fails to obtain coverage in the aforementioned amounts, the City shall have the right to suspend the payment of the Funds until such time as the Service Provider complies with the requirements of this Paragraph 32.0 or terminate this Agreement if the Service Provider unreasonable delays compliance.

33.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, *Florida Statutes*, or other limitations imposed on the City's potential liability under State or Federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000). This paragraph shall survive termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS:	**CHILDREN'S HOME SOCIETY OF FLORIDA, INC.**
_____	**_____**
Print Name: _____	**By: _____**
	Date: _____
ATTEST:	**CITY OF COCOA:**
_____	**_____**
Carie Shealy, City Clerk, MMC	**By: Henry U. Parrish, III, Mayor**
	Date: _____

Priority Level I: Parent and Community Resource Center aka The HUB



Supports and services for parents and community members are a critical piece of the community school model. We recognize that parents are one of the greatest influences on a child's educational and academic success. When they feel welcomed and comfortable to engage with the school, their students are more likely to achieve and sustain academic success. One of the main focuses of the HUB is to increase parent and community involvement while providing access to community resources in a space that is inviting and functional. The HUB is intended to be a centralized and flexible meeting space offering education, empowerment and improvement.

Fund Request for the HUB supplies:

The Parent Resource Center/HUB houses the Parent and Community Outreach Coordinator who assists parents, and eventually community members, with DCF ACCESS, community resources and referral. In order to attract parents to the HUB, it needs to be a comfortable, safe and flexible space. As the HUB also houses all the Community School operations staff, we need to be able to conduct business and hold small meeting/conferences. We are in need of redecorating with casual seating, storage, a mini refrigerator, office equipment and workshop supplies for Parent University sessions.

Description	**Cost**	**Justification**
Supplies	$600	Yearly estimated general office supplies parent curriculum & materials.
Computer	$1000	For parents to access internet for jobs and services
Mini- refrigerator	$150	Store snacks and water for parents when they visit.
Food for workshops	$500	Provide snacks and coffee as an incentive to engage parents while they conduct business or attend classes in the HUB. Estimated $50/month for 10 months
Furniture	$2000	Provide a functional and comfortable environment for parents to feel supported; hold community meetings and Parent University classes.
Total:	**$4250**	

Priority Level I Community School Coordinator: After-school (ASC) and Parent Engagement and Community Outreach (PECOC)



As part of the Community School operations team, the Parent Engagement and Community Outreach Coordinator and After-School Coordinator are essential core staff. Each brings a unique and much needed support to the community school strategy.

The lack of parent engagement is seen as a significant contributor to failing students and schools. Schools need parents to motivate their students and assist them with their learning during non-school hours. Many parents lack skills, education and esteem to work with the school and having a **Parent Engagement and Community Outreach (PECOC)** helps to bridge the gap between the parent and the school. The PECOC is able to visit families in their home to assess needs and assist with interventions; support both the parent and school when conflict frustrates the partnership; engage parents in ways school officials cannot and follow families that may be in transition to assist with needs and services. Additionally, the PECOC supports parental groups (PTO, SAC, and Parent University), facilitates parent and child interactive events; is the link between the school and parents to enhance and encourage the partnership; and provides community linkage and referral.

After-school programs that offer technology, math, science, as well as reading, writing and art have been shown to improve academic achievement, as well as relieve the stresses on working families. A report by the U.S. DOE and DOJ indicates that students engaged in after-school programs have fewer behavioral problems, have more self-confidence to overcome the inequities, and are better able to handle conflicts than students who are not involved with these programs. **The After-School Coordinator (ASC)** is an essential staff to ensure that academic and social supports are available to students who need them during non-school hours. The ASC coordinates the development and implementation of academic, cultural and recreational programming for the after-school program, ensuring curricula compliments Endeavour's curricula. Additionally, the ASC coordinates volunteers and will support struggling students during the school day by providing one-on-one attention.

Both coordinator positions are key and essential to the program. They are categorized the same class of positions. The funding request is for the position of "Coordinator".

Description	Cost	Justification
Position Salary	$35,000	12 month salary
Fringe Benefits	$9,027	Calculated at 25.79% of base salary plus partial health insurance costs.
Supplies	$1,420	Estimated general office supplies of $35/month and $1,000 annually for equipment and materials.
Laptop/Printer/Furnishings	$2,000	Estimated one-time expense.
Cell phone + data	$300	Smartphone for email and tethering at $25/mo.
Travel and Mileage	$600	Estimated annual cost for 1,500 miles reimbursed at 40 cents a mile
Other	$6,136	Cost for pre-employment screening, liability insurance and indirect
Total:	**$54,483**	

Legislation Details (With Text)

File #:	17-415	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	9/12/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Irma. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2017-88 Hurricane Irma Building Permit Fees.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2017
Agenda Date: September 26, 2017
Prepared By: Karen D. Hamilton, Community Services Director
Through: Karen D. Hamilton. Community Services Director
Requested Action:
Approve a Resolution providing for a temporary waiver of building permit fees related to building or structural damage caused by Hurricane Irma.

BACKGROUND:

Economic resilience is the ability for a community to recovery from major disruptions to regular activities. The fiscal impact of hurricanes can be decreased if the costs to rebuild and resume services are mitigated. Staff requests a six (6) month temporary waiver of building permit **fees** to expedite repairs and provide financial relief to residents and businesses affected by Hurricane Irma. City Council shall have the option to extend this Resolution for an additional sixty (60) days if authorized prior to the expiration of this Resolution.

Waiver applicants are required to apply for eligible permits, as identified in the resolution. For purposes of granting the building permit fee waiver, the building official, or his or her designee, shall be responsible for verifying that the repairs being permitted are directly related to damage caused by Hurricane Irma.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Expected revenues from permit fees will be reduced. N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

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

RESOLUTION NO. 2017-88

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

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

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

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council of the City of Cocoa hereby provides that building permit fees are hereby waived for any building permit application filed with the City related to repairing building or structural damage caused by Hurricane Irma. All such applications must be filed with the City's Building Department on or after September 11, 2017, but no later than six (6) months after the effective date of this Resolution. The City Council shall have the option to extend this Resolution for an additional sixty (60) days if authorized prior to the expiration of this Resolution. For purposes of granting the building permit fee waiver, the building official or his or her designee shall be responsible for verifying that the repairs being permitted are directly related to damage caused by Hurricane Irma.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in an regular meeting assembled this 26th day of September, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	17-416	**Version:** 1	**Name:**	Civil Rights History and Preservation Grant Request
Type:	Resolution		**Status:**	City Business
File created:	9/13/2017		**In control:**	City Council
On agenda:	9/26/2017		**Final action:**	

Title: 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. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: Civil Rights History Internal Application
Civil Rights Preservation Grant Internal Application
CIvil Rights History Grant Package
Civil Rights Preservation Grant Package

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 13, 2017
Agenda Date: September 26, 2017
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
To provide 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.

BACKGROUND:

The National Park Service has announced a grant opportunity that the City is eligible to apply for

related to historic preservation and historic education research and documentation. 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. The grant application is due September 29, 2017

The Harry T. Moore Center is the site of the first black school in Cocoa and the only original black high school now standing in Brevard County. Cocoa Junior High School was built in 1924 and when classes moved to the new facility in 1954, the old schoolhouse was named the Harry T. Moore Center, in honor of the civil rights activist from Mims. The City of Cocoa acquired the building in February 2014 and is in the process of renovating the facility for use.

The City renamed the facility after Leon and Jewel Collins and dedicated the facility in their name on September 6, 2017. This dedication occurred after extensive work was done on the exterior and interior of the facility to preserve the sub floor, install more historic-like wood flooring, renovate the interior, add historic lighting, install new HVAC and plumbing. The State of Florida Historic Preservation Grant did not have enough funds available to complete the project. The last phase of the project would be to replace the existing windows and doors to features that better represent the schoolhouse design.

Additionally, it is the goal of the City to formally apply to place the building on the National Registry of Historic Sites and to do research and provide documentation and education materials to begin the process of converting the building into a cultural center.

Each grant application will request $200,000 for a total of $400,000. The grants do not require a match from the City if awarded.

Staff requests Council approval to apply for each of these grants. If awarded, Staff will return to Council in FY2018 to amend the budget to add the funding for the project. At this time, there is no budgetary impact in FY2017 or future fiscal years unless awarded.

STRATEGIC PLAN CONNECTION:

This grant will enhance community development in the Diamond Square Community and help raise awareness of the impact and history of African American Culture in Cocoa.

BUDGETARY IMPACT:

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

Staff will return to Council in FY2018 to amend the budget if awarded.

Amount Requested $400,000

powered by Legistar™

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To provide 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.

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Public Works	**DIVISION: Capital Projects**
POINT OF CONTACT: Charlene Neuterman	**PROJECT MANAGER: Charlene Neuterman**
NAME OF GRANT: African American Civil Rights History Grants	
CFDA#/CFSA#: 15.904	**DATE DEPT. RECEIVED RFP: 8-15-17**
AMOUNT REQUESTED: $200,000	**GRANT DUE DATE: 9-29-17**
PROJECT DESCRIPTION: The National Park Service FY2017 African American Civil Rights Grant Program will fund projects that document, interpret and preserve sites related to the African American struggle to gain equal rights as citizens in the 20th Century. They will fund planning and research projects that include: survey, inventory, documentation, interpretation and education. This grant will also request funds to complete the documentation necessary to place the building on the National Registry for Historic Sites.	
COUNCIL REQUIRED: ☒ YES ☐ NO	**TARGET DATE TO COUNCIL: ~~9-12-17~~ 9/26/17**
MATCH REQUIRED: ☐ YES ☒ NO **(IF YES, HOW MUCH?:)**	**MATCH BUDGETED: ☐ YES ☐ NO** **N/A**
REIMBURSEMENT GRANT: ☒ YES ☐ NO	**SCHEDULE FOR REIMBURSEMENT: AS REQUESTED**
Expense Account Number(s) to be used: To be determined	
WHAT ARE THE REPORTING REQUIREMENTS? Reports will be submitted as required by the grant award.	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: ☒ YES ☐ NO	
EXPLAIN: Public Works has the data necessary to complete the narrative.	

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

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — 9-7-2017 — Date

Grants Administrator — 9/7/17 — Date

Finance ~~Manager~~ Director — 9.7.17 — Date

City Manager — 9/13/17 — Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Public Works	**DIVISION: Capital Projects**
POINT OF CONTACT: Charlene Neuterman	**PROJECT MANAGER: Charlene Neuterman**
NAME OF GRANT: African American Civil Rights Preservation Grants	
CFDA#/CFSA#: 15.904	**DATE DEPT. RECEIVED RFP: 8-15-17**
AMOUNT REQUESTED: $200,000	**GRANT DUE DATE: 9-29-17**
PROJECT DESCRIPTION: The National Park Service FY2017 African American Civil Rights Grant Program will fund projects that preserve sites related to the African American struggle to gain equal rights as citizens in the 20th Century. They will fund a broad range of projects for historic sites including: architectural services and physical preservation to structures. This grant would be applied for to fund the replacement of non-historic windows and doors for the building to make it a complete restoration effort. Based on the number of windows and doors, the cost will be around $200,000 to complete.	
COUNCIL REQUIRED: ☒ YES ☐ NO	**TARGET DATE TO COUNCIL: ~~9-12-17~~ 9/26/17**
MATCH REQUIRED: ☐ YES ☒ NO **(IF YES, HOW MUCH?:)**	**MATCH BUDGETED: ☐ YES ☐ NO** **N/A**
REIMBURSEMENT GRANT: ☒ YES ☐ NO	**SCHEDULE FOR REIMBURSEMENT: AS REQUESTED**
Expense Account Number(s) to be used: To be determined	
WHAT ARE THE REPORTING REQUIREMENTS? Reports will be submitted as required by the grant award.	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: ☒ YES ☐ NO	
EXPLAIN: Public Works has the data on the windows from previous projects to complete the narrative.	

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

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 9-7-2017

Grants Administrator — Date: 9/7/17

Finance ~~Manager~~ Director — Date: 9.7.17

City Manager — Date: 9/13/17

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

U.S. Department of the Interior
National Park Service

Financial Assistance
Notice of Funding Opportunity (NOFO)

Program Title	African American Civil Rights (AACR) History Grants
Notice of Funding Opportunity Number:	P17AS00577
Announcement Type:	Initial
CFDA Number:	15.904

Issue Date:	08/01/2017		
Application Due Date:	09/29/2017	Time AM/PM Zone	11:59 PM PT

Agency Contact Information		Questions and Requests	
Name	Megan Brown	Name	Lyndsey Alston
Address	State, Tribal, Local Plans & Grants Division National Park Service 1849 C Street, NW Washington, DC 20240	Address (as applicable)	State, Tribal, Local Plans & Grants Division National Park Service 1849 C Street, NW Washington, DC 20240
Phone	202-354-2020	Phone	202-354-2020
Email	preservation_grants_info@nps.gov	Email	preservation_grants_info@nps.gov

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Section A: Program Description

Federal Agency Name: Department of the Interior, National Park Service

Funding Opportunity Title: FY2017 African American Civil Rights (AACR) History Grants

Funding Opportunity Number: P17AS00577

Catalog Of Federal Domestic Assistance (CFDA) Number: 15.904

Legislative Authority: Public Law No. 115-31; 54 U.S. Code § 303101

Federal Regulations: 2 C.F.R. § 200, 2 C.F.R. § 1402

Program Background Information and Objectives:
The National Park Service's (NPS) FY 2017 African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, Civil Rights in America, A Framework for Identifying Significant Sites will serve as the reference document in determining the appropriateness of proposed projects and properties. AACR Grants are funded by the Historic Preservation Fund (HPF), administered by the NPS, and will fund a broad range of planning and research projects for historic sites including: survey, inventory, documentation, interpretation, and education. If you are interested in applying for a preservation project, please see opportunity number P17AS00578. Grants are awarded through a competitive process and do not require non-Federal match. There are separate funding announcements for physical preservation projects and for historical research/documentation projects. Funding announcement P17AS00577 is for historical research/documentation projects only; P17AS00578 is for physical preservation of historic sites.

Section B: Federal Award Information

Anticipated Federal Funding: ($4,210,000)

Non-Federal Entity Cost Share:
Non-Federal cost share is not required for this agreement but will be considered as a competitive factor.

Estimated Number of Agreements to be Awarded: 50
Each activity or project under this agreement will be treated individually, with more detail through project statements, project plans and budgets developed cooperatively between the NPS and the non-Federal entity.

Estimated Amount of Funding Available Per Award:
An estimated range of $15,000 to $50,000 of funding is anticipated for each award.
The amount of funding available per award for this NOFO will be determined as part of the application review process based on applications received and funding made available through appropriations.

Anticipated Start Date:
Projects receiving funding through this NOFO will start once funding has been secured and awards have been made. Do not anticipate a start date sooner than February 2018.

Anticipated Term of the Agreement:
Agreement terms for funded projects are estimated to range between two to three years, depending on the negotiated project statement of work. Agreements are not effective until fully executed with signature from the NPS Financial Assistance Awarding Officer.

Grant Agreement - A legal instrument of financial assistance between The National Park Service and a non-Federal entity that, consistent with 31 U.S.C. § 6302, 6304:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Substantial Involvement:
No substantial involvement on the part of the National Park Service is anticipated.

Other Information:
Applications for renewal or supplementation of existing projects are not eligible to compete with applications for new Federal awards.

Section C: Eligibility Information

Application Due Date: September 29, 2017, 11:59PM PT
An applicant's failure to meet an eligibility criterion by the time of the application deadline will result in the application being excluded from consideration. This includes but is not limited to late and incomplete application packages.

1. Eligible Applicants

In accordance with the National Historic Preservation Act as amended, 54 USC §300101, this funding opportunity is limited to States, Territories, Federally-recognized Tribes, Alaska Natives, and Native Hawaiian Organizations, as defined by 54 USC § 300300, local governments including Certified Local Governments, and non-profit organizations. Note that Historically Black College and Universities (HBCUs) that do not have state or non-profit status should apply in partnership with eligible recipients. African American Civil Rights grants from the HPF will NOT be awarded to NPS assets.

2. Cost Sharing or Matching

Non-Federal cost sharing is not required to be eligible for an award under this NOFO but will be considered as a competitive factor.

Section D: Application and Submission Information

1. Application Package

The Application Package contains several mandatory forms, which must be submitted with your proposal, forms include:

1. SF-424 (Application for Financial Assistance)
2. SF-424A (Budget Information for Non-Construction Programs)
3. SF-424B (Assurance for Non-Construction Programs)
4. Attachments Form
    a. Project Description Worksheet
    b. Budget Justification Worksheet
    c. Project Images Worksheet
    d. Indirect Cost Rate Agreement or De Minimis Indirect Cost Rate Certification, if applicable
    e. Public-Private Partnership Agreement, if applicable
    f. Property Owner's Permission, if applicable
    g. Proof of Non-Profit Status, if applicable

2. Contents and Form of Application Submission

You must complete the mandatory forms and any applicable optional forms, in accordance with the instructions below, as required by this NOFO. Do not include any proprietary or personally identifiable information. A complete application should include:

- Standard Form 424 (SF 424) - Application for Federal Assistance
    - Complete this form as much as possible with all applicable information. Please note: You must provide your ZIP Code + 4. Your DUNS Number must exactly match your SAM.gov registration.

- Standard Form 424A - Budget Information
    - The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement). Cost categories can include, but are not limited to, those costs items included on the SF424A and SF424C.

- Standard Form 424B - Assurances
    - This form must be signed and submitted with your application.

- Attachments Form
    - Project Description Worksheet
        - Project descriptions must address each of the evaluation criteria and applications will be reviewed against this rubric as part of the merit

evaluation process. NPS will evaluate and consider only those applications that separately address each of the four criteria listed in Section E.

- Budget Justification Worksheet
  - All costs listed in the SF-424A/C must correspond to the activities in the Project Description and must be outlined in the Budget Justification Worksheet. However, do not include your cost breakdown as part of the narrative Project Description.

- Project Images Worksheet
  - Photographs of the community and the historic site, museum property, downtown, or significant resources involved in the project. Photos should show current conditions and immediate threat. Digital color, black and white, and historic photos are accepted.

- Indirect Cost Rate Agreement, if applicable
  - If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal. If selecting use of 10% de minimus rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be submitted. Proposals that fail to document their indirect costs will have those costs disallowed. Indirect and direct administrative costs may not exceed 25% of the total project budget as defined in 54 USC 301 et seq.

- Public-Private Partnership Agreement, if applicable
  - Letters should demonstrate a commitment of resources to the project, either through cash funding, in-kind support, public participation or continued involvement during and after the project is complete. Only letters from partners directly involved in the project will be considered. Letters of support from partners must be included as part of the grant application package and will not be considered if sent separately. They should be addressed to Chief, State, Tribal, Local, Plans and Grants Division, NPS.

- Property Owner's Permission, if applicable
  - To nominate or document a property, the owner must include written permission if different from the applicant.

- Proof of Non-Profit Status, if applicable

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

(a) Other budget information
(b) Financial capability
(c) Evaluation of risk

(d) Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17)

3. Unique entity identifier and System for Award Management (SAM)

Each applicant (unless exempt under 2 CFR §25.110) is required to:

(a) Be registered in SAM;

(b) Provide a valid unique entity identifier in its application (currently a DUNS number);

(c) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Registration processes for SAM can be found at https://www.sam.gov

A financial assistance agreement will not be made with a non-Federal entity until the non-Federal entity has complied with all applicable unique entity identifier and SAM requirements. If a non-Federal entity has not fully complied with the requirements by the time that an agreement is ready for award, a determination may be made that the applicant is not qualified to receive a Federal award. That determination may be used as a basis for making a Federal award to another applicant.

In addition, in order to submit an application through Grants.gov an applicant must have an active SAM registration and register for submission permissions through the Grants.gov website. Utilize the following link to guide you through this process:
http://www.grants.gov/web/grants/applicants/organization-registration.html

4. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service. Applications must be received by September 29, 2017 at 11:59PM PT. Applicants are encouraged to submit the application well before the deadline.

Application preparation time may take several weeks, so please start the application process as soon as possible. Applications received after the deadline will not be reviewed or considered for award. If it is determined that a proposal was not considered due to lateness, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 "Intergovernmental Review of Federal Programs." Applicants subject to EO 12372 must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process. The names and addresses of the SPOC's are listed in the OMB's home page at:
http://www.whitehouse.gov/omb/grants_spoc/

6. Funding Restrictions

Costs incurred by the applicant prior to the start date of the period of performance of a signed Federal award are only allowable with written approval by a Financial Assistance Awarding Officer.

7. Other Submission Requirements

Applications must be submitted through Grants.gov to the National Park Service by September 29, 2017 at 11:59 PT. Applications submitted by other means or not received by the deadline will not be considered.

In the event the applicant experiences technical difficulties with submitting their application, please contact: preservation_grants_info@nps.gov or 202-354-2020. Issues with Grants.gov should be resolved by calling 1-800-518-4726 or visiting their online help desk. Document any trouble with submissions carefully.

START THIS PROCESS EARLY DON'T DELAY!

Section E: Application Review Information

1. Criteria

NPS will evaluate and consider only those applications that separately address each of the merit review criteria. Each applicant is required to provide a detailed project description, in accordance with section D.2., of the following criteria elements.

Criterion 1	
	Weight 25%
Significance	Describe the historic resource(s) in the proposed project that played a role in the African American Civil Rights movement in the 20th Century. Describe the community and the historic resources affected by this project including its significance, whether listed in the National Register of Historic Places and/or designated at the state, tribal, or local level, and the story that its continued preservation tells. Integrity of the resource should also be discussed. Discuss how your project will help identify places seminal to the story of African American Civil Rights. (25 points)

Criterion 2	
	Weight 25%
Need/Urgency/Threat	Describe the need, urgency, and threat the project addresses and how the activities are necessary to achieve the project objectives. (25 points)

Criterion 3	
	Weight 25%
Feasibility	List and describe all tasks and their results. Discuss your timeline (located below) and budget justification (separate document) to show that costs are necessary, reasonable, and allowable. Demonstrate how you will successfully complete the project within the given timeframe (2-3 years) and with the given resources while meeting all federal requirement and guidelines. Briefly describe who will be involved in carrying out the project and their qualifications, attach resumes/CVs as applicable. Financial management: Please answer the questions below. Documentation is not required with your application but may be requested post award. A. Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302? B. If no, what mitigation measures are you proposing or do you already have in place C. Do you have a single audit and when was it submitted to the Audit Clearinghouse? D. If no, do you have another type of audit or annual financial statement? (25 points)

Criterion 4	
	Weight 25%
Sustainability	Describe the impacts of the project after completion, including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete. (25 points)

2. Review and Selection Process

NPS personnel, and in some cases independent federal reviewers, will review all proposals. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

a. Initial Review

Prior to conducting the comprehensive merit review, an initial review will be performed to determine whether: (1) the applicant is eligible for an award; (2) the information required by the NOFO has been submitted; (3) all mandatory requirements of the NOFO are satisfied; and (4) the proposed project is responsive to the program objectives of the NOFO (program determination). If an applicant fails to meet the requirements or objectives of the NOFO, or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Comprehensive Merit Review

All applications that satisfactorily pass the initial review will be eligible for the Comprehensive Merit Review. Each criteria element will be scored on a 0-25 point scale:

Description				
Criteria 1	Criteria 2	Criteria 3	Criteria 4	
25	25	25	25	Superior
20	20	20	20	Good
14	14	14	14	Satisfactory
10	10	10	10	Marginal
6	6	6	6	Poor
0	0	0	0	Not Acceptable

The scoring of each criterion must be based on the strengths and weaknesses of the application narrative. To assist in assigning an appropriate score, the following will be used as a guideline:

Rating	Descriptive Statement
Superior	Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses.
Good	Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.
Satisfactory	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.
Marginal	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses.
Poor	The likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.
Not Acceptable	Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements.

c. Selection

The Selection Official may consider the merit review recommendation, program policy factors, and the amount of funds available to select applications for funding. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

d. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

3. Evaluation of Applicant Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards. Negative information that leads to an applicant being designated as "Medium Risk" or "High Risk" may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award.

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS will notify the applicants selected for award around end of calendar year 2017. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A grant agreement signed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

2. Administrative and National Policy Requirements

a. Code of Federal Regulations (CFR)

By accepting Federal financial assistance, the non-Federal entity agrees to abide by the applicable Federal regulations in the expenditure of Federal funds and performance under this program: 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards

b. Standard Award Terms and Conditions

Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by the Financial Assistance Awarding Officer. All financial assistance awards are subject to the terms and conditions incorporated either directly or by reference in the award document. Code of Federal Regulations/Regulatory Requirements, as applicable, are listed

within Appendix B of this announcement (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of any terms and conditions).

- 2 C.F.R. Part 175 - Trafficking Victims Protection Act of 2000
- 2 C.F.R. Parts 182 & 1401 - Government-wide Requirements for a Drug-Free Workplace
- 2 C.F.R. Parts 180 & 1400 - Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR. 18 - Restrictions on Lobbying

c. Order of Precedence
Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 C.F.R. Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the non-Federal Entity's project proposal.

d. Modifications
The agreement may be modified by written agreement signed by both the non-Federal entity's Authorized Representative and the Financial Assistance Awarding Officer. Administrative changes (i.e. Financial Assistance Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc., or otherwise affect the non-Federal entity may be signed unilaterally by the Financial Assistance Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non- compliance, suspension or termination of the agreement in accordance with 2 CFR 200, Section 200.338 - 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Financial Assistance Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

e. Payments
All applicants must be registered in the System for Awards Management (SAM) prior to award under this NOFO. Instructions for registering for SAM are located at http://www.sam.gov/portal/public/SAM. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with, and willing to process all payments through, the Department of the Treasury Automated Standard Application for Payments (ASAP) system. All non-Federal entities with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a non-Federal has multiple DUNS numbers they must separately enroll within ASAP for each unique DUNS Number

and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

f. Funding Restrictions
All funding is contingent upon the availability and appropriation of funds by the United States Congress.

g. Cost Principles:
Costs must be allowable in accordance with the applicable Federal cost principles referenced in 2 CFR Part 200, Subpart E Cost Principles.

h. Pre-award Costs:
Pre-award costs are not allowable.

3. Reporting

a. Financial Status Reports:
A report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the non-Federal entity. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF425. At a minimum, financial reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final FFR shall be submitted no more than 90 calendar days after the end date of the agreement.

The FFR can be downloaded at:
http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf

The NPS Financial Assistance Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Financial Assistance Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's accounting system. The non-Federal entity's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal Government. Filing a false claim may result in the imposition of civil or criminal penalties.

b. Performance Reports:
A report of performance is required as documentation of performance towards the accomplishments of the Federal award and detailing project activity and participant profile information. At a minimum, performance reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial

Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final performance report shall be submitted no more than 90 calendar days after the end date of the agreement.

In accordance with 2 C.F.R. 200 § 200.328, the performance reports shall contain brief information on:

(1) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement;
(2) The reasons why established goals were not met, if appropriate; and
(3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Before submitting the performance report to the NPS Financial Assistance Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's Federal financial report. Filing false information may result in the imposition of civil or criminal penalties.

c. Non-Compliance:
Failure to comply with the reporting requirements contained in an agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards. The specific information regarding type, frequency and means of submission of post-Federal award reporting requirements will be contained in the award document.

4. Reporting Matters Related to Recipient Integrity and Performance:
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with Appendix XII to 2 C.F.R. 200.

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Name:	Megan Brown, Chief, State, Tribal, Local, Plans & Grants Division
Address:	National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone:	202-354-2020
E-mail:	preservation_grants_info@nps.gov

Questions and Requests pertaining to this Notice of Funding Opportunity shall be submitted to:

Name:	Lyndsey Alston
Address:	National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone:	202-354-2020
E-mail:	preservation_grants_info@nps.gov

Section H: Other Information:

1. Program Information

The National Park Service's (NPS) FY2017 African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century.

AACR Grant awards are funded by the Historic Preservation Fund (HPF), and administered by the NPS. This competitive grant program provides grants to states, tribes, local governments (including Certified Local Governments), and nonprofits. Non-federal matching share is not required, but preference will be given to applications that show community commitment through non-federal match and partnership collaboration. Grants will fund a broad range of planning and research projects for historic sites including: survey, inventory, documentation, interpretation, and education.

General program information is available at the State, Tribal, Local, Plans & Grants Division website at www.nps.gov/stlpg

2. Proprietary and Personally Identifiable Information

a. Notice of Potential Disclosure under Freedom of Information Act
Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award. Applicants must identify any proprietary information within their applications.

b. Personally Identifiable Information
In responding to this NOFO, applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

> Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII:
PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII:
PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

3. Routine Notices to Applicants

a. Modification or Changes to the Notice of Funding Opportunity

Notices of any modifications to this NOFO will be posted on Grants.gov. You can receive an email when a modification or an announcement message is posted. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

b. Government Right to Reject or Negotiate

NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

c. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

d. Notice of Right to Conduct a Review of Financial Capability

NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

Appendix A –Forms Instructions

Many of the application forms are included as interactive forms on the Grants.gov application website. Your Indirect Cost Rate Agreement and SF-LLL needs to be uploaded through the "Attachments Form" which can be found in the Application Package. The Project Description Worksheet, Budget Justification Worksheet, National Register Eligibility Worksheet, and Project Images Worksheet must be downloaded from the Related Documents Tab, completed outside of Grants.gov, and uploaded as a PDFs to the "Attachments Form" which can be found in the Application Package on Grants.gov.

SF-424 (Application for Financial Assistance)
You will find instructions on how to fill out the SF-424 on Grants.gov. You must provide your ZIP Code + 4 and your DUNS Number must exactly match your SAM.gov registration

SF-424A (Non-Construction Budget)
You will find instructions on how to fill out the SF-424A on Grants.gov. The following are program-specific instructions to aid you in completing the form. Note: Matching share used under this grant is subject to all of the same Federal regulations and audit requirements as Federal share.

SECTION A - Budget Summary 1.e. Enter the total amount of Federal AACR grant award funds going toward Administration Costs. 1.f. AACR applicants are not required to commit matching share (applies to SECTION C as well); however, if matching share is included in the application, the amount of planned matching share must be reported in this field. 2.e. Enter the total amount of Federal AACR grant award funds going toward Operations Costs. 3 e. Enter the total amount of Federal AACR grant award funds going toward Contractors.

SECTION B - Budget Categories

1. **Column 1 - Administrative Costs**
   Costs not related to specific AACR grant related activities, but rather related to general office administration or "overhead" activities such as:
   a. Formulating the grant budget
   b. Preparing audits
   c. Financial administration of the grant/payroll
   d. Property management.

   NOTE: No more than 25% of the entire budget may be applied towards administrative costs listed under Column 1, plus "indirect costs" listed under all three columns of line j.

2. **Column 2 - Operation Costs**
   Costs related to specific AACR grant related activities. These are activities that directly contribute to the accomplishments of the applicant's responsibilities, such as:

a. Personnel/Payroll costs for work related to project goals
b. Equipment/supplies needed for specific projects
c. Travel expenses for goal-related meetings/conferences

3. **Column 3 - Contracts and Subgrants**
Costs paid through contracts and/or funds given as subgrants to entities other than applicant.

Some costs may be split between columns. For instance, if a staff person will spend time performing both "administrative work" and "operations work," their salary should be divided between the two columns 1 and 2 based on the percentage of time spent doing each type of work.

Object Class Category Definitions

1. Personnel. Direct employees of the applicant's staff. Please note, Tribal Elders providing consultation should go under "other costs."

2. Fringe Benefits. Compensation given in addition to direct wages or salaries, such as medical insurance, paid holidays, etc. This may not exceed what is typically awarded to other staff.

3. Travel. All costs related to travel. Costs must be based on the current Federal fiscal year's per diem and mileage rates.

4. Equipment: Tangible, non-construction, non-expendable personal property, charged directly to the award which has a useful life of more than one year and **an acquisition cost of $5,000 or more per unit**. All requests for equipment purchases must be submitted and approved by NPS prior to purchase. List all equipment included in budget in **(SECTION F)**

5. Supplies. Non-construction items costing less than $5,000 per unit that do not meet the definition of equipment.

6. Consultants/Subgrants. Individuals/businesses/organizations providing professional advice or services on the basis of a written agreement for a fee. All consultants must be competitively selected and qualifications approved by the NPS.

7. Construction. Construction includes all predevelopment work (plans, studies), construction equipment/supplies/materials/ labor and any other construction-related fees such as inspections, reviews, etc. The total amount in this line item will be further broken down on the SF424c, *Construction Budget Form*. Please skip the "Construction" portion of the SF-424A. Construction is not an allowable cost for history projects in the African American Civil Rights Grant Program.

8. Other. All expenses that do not fit into any of the above categories such as stipends for Elder's time in consultations, and printing.

9. Indirect Charges: Indirect costs are eligible for reimbursement and must be based on the organization's approved indirect cost rate agreement. Indirect costs are costs that are not directly attributable to a specific project or grant. The total of all indirect costs plus all direct administrative costs (Column 1) may not be more than 25% of the grant award.

- If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal. If selecting use of 10% de minimus rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be submitted. Proposals that fail to document their indirect costs will have those costs disallowed. Indirect and direct administrative costs may not exceed 25% of the total project budget as defined in 54 USC 301 et seq.

10. Program Income. Gross income earned by a grantee that is directly generated by a grant supported activity, during the period of the grant agreement (or received by a contractor/subgrantee during the period of their grant).

SECTION C - Complete section only if non-federal matching share used (AACR applicants are not required to include matching share. If matching share is used, all matching share funds must comply with Federal, agency and program grant requirements including audit requirements.)

SECTION D and E – Fields 13 – 20 do not need to be completed.

SECTION F – Other Budget Information Fields 21 and 22 - Enter the total amount of Direct Charges and Indirect Charges. Field 23 - List all equipment planned for purchase under the grant.

SF-424B (Non-Construction Assurances)

This form must be signed and submitted with your application. You will find instructions on how to fill out the SF-424B on Grants.gov

If you need assistance in completing the forms, please contact NPS at: 202-354-2020 preservation_grants_info@nps.gov If you are having problems with Grants.gov, please contact them directly at 1-800-518-4726.

National Park Service FY 2017 African American Civil Rights Grant Program
Guidance for HISTORY PROJECTS

The National Park Service's (NPS) FY 2017 African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, *Civil Rights in America, A Framework for Identifying Significant Sites,* will serve as the reference document in determining the appropriateness of proposed projects and properties.

AACR grants are funded by the Historic Preservation Fund (HPF), and administered by the NPS. This competitive grant program provides grants to states, tribes, local governments, and nonprofits. Non-federal matching share is not required, but preference will be given to applications that show community commitment through non-federal match and partnership collaboration. Grants will fund a broad range of planning and research projects for historic sites including: survey, inventory, documentation, interpretation, and education. If you are interested in applying for a Preservation Project, please see opportunity number P17AS00578.

This application guidance provides information on:

HOW TO APPLY
WHO IS ELIGIBLE
WHAT PROJECTS ARE FUNDED
- History Projects
  - Survey & Inventory
  - Research & Documentation
  - Interpretation & Education

WHAT IS NOT FUNDED
REQUIREMENTS
CRITERIA
EVALUATION AND SELECTION PROCESS

If you have questions about the application, please contact NPS at preservation_grants_info@nps.gov or 202-354-2020. If you have trouble with the Grants.gov system, please contact them directly at 1-800-513-4726.

HOW TO APPLY

Application packages **must** be submitted using Grants.gov (www.Grants.gov). Search in Grants.gov for Funding Opportunity #P17AS00577, under Catalogue of Federal Domestic Assistance (CFDA) number 15.904 or African American Civil Rights Grants. Awards are issued under Public Law 115-31. $12,610,000 is available for FY 2017 Civil Rights Grants to be awarded to history and preservation projects jointly.

If the project is funded, expect to begin work no sooner than **February 2018**. Please take this into consideration when creating a project timeline. Proposed projects should be completed within two to three years.

Detailed instructions for the application process are included below. For assistance with Grants.gov registration and/or technical issues, please contact their help desk at 1-800-513-4726.

Before you can apply:

- Ensure that Adobe Acrobat Reader is installed and updated on your computer so that you can register on all required federal sites.
- Ensure that your Sam.gov (System for Award Management) registration is complete and/or up-to-date. You **MUST have an up to date DUNS number to be able to apply.**
- Ensure that your registration with Grants.gov is complete and current.
- Registration on these sites can take 2-3 weeks, so please allow time.

All SF-424 series application forms are included as interactive forms on the Grants.gov application website; their site also includes instructions for these forms. Attach all other components to the "Attachments Form" in Grants.gov. Applications not received by the deadline and incomplete applications will not be considered. All forms and documents submitted MUST be in PDF format and should use Times New Roman font in size 10-12.

A complete application consists of:

- **SF-424 Application for Federal Assistance** (required)
- **SF-424A Non-Construction Budget** (required)
- **SF-424B Non-Construction Assurances** (required)
- **Project Description Worksheet** (required)
- **Budget Justification Worksheet** (required)
- **Project Images Worksheet** Photographs of the community, historic site, museum property, downtown, or significant resource involved in the project. Digital color or black and white photos are both accepted and may be uploaded into the worksheet. Photo credit should be included. (required)
- **Indirect Cost Rate Agreement** Copy of current agreement or De Minimis Indirect Cost Rate Certification indicating use of 10% de minimus rate because of no prior negotiated indirect cost rate. (if applicable)
- **Public-private partnership agreement or letter** (if applicable)

  Letters should demonstrate a commitment of resources to the project, either through cash funding, in-kind support, public participation or continued involvement during and after the project is complete. Only letters from partners directly involved in the project will be considered. Letters of support from partners

must be included as part of the grant application package and will not be considered if sent separately. They should be addressed to Chief, State, Tribal, Local, Plans and Grants Division, NPS, **only**.

- **Letter of permission to pursue grant project from Owner** (if applicable/different from applicant)
- **Proof of Non-profit Status** (if applicable/required for all nonprofits)

All application materials, including photographs, become the property of the National Park Service and may be reproduced by NPS or its partner organizations without permission; appropriate credit will be given for any such use. Additional materials not specifically requested by NPS, and materials sent separately from the application, will be discarded.

WHO IS ELIGIBLE

- States and Territories.
- Federally-recognized Tribes, Alaska Natives and Native Hawaiian Organizations.
- Local Governments (including Certified Local Governments).
- Non-profit Organizations
- Note that HBCUs that do not have State or non-profit status should apply in partnership with eligible recipients listed above.
- African American Civil Rights grants from the HPF will NOT be awarded to NPS assets.

WHAT PROJECTS ARE FUNDED

HISTORY PROJECTS

(FOR PRESERVATION PROJECTS SEE OPPORTUNITY NUBMER P17AS00578)

- History grant projects must range from $15,000 to $50,000.
- Eligible costs include survey, planning, and documentation of historic sites/events, as well as the creation of interpretive and educational materials around significant sites (including oral histories).
- Projects must be associated with the African American civil rights movement of the 20th century.

Successful applications will emphasize innovative strategies, and creative projects with measurable results, and include cross-generational engagement that promote and preserve the community's civil rights resources. Projects should involve public-private partnerships and serve as models to communities nationwide. Your project must fit one of the categories listed below. If a project overlaps more than one category, select the dominant category.

1. Survey and Planning
2. Research and Documentation
3. Interpretation and Education

1. Survey of and Planning for Significant Places

A first step toward protecting and preserving significant historic places is to locate and identify them through a systematic and comprehensive **survey** and to plan how they can be used and preserved. All projects should

have an identified audience and a clear plan for outreach and dissemination. Eligible projects in this category would include a survey to identify historic resources and archeological sites and to evaluate properties for their eligibility for listing in the National Register of Historic Places, or resurvey of areas with a focus on civil rights. An example would be to conduct a community-wide survey to locate and document peaceful protest sites relating to the civil rights movement.

Planning for the preservation for identified sites for the future is also important and eligible and may take the form of a local preservation plan, or local design ordinance or design guidelines. An example would be a preservation plan developed with public input to address steps to preserve, educate, and promote civil rights sites across the state

Surveys must follow the *Secretary of the Interior's Standards and Guidelines for Identification* and be compatible with your State Historic Preservation Office's inventory. Planning projects should follow the *Secretary of the Interior's Standards for Preservation Planning*. Any projects involving GIS should follow the *NPS Cultural Resource Spatial Data Transfer Standards*.

2. Research and Documentation

Undertaking the research of a community's civil rights history and documentation of the associated sites is essential to understanding the significance and public value of such resources. Projects in this category include National Register nominations, community and oral histories, or the physical documentation of resources through drawings and photographs (such as those produced through the NPS Heritage Documentation Programs). All projects should have an identified audience, a clear plan for outreach and dissemination, and be related to an overall plan for how the research and documentation will be used either as part of this project or in the future.

Documentation is a detailed recordation of the historical context(s) and significance of a property. Historical research to create documentation uses archival materials, oral history techniques, ethnohistories, prior research contained in secondary sources, historic photographs and records, and other sources to make a detailed record of previously identified values or to investigate particular questions about the established significance of a property or properties. Investigative techniques may be employed to record associative, architectural, cultural, or informational values of properties, sites, events.

National Register of Historic Places and National Historic Landmark Nominations are eligible types of documentation for historic places associated with the African American civil rights movement. Updates to existing nominations to add significant civil rights themes and events that were not included in the original documentation are also eligible. National Historic Landmarks (NHL) must be determined to be nationally significant and require a lengthy review process, thus it is recommended to contact the National Historic Landmark Office prior to submitting an application for an NHL. Refer to National Register nomination guidance or the National Historic Landmark guidance, as needed prior to completing your application and contact your State Historic Preservation Office for guidance as well.

Community and Oral History

Oral history refers both to a method of recording and preserving oral testimony and to the product of that process. Oral history projects for AACR project should assist in providing the documentation and location of significant sites or specific events associated with civil rights. It is distinguished from other forms of interviews by its content and extent, seeking an in-depth account of personal experience and reflections. The content of oral history interviews is grounded in reflections on the past as opposed to commentary on purely contemporary events. Oral history interviews are historical documents that are preserved and made accessible to future researchers and members of the public. This preservation and access may take a variety of forms, reflecting changes in technology. But, in choosing a repository or form, oral historians consider how best to preserve the original recording and any transcripts made to protect accessibility and usability in the future. A plan for preservation and access, including dissemination of the documentation, should be presented in the application. The Oral History Association (OHA) sets professional standards for oral history practitioners in the United States. Its website has a wealth of information about conducting oral history projects. The OHA's General Principles of Oral History and Best Practices for Oral History (2009) is a description of oral history methods and what to do before, during, and after an interview.

All oral histories must be Section 508 compliant.

HABS/HAER/HALS Documentation - The NPS Heritage Documentation Program administers the Historic American Buildings Survey (HABS), the federal government's oldest preservation program, and its companion programs: the Historic American Engineering Record (HAER) and Historic American Landscapes Survey (HALS). Documentation produced through the programs constitutes the nation's largest archive of historic architectural, engineering, and landscape documentation. The HABS/HAER/HALS Collection is housed at the Library of Congress.

Examples:

- Develop a community and oral history, using a process that involves public input and participation, making residents aware of the special places in their community by making it available online.
- Conduct a Historic American Engineering Study of a bridge associated with a significant protest march and add that documentation to the Library of Congress collection.
- Prepare new National Register nominations for significant properties associated with influential local civil rights leaders in the State, or amend existing nominations with additional documentation or expanded boundaries to include significant civil rights resources that were omitted previously.

3. Interpretation and Education

Authentic interpretation connecting the people, places, and context that shaped the civil rights movement can occur in traditional settings such as museums, but interpretation is also an important part of place-based learning. It can be presented through digital technology, heritage trail guides, visitor exhibits, living history programs, or plans for a community's historic resources. When choosing a medium for interpretation, such as

print, web based, film, or audiovisual media, it is important to consider the lifespan of the product, the audience, and its reach. All products should have an identified audience, a clear plan for outreach and dissemination, and be related to an overall plan for interpretation and education.

For more information see the National Register Bulletin, Telling the Stories: Planning Effective Interpretative Programs for Properties Listed in the National Register of Historic Places and the Foundations of Interpretation Curriculum Content Narrative.

This category also includes projects that support heritage education through curriculum development, after-school programs, and continuing adult or senior education using local historic places and heritage assetts. For more information on lesson plans based upon historic properties see the *National Park Service's Teaching with Historic Places*.

Examples:

- Create a program with educational activities and curriculums focusing on historic places and events and related to a local civil Rights event to become part of the curriculum of your elementary school.
- Develop a web-based guide to historic resources documenting and interpreting civil rights sites enlisting youth in the community to assist with research and creation.
- Create interpretive markers at significant sites of the civil rights movement that have not yet received recognition, identifying a civil rights event through educational materials to reach out to local schools and visiting tourists and residents.

WHAT IS NOT FUNDED

- Construction of new buildings.
- Acquisition of collections or historic sites.
- Conservation of collections, except as part of gathering oral history documentation.
- Long-term maintenance or curatorial work beyond the grant period.
- Reconstructing historic properties (recreating all or a significant portion that no longer exists).
- Moving historic properties or work to historic properties that have been moved and are no longer eligible for listing in the NRHP.
- Cash reserves, endowments, or revolving funds.
- Fund-raising costs.
- Work performed prior to announcement of award.
- Lobbying or advocacy activities.
- Costs for work already funded through other federal programs such as the Federal Historic Preservation Tax Incentives program.

REQUIREMENTS

- Non-federal matching share is not required for the Civil Rights Grant program but may be considered as part of the evaluation process. Non-federal match may be in the form of cash or donated time, services, or materials, but must be expended during the grant period. Match is considered part of the grant funding and is subject to all of the same requirements as the federal funds.
- Grant projects should be completed in 2 to 3 years.
- Personnel time and/or materials must be directly related to the grant project in order to be eligible costs charged to the grant award.
- Administrative costs, both direct and indirect, may not exceed 25% of the total project cost of both the federal grant award and any non-federal match per the National Historic Preservation Act.
- If your budget includes indirect costs, then you must include a copy of your federally-approved Indirect Cost Rate Agreement or a De Minimis Indirect Cost Rate Certification indicating that you have never negotiated a rate and have chosen the 10% de minimis rate as specified in 2 CFR 200, *Uniform Administrative Requirements and Cost Principles for Federal Awards*, 2 CFR 200 Section 200.414 and 2 CFR Part 200, Appendix III through VII as applicable.
- Competitive selection of all consultants and contracting is required as stipulated in 2 CFR 200, *Uniform Administrative Requirements and Cost Principles for Federal Awards*.
- Do not assume that you may use a past employed consultant/contractor. If any consultant/contractor assists in the writing of your documents (grant application, RFP, bid, etc.) they are not eligible to compete.
- Maximum hourly wages charged to this grant for personnel and consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables for your location can be found on the Office of Personnel Management website: https://www.opm.gov.
- Budgeted travel costs must adhere to the federal mileage and per diem travel limits found at www.gsa.gov.
- Work must be conducted, supervised, reviewed, or verified by a person(s) from the appropriate discipline who meets the *Secretary of Interior's Professional Qualification Standards*.
- Document any proposed or potential partnerships or subgrants through a letter of support indicating the role of the partner/subgrant in the project
- If the applicant is not the owner of the property, they must include a letter or agreement from the owner granting the applicant permission to undertake the proposed work or project and stating that the owner will agree to place the required preservation covenant on the property during the course of the grant.

References for Requirement Guidance

- *Secretary of the Interior's Standards for the Treatment of Historic Properties*
- *Secretary of the Interior's Archeological Documentation Standards*
- NPS Technical Preservation Briefs – recommended methods and approaches for rehabilitating historic buildings.
- Citizen's Guide to Section 106 review
- NEPA review process
- Contact your State Historic Preservation Office

- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- www.nps.gov/stlpg

EVALUATION CRITERIA

Project descriptions must address, and applications will be rated on, each of the criteria listed below. NPS will evaluate and consider only complete applications that separately address each of the four criteria. You are required to provide a detailed narrative of these elements using the project information form.

1. Significance

Describe the historic resource(s) in the proposed project that played a role in the African American civil rights movement in the 20th Century. Describe the community and the historic resources affected by this project including its significance, whether listed in the National Register of Historic Places and/or designated at the state, tribal, or local level, and the story that its continued preservation tells. Integrity of the resource should also be discussed. Discuss how your project will help identify places seminal to the story of African American civil rights. (25 points)

2. Need/Urgency/Threat

Describe the need, urgency, and threat the project addresses and how the activities are necessary and will mitigate the threat. (25 points)

3. Feasibility

List and describe all tasks and their results. Discuss your timeline (located below) and budget justification (separate document) to show that costs are necessary, reasonable, and allowable. Demonstrate how you will successfully complete the project within the given timeframe (2-3 years) and with the given resources while meeting all federal requirement and guidelines. Briefly describe who will be involved in carrying out the project and their qualifications, attach resumes/CVs as applicable. Financial management: Please answer the questions below. Documentation is not required with your application but may be requested post award. (25 points)

A. Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302?
B. If no, what mitigation measures are you proposing or do you already have in place?
C. Do you have a single audit and when was it submitted to the Audit Clearinghouse?
D. If no, do you have another type of audit or annual financial statement?

4. Sustainability

Describe the impacts of the project after completion, including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete. (25 points)

Please note: We do *not* have the staffing capacity to review draft applications, please contact us if you need further assistance.

EVALUATION & SELECTION PROCESS

Complete applications will be evaluated using the described criteria. Reviewers' evaluations are based solely on the material provided in the application. **Additional materials not specifically required by the application, and materials sent separately from the application, will not be considered.**

AACR applications will be downloaded from Grants.gov to the NPS for review, evaluation, and selection of projects. Grant applications will undergo initial eligibility evaluation and internal review by NPS staff. The NPS will convene a panel of subject matter experts from federal agencies to rank applications and make funding recommendations to the Secretary of the Interior. The Secretary will make a final decision about grant awards, may consider the merit review recommendation, program policy factors (including past performance) and the amount of funds available. Announcement of selected grants is expected by the end of the 2017 calendar year. A summary of the review panel comments may be provided to the applicant if requested.

NPS personnel, and in some cases, other Federal reviewers, will review all the proposals. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

Merit Review of Application

Each criteria element will be scored on the following scale based on a total possible score of 100:

Description				
Criteria 1	Criteria 2	Criteria 3	Criteria 4	
25	25	25	25	Superior
20	20	20	20	Good
14	14	14	14	Satisfactory
10	10	10	10	Marginal
6	6	6	6	Poor
0	0	0	0	Not Acceptable

The scoring of each criterion is based on the strengths and weaknesses of the application narrative. To assist in assigning an appropriate score, the following will be used as a guideline:

Rating	Descriptive Statement
Superior	Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses.
Good	Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.
Satisfactory	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.

Marginal	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses.
Poor	The likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.
Not Acceptable	Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements.

Discussions and Award

NPS may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the recipient is capable of complying with the requirements of DOI Financial Assistance Regulations and/or (3) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the applicant.

The final award agreement will identify the amount of funding provided by NPS, any cost share provided by the Recipient, a detailed Statement of Work (SOW) for the project, a project plan and detailed project budget. The project budget shall include detailed information on all cost categories, and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors/sub-recipients. Additionally, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included. Cost categories can include but are not limited those costs items included on the SF424A and SF424C.

Evaluation of Recipient Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee performance and Integrity Information System (FAPIIS), and/or past performance on previous federal financial assistance awards. Negative information that leads to a recipient being designated as "Medium Risk" or "High Risk" may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award.

Prior to making a federal award, any information about the applicant that is designated integrity and performance (currently FAPIIS) will be reviewed and considered (see 41 U.S.C. § 2313). Applicants may review and comment about any information about itself in FAPIIS. The federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgement about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2C.F. R. § 200.205.

Administrative and National Policy Requirements

Recipients of Financial Assistance from the National Park Service
Complete the mandatory forms and any applicable optional forms, in accordance with the instructions on the forms and the additional instructions below, as required by this Funding Opportunity Announcement. Do not include any proprietary or personally identifiable information. Agreements are not effective until fully executed with signature from the NPS Awarding Officer.

Applicants subject to EO 12372 must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process. The names and addresses of the SPOC's are listed in the OMB's home page at: http://www.whitehouse.gov/omb/grants_spoc/

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to:

1) only a portion of the application is selected for award;
2) the Government needs additional information to determine that the recipient is capable of complying with the requirements of DOI Financial Assistance Regulations; and/or
3) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the applicant.

Code of Federal Regulations (CFR)
By accepting Federal financial assistance, your organization agrees to abide by the applicable federal regulations in the expenditure of federal funds and performance under this program. These regulations are outlined, in part, in 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Additional Code of Federal Regulations/Regulatory Requirements, as applicable, are listed below (contact the Awarding Officer with any questions regarding the applicability of the following):

- 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- 2 CFR Part 182 & 1401 Government-wide Requirements for a Drug-Free Workplace
- 2 CFR Part 180 & 1400 Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR 18 New Restrictions on Lobbying

Standard Award Terms and Conditions
This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here. Acceptance of a Federal Financial Assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted and are subject to the terms and conditions incorporated either directly or by reference in the award document.

Special Terms and Conditions
Order of Precedence:
Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

Modifications:
The agreement may be modified by written agreement signed by both the recipient's Authorized Representative and the NPS Awarding Officer. Administrative changes (i.e. Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc. or otherwise affect the recipient may be signed unilaterally by the Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non- compliance, suspend or terminate the agreement in accordance with 2 CFR 200, Section 200.338 – 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

Payments
All applicants must be registered in the System for Awards Management (SAM) prior to award under this FOA. Instructions for registering for SAM are located at http://www.sam.gov/portal/public/SAM. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with and willing to process all payments through the Department of Treasury Automated Standard Application for Payments (ASAP) system. All recipients with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a recipient has multiple DUNS numbers, they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

Reporting
Financial Status Reports:
Report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF-425. Reports may be required quarterly, semi-annually or annually. The reporting requirements will be determined by the Awarding Officer and defined in the individual grant agreements.

The NPS Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Awarding Officer, recipients must ensure that the information submitted is accurate, complete, and consistent with the recipient's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

Performance Reports:
Recipients should expect to submit a **semi-annual** performance report to the NPS Awarding Officer and the Agreement Technical Representative detailing project activity and participant profile information. However, as

noted above, reporting requirements will be determined by the Awarding Officer and defined in the Agreements. A final report will be due no more than 90 calendar days after the end date of the agreement.

Non-Compliance:
Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards.

Other Information
Modification or Changes to the Announcement
Notices of any modifications to this announcement will be posted on Grants.gov. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

Government Right to Reject or Negotiate
NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

Notice of Potential Disclosure under Freedom of Information Act
Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award.

Evaluation and Administration by Non-Federal Personnel
In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers; however this is not anticipated for awards under this announcement. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

Notice of Right to Conduct a Review of Financial Capability
NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

Personally Identifiable Information
In responding to this Announcement, Applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth,

mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII: PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials. Protected PII: PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Mandatory Reading:

Grants.gov SF-424 Series Instructions: https://www.grants.gov/web/grants/form-instructions.html

Grants.gov Online User Guide: https://www.grants.gov/help/html/help/Get_Started/Get_Started.htm

Grants.gov Applicant Training: https://www.grants.gov/web/grants/applicants/applicant-tools-and-tips.html

Grants.gov Support: https://www.grants.gov/web/grants/support.html

FY 2017 DE MINIMIS INDIRECT COST RATE CERTIFICATION

Grantee Name:	
EIN:	**DUNS:**
Effective Fiscal Year(s):	
Name of Authorized Chief Financial Officer (or equivalent):	
Address:	
Email:	Phone Number:

CERTIFICATION OF ELIGIBILITY:

I, the undersigned, certify that our organization is eligible to use the 10% de minimis indirect cost rate as we have:

1. Never received a negotiated indirect cost rate.
2. Received less than $35 million in direct federal funding for the fiscal year requested and each fiscal year thereafter.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our organization has a financial management system that accumulates and segregates direct costs from indirect **costs** and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR Part 200).

I certify that our organization's financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g.: labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR Part 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

I also certify that the types of records that are used to support the existence of these attributes include the following:

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g. invoices, canceled checks).
- Accounting policy and procedure manuals specific to the organization

Finally, I understand:

1. The de minimis rate of 10% is to be applied to modified total direct costs which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards under the award). Modified total direct cost excludes equipment, capital expenditures, rental costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

2. Costs must be consistently charged as either indirect or direct but may not be double charged or inconsistently charged as both.

3. The proper use and application of the de minimis rate is the responsibility of our organization and the National Park Service and its representatives may perform an audit on our organization to ensure compliance with 2 CFR Part 200. If it is determined we are inconsistently charging costs, or not in compliance with 2 CFR Part 200 we may be required to reimburse the Federal government for any identified overbillings.

4. Our organization's schedule of expenditures of federal awards must include a note on whether it elected to use the 10% de minimis cost rate in accordance with 2 CFR 200 Part 200.510(b)(6).

I declare that the foregoing is true and correct.

Signature of Authorized CFO (or equivalent): _____ Date: _____

Print Name & Title: _____

Budget Justification Worksheet

African American Civil Rights Grants

1. Personnel. Provide the names and titles of principal project personnel. Please note that grant funds may not be used to pay Federal employee salaries, nor may Federal salaries be used as match/cost share.

Name/Title of Personnel	% of Time	Annual Salary	Federal Grant Funds	Match/Cost Share	Total
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
		SUBTOTAL	0	0	0

2. Fringe Benefits. If more than one rate is used, list each rate and salary base. Rates are based on the percent of time spent working on this project

Name/Title of Personnel	Rate	Charged Salary	Federal Grant Funds	Match/Cost Share	Total
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
		SUBTOTAL	0	0	0

3. Consultant Fees. Include payments for professional and technical consultants participating in the project.

Type of Consultant	Flat Rate	No. of Days	Daily Rate	Federal Grant Funds	Match/Cost Share	Total
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
			SUBTOTAL	0	0	0

4. Travel and Per Diem. Indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs. Lodging and per diem must be based on government rates which can be found at http://www.gsa.gov/.

From/To	No. of People	No. of Days	Daily Lodging & Per Diem	Transportation Costs Per Person	Federal Grant Funds	Match/Cost Share	Total
							0
							0
							0
							0
							0
							0
							0
							0
				SUBTOTAL	0	0	0

5. Supplies and Materials. Include consumable supplies and materials to be used in the project and any items of expendable equipment, i.e., equipment costing less than $5,000 or with an estimated useful life of less than two years. Items costing more than that should be listed in "**Equipment.**"

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

6. Equipment. List all equipment items in excess of $5,000. Items worth less than $5,000 or that have a useful life of less than two years must be listed in "**Supplies and Materials.**"

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

7. Construction/Conservation Materials and Labor. Itemize by work elements (for example, "repair roof," "underpin foundation") "Lump sum" amounts must be broken into specific work components to be funded by the grant.

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

8. Other Costs. Include items not previously listed. Please note that "miscellaneous" and "contingency fees" are not eligible budget items.

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

What are the sources of the non-federal match? List the secured sources and amounts of the required dollar-for-dollar non-Federal match, which can be cash, donated services, or use of equipment All non-Federal match must be used during the grant period to execute the project. If the match is not secured, detail how it will be raised below.

*Secured Match	*Unsecured Match

Notes:

Non-Federal Applicants Only

Please state the organization's non-Federal operating budget for the most recently completed fiscal year:

Year: _____ Non-Federal Budget: _____

BUDGET SUMMARY	Federal Grant Funds	Match/Cost Share	Total
1. Personnel	0	0	0
2. Fringe Benefits	0	0	0
3. Consultant Fees	0	0	0
4. Travel and Per Diem	0	0	0
5. Supplies and Materials	0	0	0
6. Equipment	0	0	0
7. Construction/Conservation Materials and Labor	0	0	0
8. Other Costs	0	0	0
Total Project Costs	0	0	0

African American Civil Rights Application Project Description Worksheet

This worksheet is to be used as a supplement to the Application for Federal Assistance

1.Project Title:

2.Applicant Name:

Applicant Type:

3.Have you received a Historic Preservation Fund Grant (HPF) in the past? Yes ○ No ◉

If yes, list 3 most recent. HPF grants include: Save America's Treasures Grants, Preserve America Grants, annual SHPO/THPO Program Grants, Certified Local Government, Historic Black Colleges & Universities, Disaster Relief, and Underrepresented Community Grants.

4.Amount requested and any matching share if provided:

Federal Share

Non Federal Match(optional)

Total $ 0.00

5.Type of Project:

6. Project Summary

Briefly describe what you want to accomplish with your project, including your primary objectives and results. This should function as an overview of the scope of work for your project. (250 words)

7. Project Description

Address the criteria as described in the Civil Rights Grant guidance. Each section should not exceed the size of the text box provided, about 1200 words.

Significance:

Describe the historic resource(s) in the proposed project that played a role in the African American civil rights movement in the 20th Century. Describe the community and the historic resources affected by this project including its significance, whether listed in the National Register of Historic Places and/or designated at the state, tribal, or local level, and the story that its continued preservation tells. Integrity of the resource should also be discussed. Discuss how your project will help identify places seminal to the story of African American civil rights. (25 points)

Need/Urgency/Threat:

Describe the need, urgency, and threat the project addresses and how the activities are necessary and will mitigate that threat. (25 points)

Feasibility:

List and describe all tasks and their results. Discuss your time line (located below) and budget justification (separate document) to show that costs are necessary, reasonable, and allowable. Demonstrate how you will successfully complete the project within the given time frame (2 - 3 years) and with the given resources while meeting all federal requirement and guidelines. Briefly describe who will be involved in the project and their qualifications, attach resumes/CVs as applicable. Financial management: Please answer the questions below. Documentation is not required with your application but may be requested post award.

A. *Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302?*
B. *If no, what mitigation measures are you proposing or do you already have in place?*
C. *Do you have a single audit and when was it submitted to the Audit Clearinghouse?*
D. *If no, do you have another type of audit or annual financial statement? (25 points)*

Sustainability:

Describe the impacts of the project after completion, including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete. (25 points)

Time Line:

In the space below, please provide an estimated time line for your project with as much detail as you feel is necessary. For example: "Month 1: Planning Month 2: Research Months 3-7: Construction work" Specific dates are not required

Project Image Form for National Park Service Grants

Please read instructions prior to completing this form. Each image must be limited to a maximum file size of 300 KB and a maximum resolution of 1600 x 1200.

Please attach image 1 here.

Image 1 Label	

Please attach image 2 here.

Image 2 Label	

Project Image Attachment Form for National Park Service Grants

Please attach image 3 here.

Image 3 Label

Please attach image 4 here.

Image 4 Label

Project Image Attachment Form for National Park Service Grants

Please attach image 5 here.

Image 5 Label

Please attach image 6 here.

Image 6 Label

Project Image Attachment Form for National Park Service Grants

Please attach image 7 here.

Image 7 Label	

Please attach image 8 here.

Image 8 Label	

Project Image Attachment Form for National Park Service Grants

Please attach image 9 here.

Image 9 Label	

Please attach image 10 here.

Image 10 Label	

Please attach image 11 here.

Image 11 Label

Please attach image 12 here.

Image 12 Label

Please attach image 13 here.

Image 13 Label	

Please attach image 14 here.

Image 14 Label	

Please attach image 15 here.

Image 15 Label	

Please attach image 16 here.

Image 16 Label	

Please attach image 17 here.

Image 17 Label	

Please attach image 18 here.

Image 18 Label	

Project Image Attachment Form for National Park Service Grants

Please attach image 19 here.

Image 19 Label

Please attach image 20 here.

Image 20 Label

U.S. Department of the Interior
National Park Service

Financial Assistance
Notice of Funding Opportunity (NOFO)

Program Title	African American Civil Rights (AACR) Preservation Grants
Notice of Funding Opportunity Number:	P17AS00578
Announcement Type:	Initial
CFDA Number:	15.904

Issue Date:	08/01/2017		
Application Due Date:	09/29/2017	Time AM/PM Zone	11:59 PM PT

Agency Contact Information		Questions and Requests	
Name	Megan Brown	Name	Lyndsey Alston
Address	State, Tribal, Local Plans & Grants Division National Park Service 1849 C Street, NW Washington, DC 20240	Address (as applicable)	State, Tribal, Local Plans & Grants Division National Park Service 1849 C Street, NW Washington, DC 20240
Phone	202-354-2020	Phone	202-354-2020
Email	preservation_grants_info@nps.gov	Email	preservation_grants_info@nps.gov

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Section A: Program Description

Federal Agency Name: Department of the Interior, National Park Service

Funding Opportunity Title: FY2017 African American Civil Rights (AACR) Preservation Grants

Funding Opportunity Number: P17AS00578

Catalog Of Federal Domestic Assistance (CFDA) Number: 15.904

Legislative Authority: Public Law No. 115-31; 54 U.S. Code § 303101

Federal Regulations: 2 C.F.R. § 200, 2 C.F.R. § 1402

Program Background Information and Objectives:
The National Park Service's (NPS) FY 2017 African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, Civil Rights in America, A Framework for Identifying Significant Sites will serve as the reference document in determining the appropriateness of proposed projects and properties. AACR Grants are funded by the Historic Preservation Fund (HPF), administered by the NPS, and will fund a broad range of preservation projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation to structures. Grants are awarded through a competitive process and do not require non-Federal match. There are separate funding announcements for physical preservation projects and for historical research/documentation projects. Funding announcement P17AS00578 is for physical preservation of historic sites; P17AS00577 is for historical research/documentation projects only.

Section B: Federal Award Information

Anticipated Federal Funding: ($8,400,000)

Non-Federal Entity Cost Share:
Non-Federal cost share is not required for this agreement but will be considered as a competitive factor.

Estimated Number of Agreements to be Awarded: 17
Each activity or project under this agreement will be treated individually, with more detail through project statements, project plans and budgets developed cooperatively between the NPS and the non-Federal entity.

Estimated Amount of Funding Available Per Award:
An estimated range of $75,000 to $500,000 of funding is anticipated for each award.
The amount of funding available per award for this NOFO will be determined as part of the application review process based on applications received and funding made available through appropriations.

Anticipated Start Date:
Projects receiving funding through this NOFO will start once funding has been secured and awards have been made. Do not anticipate a start date sooner than February 2018.

Anticipated Term of the Agreement:
Agreement terms for funded projects are estimated to range between two to three years, depending on the negotiated project statement of work. Agreements are not effective until fully executed with signature from the NPS Financial Assistance Awarding Officer.

Grant Agreement - A legal instrument of financial assistance between The National Park Service and a non-Federal entity that, consistent with 31 U.S.C. § 6302, 6304:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Substantial Involvement:
No substantial involvement on the part of the National Park Service is anticipated.

Other Information:
Applications for renewal or supplementation of existing projects are not eligible to compete with applications for new Federal awards.

Section C: Eligibility Information

Application Due Date: September 29, 2017, 11:59PM PT
An applicant's failure to meet an eligibility criterion by the time of the application deadline will result in the application being excluded from consideration. This includes but is not limited to late and incomplete application packages.

1. Eligible Applicants

In accordance with the National Historic Preservation Act as amended, 54 USC §300101, this funding opportunity is limited to States, Territories, Federally-recognized Tribes, Alaska Natives, and Native Hawaiian Organizations, as defined by 54 USC § 300300, local governments including Certified Local Governments, and non-profit organizations. Note that Historically Black College and Universities (HBCUs) that do not have state or non-profit status should apply in partnership with eligible recipients. African American Civil Rights grants from the HPF will NOT be awarded to NPS assets.

2. Cost Sharing or Matching

Non-Federal cost sharing is not required to be eligible for an award under this NOFO but will be considered as a competitive factor.

Section D: Application and Submission Information

1. Application Package

The Application Package contains several mandatory forms, which must be submitted with your proposal, forms include:

1. SF-424 (Application for Financial Assistance)
2. SF-424A (Budget Information for Non-Construction Programs)
3. SF-424B (Assurance for Non-Construction Programs)
4. SF-424C (Budget Information for Non-Construction Programs)
5. SF-424D (Assurance for Construction Programs)
6. SF-LLL (Disclosure of Lobbying Activities), if anticipated award is over $100,000
7. Attachments Form
    a. Project Description Worksheet
    b. Budget Justification Worksheet
    c. National Register Eligibility Worksheet
    d. Project Images Worksheet
    e. Signed Acknowledgement Statement
    f. Indirect Cost Rate Agreement or De Minimis Indirect Cost Rate Certification , if applicable
    g. Public-Private Partnership Agreement, if applicable
    h. Property Owner's Permission, if applicable
    i. Proof of Non-Profit Status, if applicable

2. Contents and Form of Application Submission

You must complete the mandatory forms and any applicable optional forms, in accordance with the instructions below, as required by this NOFO. Do not include any proprietary or personally identifiable information. A complete application should include:

- Standard Form 424 (SF 424) – Application for Federal Assistance
    - Complete this form as much as possible with all applicable information. Please note: You must provide your ZIP Code + 4. Your DUNS Number must exactly match your SAM.gov registration.

- Standard Form 424A and 424C – Budget Information
    - The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement). Cost categories can include, but are not limited to, those costs items included on the SF424A and SF424C.

- Standard Form 424B and D - Assurances

- This form must be signed and submitted with your application.

- Standard Form LLL - Disclosure of Lobbying Activities
  In accordance with 43 C.F.R. § 18 and 31 U.S.C. § 1352 this form must be completed and signed if the amount of the Federal award is anticipated to exceed $100,00.00.

- Attachments Form
  - Project Description Worksheet
    - Project descriptions must address each of the evaluation criteria and applications will be reviewed against this rubric as part of the merit evaluation process. NPS will evaluate and consider only those applications that separately address each of the four criteria listed in Section E.

  - Budget Justification Worksheet
    - All costs listed in the SF-424A/C must correspond to the activities in the Project Description and must be outlined in the Budget Justification Worksheet. However, do not include your cost breakdown as part of the narrative Project Description.

  - National Register Eligibility Worksheet

  - Project Images Worksheet
    - Photographs of the community and the historic site, museum property, downtown, or significant resource involved in the project. Please ensure you include one current photo per elevation as well as one current overall photo at a minimum. Photos should show current conditions and immediate threat. Color or black and white photos are both accepted

  - Signed Acknowledgement Statement
    - *If awarded, <<insert organization's name>> will follow the applicable Secretary of the Interior's (SOI) Standards and Guidelines for Historic Preservation including the Historic Preservation Professional Qualification Standards.*

  - Indirect Cost Rate Agreement, if applicable
    - If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal. If selecting use of 10% de minimus rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be submitted. Proposals that fail to document their indirect costs will have those costs disallowed. Indirect and direct administrative costs may not exceed 25% of the total project budget as defined in 54 USC 301 et seq.

  - Public-Private Partnership Agreement, if applicable

- Letters should demonstrate a commitment of resources to the project, either through cash funding, in-kind support, public participation or continued involvement during and after the project is complete. Only letters from partners directly involved in the project will be considered. Letters of support from partners must be included as part of the grant application package and will not be considered if sent separately. They should be addressed to Chief, State, Tribal, Local, Plans and Grants Division, NPS.

- Property Owner's Permission, if applicable
  - To perform preservation work to a property, the owner must include written permission if different than the applicant.

- Proof of Non-Profit Status, if applicable

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

(a) Other budget information
(b) Financial capability
(c) Evaluation of risk
(d) Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17)

3. Unique entity identifier and System for Award Management (SAM)

Each applicant (unless exempt under 2 CFR §25.110) is required to:

(a) Be registered in SAM;
(b) Provide a valid unique entity identifier in its application (currently a DUNS number);
(c) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Registration processes for SAM can be found at https://www.sam.gov

A financial assistance agreement will not be made with a non-Federal entity until the non-Federal entity has complied with all applicable unique entity identifier and SAM requirements. If a non-Federal entity has not fully complied with the requirements by the time that an agreement is ready for award, a determination may be made that the applicant is not qualified to receive a Federal award. That determination may be used as a basis for making a Federal award to another applicant.

In addition, in order to submit an application through Grants.gov an applicant must have an active SAM registration and register for submission permissions through the Grants.gov website. Utilize the following link to guide you through this process:
http://www.grants.gov/web/grants/applicants/organization-registration.html

4. Submission Dates and Times

Applicants are held responsible for their proposals being submitted to the National Park Service. Applications must be received by September 29, 2017 at 11:59PM PT. Applicants are encouraged to submit the application well before the deadline.

Application preparation time may take several weeks, so please start the application process as soon as possible. Applications received after the deadline will not be reviewed or considered for award. If it is determined that a proposal was not considered due to lateness, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 "Intergovernmental Review of Federal Programs." Applicants subject to EO 12372 must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process. The names and addresses of the SPOC's are listed in the OMB's home page at:
http://www.whitehouse.gov/omb/grants_spoc/

6. Funding Restrictions

Costs incurred by the applicant prior to the start date of the period of performance of a signed Federal award are only allowable with written approval by a Financial Assistance Awarding Officer.

7. Other Submission Requirements

Applications must be submitted through Grants.gov to the National Park Service by September 29, 2017 at 11:59 PT. Applications submitted by other means or not received by the deadline will not be considered.

In the event the applicant experiences technical difficulties with submitting their application, please contact: preservation_grants_info@nps.gov or 202-354-2020. Issues with Grants.gov should be resolved by calling 1-800-518-4726 or visiting their online help desk. Document any issues with submission carefully.

START THIS PROCESS EARLY DON'T DELAY!

Section E: Application Review Information

1. Criteria

NPS will evaluate and consider only those applications that separately address each of the merit review criteria. Each applicant is required to provide a detailed project description, in accordance with section D.2., of the following criteria elements.

Criterion 1	
	Weight 25%
Significance	Describe the historic resource(s) in the proposed project and the role they played in the African American Civil Rights movement in the 20th Century. Include the significance in the story of Civil Rights, and designations at the National, State, Tribal, or local level. Integrity of the resource should also be discussed. Discuss how your project will help tell an untold story, identify places, and share the story of African American Civil Rights. (25 points)

Criterion 2	
	Weight 25%
Need/Urgency/Threat	Describe the need, urgency, and threat the project addresses and how the activities are necessary to achieve the project objectives. (25 points)

Criterion 3	
	Weight 25%
Feasibility	List and describe all tasks and their results. Discuss your timeline (located below) and budget justification (separate document) to show that costs are necessary, reasonable, and allowable. Demonstrate how you will successfully complete the project within the given timeframe (2-3 years) and with the given resources while meeting all federal requirement and guidelines. Briefly describe who will be involved in carrying out the project and their qualifications, attach resumes/CVs as applicable. Financial management: Please answer the questions below. Documentation is not required with your application but may be requested post award. A. Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302? B. If no, what mitigation measures are you proposing or do you already have in place C. Do you have a single audit and when was it submitted to the Audit Clearinghouse? D. If no, do you have another type of audit or annual financial statement? (25 points)

Criterion 4	
	Weight 25%
Sustainability	Describe the impacts of the project after completion, including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete. (25 points)

2. Review and Selection Process

NPS personnel, and in some cases independent federal reviewers, will review all proposals. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

a. Initial Review

Prior to conducting the comprehensive merit review, an initial review will be performed to determine whether: (1) the applicant is eligible for an award; (2) the information required by the NOFO has been submitted; (3) all mandatory requirements of the NOFO are satisfied; and (4) the proposed project is responsive to the program objectives of the NOFO (program determination). If an applicant fails to meet the requirements or objectives of the NOFO, or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Comprehensive Merit Review

All applications that satisfactorily pass the initial review will be eligible for the Comprehensive Merit Review. Each criteria element will be scored on a 0-25 point scale:

Description				
Criteria 1	Criteria 2	Criteria 3	Criteria 4	
25	25	25	25	Superior
20	20	20	20	Good
14	14	14	14	Satisfactory
10	10	10	10	Marginal
6	6	6	6	Poor
0	0	0	0	Not Acceptable

The scoring of each criterion must be based on the strengths and weaknesses of the application narrative. To assist in assigning an appropriate score, the following will be used as a guideline:

Rating	Descriptive Statement

Superior	Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses.
Good	Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.
Satisfactory	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.
Marginal	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses.
Poor	The likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.
Not Acceptable	Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements.

c. Selection

The Selection Official may consider the merit review recommendation, program policy factors, and the amount of funds available to select applications for funding. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

d. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

3. Evaluation of Applicant Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards. Negative information that leads to an applicant being designated as "Medium Risk" or "High

Risk" may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award.

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS will notify the applicants selected for award around end of calendar year 2017. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A grant agreement signed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

2. Administrative and National Policy Requirements

a. Code of Federal Regulations (CFR)

By accepting Federal financial assistance, the non-Federal entity agrees to abide by the applicable Federal regulations in the expenditure of Federal funds and performance under this program: 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards

b. Standard Award Terms and Conditions

Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by the Financial Assistance Awarding Officer. All financial assistance awards are subject to the terms and conditions incorporated either directly or by reference in the award document. Code of Federal Regulations/Regulatory Requirements, as applicable, are listed within Appendix B of this announcement (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of any terms and conditions).

- 2 C.F.R. Part 175 - Trafficking Victims Protection Act of 2000
- 2 C.F.R. Parts 182 & 1401 - Government-wide Requirements for a Drug-Free Workplace

- 2 C.F.R. Parts 180 & 1400 - Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR. 18 - Restrictions on Lobbying

c. Order of Precedence
Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 C.F.R. Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the non-Federal Entity's project proposal.

d. Modifications
The agreement may be modified by written agreement signed by both the non-Federal entity's Authorized Representative and the Financial Assistance Awarding Officer. Administrative changes (i.e. Financial Assistance Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc., or otherwise affect the non-Federal entity may be signed unilaterally by the Financial Assistance Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non- compliance, suspension or termination of the agreement in accordance with 2 CFR 200, Section 200.338 – 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Financial Assistance Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

e. Payments
All applicants must be registered in the System for Awards Management (SAM) prior to award under this NOFO. Instructions for registering for SAM are located at http://www.sam.gov/portal/public/SAM. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with, and willing to process all payments through, the Department of the Treasury Automated Standard Application for Payments (ASAP) system. All non-Federal entities with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a non-Federal has multiple DUNS numbers they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

f. Funding Restrictions
All funding is contingent upon the availability and appropriation of funds by the United States Congress.

g. Cost Principles:
Costs must be allowable in accordance with the applicable Federal cost principles referenced in 2 CFR Part 200, Subpart E – Cost Principles.

h. Pre-award Costs:
Pre-award costs are not allowable.

3. Reporting

a. Financial Status Reports:
A report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the non-Federal entity. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF425. At a minimum, financial reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final FFR shall be submitted no more than 90 calendar days after the end date of the agreement.

The FFR can be downloaded at:
http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf

The NPS Financial Assistance Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Financial Assistance Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's accounting system. The non-Federal entity's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal Government. Filing a false claim may result in the imposition of civil or criminal penalties.

b. Performance Reports:
A report of performance is required as documentation of performance towards the accomplishments of the Federal award and detailing project activity and participant profile information. At a minimum, performance reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the grant agreement. A final performance report shall be submitted no more than 90 calendar days after the end date of the agreement.

In accordance with 2 C.F.R. 200 § 200.328, the performance reports shall contain brief information on:

(1) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement;
(2) The reasons why established goals were not met, if appropriate; and
(3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Before submitting the performance report to the NPS Financial Assistance Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's Federal financial report. Filing false information may result in the imposition of civil or criminal penalties.

c. Non-Compliance:
Failure to comply with the reporting requirements contained in an agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards. The specific information regarding type, frequency and means of submission of post-Federal award reporting requirements will be contained in the award document.

4. Reporting Matters Related to Recipient Integrity and Performance:
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with Appendix XII to 2 C.F.R. 200.

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Name:	Megan Brown, Chief, State, Tribal, Local, Plans & Grants Division
Address:	National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone:	202-354-2020
E-mail:	preservation_grants_info@nps.gov

Questions and Requests pertaining to this Notice of Funding Opportunity shall be submitted to:

Name:	Lyndsey Alston
Address:	National Park Service, 1849 C Street, NW, MS 7360, Washington, DC 20240
Phone:	202-354-2020
E-mail:	preservation_grants_info@nps.gov

Section H: Other Information:

1. Program Information

The National Park Service's (NPS) FY2017 African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century.

AACR Grant awards are funded by the Historic Preservation Fund (HPF), and administered by the NPS. This competitive grant program provides grants to states, tribes, local governments (including Certified Local Governments), and nonprofits. Non-federal matching share is not required, but preference will be given to applications that show community commitment through non-federal match and partnership collaboration. Grants will fund a broad range of development projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation of structures.

General program information is available at the State, Tribal, Local, Plans & Grants Division website at www.nps.gov/stlpg

2. Proprietary and Personally Identifiable Information

a. Notice of Potential Disclosure under Freedom of Information Act
Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award. Applicants must identify any proprietary information within their applications.

b. Personally Identifiable Information
In responding to this NOFO, applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

> Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII:
PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII:
PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

3. Routine Notices to Applicants

a. Modification or Changes to the Notice of Funding Opportunity

Notices of any modifications to this NOFO will be posted on Grants.gov. You can receive an email when a modification or an announcement message is posted. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

b. Government Right to Reject or Negotiate

NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

c. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

d. Notice of Right to Conduct a Review of Financial Capability

NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

Appendix A –Forms Instructions

Many of the application forms are included as interactive forms on the Grants.gov application website. Your Indirect Cost Rate Agreement and SF-LLL needs to be uploaded through the "Attachments Form" which can be found in the Application Package. The Project Description Worksheet, Budget Justification Worksheet, National Register Eligibility Worksheet, and Project Images Worksheet must be downloaded from the Related Documents Tab, completed outside of Grants.gov, and uploaded as a PDFs to the "Attachments Form" which can be found in the Application Package on Grants.gov.

SF-424 (Application for Financial Assistance)
You will find instructions on how to fill out the SF-424 on Grants.gov. You must provide your ZIP Code + 4 and your DUNS Number must exactly match your SAM.gov registration

SF-424A (Non-Construction Budget)
You will find instructions on how to fill out the SF-424A on Grants.gov. The following are program-specific instructions to aid you in completing the form. Note: Matching share used under this grant is subject to all of the same Federal regulations and audit requirements as Federal share.

SECTION A - Budget Summary 1.e. Enter the total amount of Federal AACR grant award funds going toward Administration Costs. 1.f. AACR applicants are not required to commit matching share (applies to SECTION C as well); however, if matching share is included in the application, the amount of planned matching share must be reported in this field. 2.e. Enter the total amount of Federal AACR grant award funds going toward Operations Costs. 3 e. Enter the total amount of Federal AACR grant award funds going toward Contractors.

SECTION B - Budget Categories

1. **Column 1 - Administrative Costs**
2. Costs not related to specific AACR grant related activities, but rather related to general office administration or "overhead" activities such as:
    a. Formulating the grant budget
    b. Preparing audits
    c. Financial administration of the grant/payroll
    d. Property management.

    NOTE: No more than 25% of the entire budget may be applied towards administrative costs listed under Column 1, plus "indirect costs" listed under all three columns of line j.

3. **Column 2 - Operation Costs**
4. Costs related to specific AACR grant related activities. These are activities that directly contribute to the accomplishments of the applicant's responsibilities, such as:

a. Personnel/Payroll costs for work related to project goals
b. Equipment/supplies needed for specific projects
c. Travel expenses for goal-related meetings/conferences

5. **Column 3 - Contracts and Subgrants**
Costs paid through contracts and/or funds given as subgrants to entities other than applicant.

Some costs may be split between columns. For instance, if a staff person will spend time performing both "administrative work" and "operations work," their salary should be divided between the two columns 1 and 2 based on the percentage of time spent doing each type of work.

Object Class Category Definitions

1. Personnel. Direct employees of the applicant's staff. Please note, Tribal Elders providing consultation should go under "other costs."

2. Fringe Benefits. Compensation given in addition to direct wages or salaries, such as medical insurance, paid holidays, etc. This may not exceed what is typically awarded to other staff.

3. Travel. All costs related to travel. Costs must be based on the current Federal fiscal year's per diem and mileage rates.

4. Equipment: Tangible, non-construction, non-expendable personal property, charged directly to the award which has a useful life of more than one year and **an acquisition cost of $5,000 or more per unit**. All requests for equipment purchases must be submitted and approved by NPS prior to purchase. List all equipment included in budget in **(SECTION F)**

5. Supplies. Non-construction items costing less than $5,000 per unit that do not meet the definition of equipment.

6. Consultants/Subgrants. Individuals/businesses/organizations providing professional advice or services on the basis of a written agreement for a fee. All consultants must be competitively selected and qualifications approved by the NPS.

7. Construction. Construction includes all predevelopment work (plans, studies), construction equipment/supplies/materials/ labor and any other construction-related fees such as inspections, reviews, etc. The total amount in this line item will be further broken down on the SF424c, *Construction Budget Form*. Please skip the "Construction" portion of the SF-424A.

8. Other. All expenses that do not fit into any of the above categories such as stipends for Elder's time in consultations, and printing.

8. Indirect Charges: Indirect costs are eligible for reimbursement and must be based on the organization's approved indirect cost rate agreement. Indirect costs are costs that are not directly attributable to a specific project or grant. The total of all indirect costs plus all administration costs (Column 1) may not be more than 25% of the grant award.
    - If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal. If selecting use of 10% de minimus rate because of no prior negotiated indirect cost rate a De Minimis Indirect Cost Rate Certification must be submitted. Proposals that fail to document their indirect costs will have those costs disallowed. Indirect and direct administrative costs may not exceed 25% of the total project budget as defined in 54 USC 301 et seq.

10. Program Income. Gross income earned by a grantee that is directly generated by a grant supported activity, during the period of the grant agreement (or received by a contractor/subgrantee during the period of their HPF funded agreement).

SECTION C - Complete section only if matching share used (AACR applicants are not required to include matching share. If matching share is used, all matching share funds must comply with Federal, agency and program grant requirements including audit requirements.)

SECTION D and E - Fields 13 - 20 do not need to be completed.

SECTION F – Other Budget Information Fields 21 and 22 - Enter the total amount of Direct Charges and Indirect Charges. Field 23 - List all equipment planned for purchase under the grant.

SF-424B (Non-Construction Assurances)
This form must be signed and submitted with your application. You will find instructions on how to fill out the SF-424B on Grants.gov
SF-424C (Budget for Construction Programs)
The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement).

SF-424D (Assurances for Construction Programs)
This form must be signed and submitted with your application. You will find instructions on how to fill out the SF-424D on Grants.gov

If you need assistance in completing the forms, please contact NPS at: 202-354-2020 preservation_grants_info@nps.gov If you are having problems with Grants.gov, please contact them directly at 1-800-518-4726.

National Park Service FY 2017 African American Civil Rights Grant Program
Guidance for PRESERVATION PROJECTS

The National Park Service's (NPS) FY 2017 African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites related to the African American struggle to gain equal rights as citizens in the 20th Century. The NPS 2008 report, *Civil Rights in America, A Framework for Identifying Significant Sites,* will serve as the reference document in determining the appropriateness of proposed projects and properties.

AACR grants are funded by the Historic Preservation Fund (HPF), and administered by the NPS. This competitive grant program provides grants to states, tribes, local governments, and nonprofits. Non-federal matching share is not required, but preference will be given to applications that show community commitment through non-federal match and partnership collaboration. Grants will fund a broad range of preservation projects for historic sites including: architectural services, historic structure reports, preservation plans, and physical preservation work. If you are interested in applying for a history project, please see opportunity number P17AS00577.

This application guidance provides information on:

HOW TO APPLY
WHO IS ELIGIBLE
WHAT PROJECTS ARE FUNDED
- Pre-Preservation/Preservation Work
- Requirements Specific to Preservation

WHAT IS NOT FUNDED
REQUIREMENTS
CRITERIA
EVALUATION AND SELECTION PROCESS

If you have questions about the application, please contact the NPS at preservation_grants_info@nps.gov or 202-354-2020. If you have trouble with the Grants.gov system, please contact them directly at 1-800-513-4726.

HOW TO APPLY

Application packages **must** be submitted using Grants.gov (www.Grants.gov). Search in Grants.gov for Funding Opportunity #P17AS00578 under Catalogue of Federal Domestic Assistance (CFDA) number 15.904 or African American Civil Rights Grants. Awards are issued under Public Law 115-31. $12,610,000 is available for FY 2017 Civil Rights Grants to be awarded to history and preservation projects jointly.

If your project is funded, expect to begin work no sooner than **February 2018**. Please take this into consideration when creating a project timeline. Proposed projects should be completed within two to three years.

Detailed instructions for the application process are included below. For assistance with Grants.gov registration and/or technical issues, please contact their help desk at 1-800-513-4726.

Before you can apply:

- Ensure that Adobe Acrobat Reader is installed and updated on your computer so that you can register on all required federal sites.
- Ensure that your Sam.gov (System for Award Management) registration is complete and/or up-to-date. You **MUST have an up to date DUNS number to be able to apply.**
- Ensure that your registration with Grants.gov is complete and current.
- Registration on these sites can take 2-3 weeks, so please allow time.

All SF-424 series application forms are included as interactive forms on the Grants.gov application website; their site also includes instructions for these forms. Attach all other components to the "Attachments Form" in Grants.gov. Applications not received by the deadline and incomplete applications will not be considered. All forms and documents submitted MUST be in PDF format and should use Times New Roman font in size 10-12.

A complete application consists of:

- **SF-424 Application for Federal Assistance** (required)
- **SF-424A Non-Construction Budget** (required)
- **SF-424B Non-Construction Assurances** (required)
- **SF-424C Budget for Construction** (required)
- **SF-424D Construction Assurances** (required)
- **SF-LLL Disclosure of Lobbying Activities** (required if anticipated award is over $100,000)
- **Project Description Worksheet** (required)
- **Budget Justification Worksheet** (required)
- **National Register Eligibility Worksheet** (required)
- **Project Images Worksheet** Photographs of the community, historic site, museum property, downtown, or significant resource(s) involved in the project. Please ensure you include one current photo per elevation (side of building), as well as one current overall photo of the site at a minimum. Photos should show current conditions and immediate threat. Digital color or black and white photos are both accepted and may be uploaded into the worksheet. Photo credit should be included. (required)

- **Indirect Cost Rate Agreement** Copy of current agreement or De Minimis Indirect Cost Rate Certification indicating use of 10% de minimus rate because of no prior negotiated indirect cost rate. (if applicable)
- **Public-private partnership agreement or letter** (if applicable)

  Letters should demonstrate a commitment of resources to the project, either through cash funding, in-kind support, public participation or continued involvement during and after the project is complete. Only letters from partners directly involved in the project will be considered. Letters of support from partners must be included as part of the grant application package and will not be considered if sent separately. They should be addressed to Chief, State, Tribal, Local, Plans and Grants Division, NPS **only**.
- **Letter of permission to pursue grant project from Owner** (if applicable/different from applicant)
- **Proof of Non-profit Status** (if applicable/required for all nonprofits)

All application materials, including photographs, become the property of the National Park Service and may be reproduced by the NPS or its partner organizations without permission; appropriate credit will be given for any such use. Additional materials not specifically requested by NPS, and materials sent separately from the application, will be discarded.

WHO IS ELIGIBLE

- States and Territories.
- Federally-recognized Tribes, Alaska Natives and Native Hawaiian Organizations.
- Local Governments (including Certified Local Governments).
- Non-profit Organizations
- Note that HBCUs that do not have State or non-profit status should apply in partnership with eligible recipients listed above.
- African American Civil Rights grants from the HPF will NOT be awarded to NPS assets.

WHAT PROJECTS ARE FUNDED

PRESERVATION AND PRE- PRESERVATION PROJECTS (FOR HISTORY PROJECTS SEE OPPORTUNITY NUMBER P17AS00577)

The physical preservation of a property is often the most significant way to connect the public with its past and its cultural heritage while preserving that place for future generations. Applicants may apply for pre-preservation work alone, or as a part of a larger preservation project. Properties include historic districts, buildings, sites, structures, and objects.

- Preservation project grant applications must range from $75,000 to $500,000 in federal share, of which up to 10% may go toward pre-preservation costs such as architectural or engineering services.
- Grant applications limited to solely pre-preservation work must range from $15,000 - $50,000.

- Eligible costs include pre-preservation studies, architectural plans and specifications, historic structure reports, and the repair and rehabilitation of historic properties.

PRESERVATION PROJECTS

Preservation projects involve the physical repair of a property/site to result in continued preservation. This category includes activities such as repair of damaged roofing, windows, siding to secure the building envelope; structural reinforcement to an existing structure, or restoration of a site to the significant civil right period.

All work under this category must be carried out in compliance with the *Secretary of Interior's Standards for the Treatments of Historic Properties* and the *Secretary of Interior's Archeological Documentation Standards*. The *Treatment Standards* offer four distinct approaches to the treatment of historic properties – preservation, rehabilitation, restoration, and reconstruction. Grant funds may be used for all approaches **except reconstruction**.

- **Preservation** focuses on the maintenance, repair and replacement of existing historic materials and retention of the property's form as it has evolved over time.
- **Rehabilitation** acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character.
- **Restoration** aims to depict the form, features and character of a property as it appeared at a particular period of time by removing features from other periods in its history and reconstructing missing features from the restoration period.

PRE- PRESERVATION PROJECTS

Pre- Preservation projects must produce the necessary study and documentation that will lead to the future preservation of historic properties. This category includes activities such as building condition assessments, plans and specifications for building repair, stabilization of an archeological site, and historic structure reports.

REQUIREMENTS SPECIFIC TO PRESERVATION and PRE-PRESERVATION

Documentation of Eligibility

All grant proposals involving pre-preservation and preservation projects must include a completed National Register Eligibility Assessment Worksheet. To qualify, the property must be associated with the themes of the African American Civil Rights movement in the 20th Century as outlined in *Civil Rights in America, A Framework for Identifying Significant Sites* and meet one of the categories below:

- **Listed for association with African American Civil Rights**: Properties listed in the National Register of Historic Places (NRHP) at the national, state, or local level of significance, or designated as National Historic Landmarks for their association with African American civil rights in the 20th Century. This includes contributing resources inside the boundaries of listed historic districts.
- **Listed for other significance:** Sites listed in the National Register of Historic Places (NRHP) at the national, state, or local level of significance or designated as National Historic Landmarks, but not for association with African American civil rights in the 20th Century. The civil rights association has not been formally documented but has been evaluated as significant. This includes contributing resources within listed historic districts. Applicants in this category must include an update to the existing nomination.

- **Eligible for Listing:** Properties identified as potentially eligible for listing in the National Register of Historic Places (NRHP) at the national, state, or local level of significance for their association with African American civil rights in the 20th Century. Applicants in this category must include the preparation of a nomination as part of their project.
- Historic sites associated with active religious organizations (churches) are eligible to apply if one the above eligibility requirements can be met.

Preservation Covenant

Preservation Projects funded through the Historic Preservation Fund (HPF) require a preservation covenant/easement (covenants) be placed on the property for a specified amount of time based on the amount of federal funding involved in the project (see chart below).

Federal Assistance Amount	Time Requirement
$50,001 -- $100,000	15-year minimum
$100,001 and above	20-year minimum

Covenants must be registered with the deed and contain language legally protecting the property from unsympathetic changes or neglectful deterioration for the term of the covenant. In the event the property is sold, the requirements of the covenant pass to the new owner. The covenant must cover all interior and exterior portions of property located within the boundaries of the National Register nomination or draft nomination, or boundaries of the tax parcel as deemed appropriate by NPS.

Covenants are typically held by the State Historic Preservation Office in which the property is located, or by a local, state or national non-profit approved by NPS. Some organizations may require stricter requirements in the covenants they hold, such as the covenant being held in perpetuity, rather than for specific period of time. If the required covenant is not executed by the expiration of the grant agreement, the awarded federal funds must be returned to the NPS.

Section 106 and NEPA Compliance Requirements

Pre-preservation and preservation projects require NPS review of all proposed work for compliance with the *Secretary of the Interior's Standards for the Guidelines for Archeology & Historic Preservation*, with Section 106 of the National Historic Preservation Act (NHPA), and the National Environmental Policy Act (NEPA) prior to any work commencing.

- Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to consider the effects of federal impact on historic properties. Section 106 requires that NPS, as the federal agency responsible for the funding, review all proposed work to ensure that it will have "no adverse effect" on the historic property.
- Similarly, NEPA requires that federal agencies review all federally-funded work for potential environmental adverse effects.
- Applicants should allow no less than 3 months in their project timeline for NPS to complete the reviews described above. However, if potential adverse issues are identified, the review process could take longer.

WHAT IS NOT FUNDED

- Construction of new buildings.
- Acquisition of collections or historic sites.
- Conservation of collections, except as part of gathering oral history documentation.
- Long-term maintenance or curatorial work beyond the grant period.
- Reconstructing historic properties (recreating all or a significant portion that no longer exists).
- Moving historic properties or work to historic properties that have been moved and are no longer eligible for listing in the NRHP.
- Cash reserves, endowments, or revolving funds.
- Fund-raising costs.
- Work performed prior to announcement of award.
- Lobbying or advocacy activities.
- Costs for work already funded through other federal programs such as the Federal Historic Preservation Tax Incentives program.

REQUIREMENTS

- Non-federal matching share is not required for the Civil Rights Grant program but may be considered as part of the evaluation process. Non-federal match may be in the form of cash or donated time, services, or materials, but must be expended during the grant period. Match is considered part of the grant funding and is subject to all of the same requirements as the federal funds.
- Grant projects should be completed in 2 to 3 years.
- Personnel time and/or materials must be directly related to the grant project in order to be eligible costs charged to the grant award.
- Administrative costs, both direct and indirect, may not exceed 25% of the total project cost of both the federal grant award and any non-federal match per the National Historic Preservation Act.
- If your budget includes indirect costs, then you must include a copy of your federally-approved Indirect Cost Rate Agreement or De Minimis Indirect Cost Rate Certification indicating that you have never negotiated a rate and have chosen the 10% de minimis rate as specified in 2 CFR 200, *Uniform Administrative Requirements and Cost Principles for Federal Awards*, 2 CFR 200 Section 200.414 and 2 CFR Part 200, Appendix III through VII as applicable.
- Competitive selection of all consultants and contracting is required as stipulated in 2 CFR 200, *Uniform Administrative Requirements and Cost Principles for Federal Awards*.
- Do not assume that you may use a past employed consultant/contractor. If any consultant/contractor assists in the writing of your documents (grant application, RFP, bid, etc.) they are not eligible to compete.
- Maximum hourly wages charged to this grant for personnel and consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables for your location can be found on the Office of Personnel Management website: https://www.opm.gov.
- Budgeted travel costs must adhere to the federal mileage and per diem travel limits found at www.gsa.gov.

- Work must be conducted, supervised, reviewed, or verified by a person(s) from the appropriate discipline who meets the *Secretary of Interior's Professional Qualification Standards*.
- Document any proposed or potential partnerships or subgrants through a letter of support indicating the role of the partner/subgrant in the project
- If the applicant is not the owner of the property, they must include a letter or agreement from the owner granting the applicant permission to undertake the proposed work or project and stating that the owner will agree to place the required preservation covenant on the property during the course of the grant.

References for Requirement Guidance

- *Secretary of the Interior's Standards for the Treatment of Historic Properties*
- *Secretary of the Interior's Archeological Documentation Standards*
- NPS Technical Preservation Briefs – recommended methods and approaches for rehabilitating historic buildings.
- Citizen's Guide to Section 106 review
- NEPA review process
- Contact your State Historic Preservation Office
- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- www.nps.gov/stlpg

EVALUATION CRITERIA

Project descriptions must address, and applications will be rated on, each of the criteria listed below. NPS will evaluate and consider only complete applications that separately address each of the four criteria. You are required to provide a detailed narrative of these elements using the project information form.

1. Significance

Describe the historic resource(s) in the proposed project that played a role in the African American civil rights movement in the 20th Century. Describe the community and the historic resources affected by this project including its significance, whether listed in the National Register of Historic Places and/or designated at the state, tribal, or local level, and the story that its continued preservation tells. Integrity of the resource should also be discussed. Discuss how your project will help identify places seminal to the story of African American civil rights. (25 points)

2. Need/Urgency/Threat

Describe the need, urgency, and threat the project addresses and how the activities are necessary and will mitigate that threat. (25 points)

3. Feasibility

List and describe all tasks and their results. Discuss your timeline (located below) and budget justification (separate document) to show that costs are necessary, reasonable, and allowable. Demonstrate how you will successfully complete the project within the given timeframe (2-3 years) and with the given resources while meeting all federal requirement and guidelines. Briefly describe who will be involved in carrying out the project

and their qualifications, attach resumes/CVs as applicable. Describe ability to financial manage the project by answering the questions below. Documentation is not required with your application but may be requested post award. (25 points)

A. Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302?
B. If no, what mitigation measures are you proposing or do you already have in place?
C. Do you have a single audit and when was it submitted to the Audit Clearinghouse?
D. If no, do you have another type of audit or annual financial statement?

4. Sustainability

Describe the impacts of the project after completion, including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete. (25 points)

Please note: We do *not* have the staffing capacity to review draft applications, please contact us if you need further assistance.

EVALUATION & SELECTION PROCESS

Complete applications will be evaluated using the described criteria above. Reviewers' evaluations are based solely on the material provided in the application. Additional materials not specifically required by the application, and materials sent separately from the application, will not be considered.

AACR applications will be downloaded from Grants.gov to the NPS for review, evaluation, and selection of projects. Grant applications will undergo initial eligibility evaluation and internal review by NPS staff. The NPS will convene a panel of subject matter experts from federal agencies to rank applications and make funding recommendations to the Secretary of the Interior. The Secretary will make a final decision about grant awards, may consider the merit review recommendation, program policy factors (including past performance) and the amount of funds available. Announcement of selected grants is expected by the end of the 2017 calendar year. A summary of the review panel comments may be provided to the applicant if requested.

Merit Review of Application

Each criteria element will be scored on the following scale based on a total possible score of 100:

Description				
Criteria 1	Criteria 2	Criteria 3	Criteria 4	
25	25	25	25	Superior
20	20	20	20	Good
14	14	14	14	Satisfactory
10	10	10	10	Marginal
6	6	6	6	Poor
0	0	0	0	Not Acceptable

The scoring of each criterion is based on the strengths and weaknesses of the application narrative. To assist in assigning an appropriate score, the following will be used as a guideline:

Rating	Descriptive Statement
Superior	Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses.
Good	Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.
Satisfactory	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.
Marginal	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or significant minor weaknesses.
Poor	The likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.
Not Acceptable	Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements.

Discussions and Award

The NPS may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the recipient is capable of complying with the requirements of DOI Financial Assistance Regulations and/or (3) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the applicant.

The final award agreement will identify the amount of funding provided by NPS, any cost share provided by the Recipient, a detailed Statement of Work (SOW) for the project, a project plan and detailed project budget. The project budget shall include detailed information on all cost categories, and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors/sub-recipients. Additionally, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included. Cost categories can include but are not limited those costs items included on the SF424A and SF424C.

Evaluation of Recipient Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee performance and Integrity Information System (FAPIIS), and/or past performance on previous federal financial assistance awards. Negative information that leads to a recipient being designated as "Medium

Risk" or "High Risk" may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award.

Prior to making a federal award, any information about the applicant that is designated integrity and performance (currently FAPIIS) will be reviewed and considered (see 41 U.S.C. § 2313). Applicants may review and comment about any information about itself in FAPIIS. The federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgement about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2C.F. R. § 200.205.

Administrative and National Policy Requirements

Recipients of Financial Assistance from the National Park Service
Complete the mandatory forms and any applicable optional forms, in accordance with the instructions on the forms and the additional instructions below, as required by this Funding Opportunity Announcement. Do not include any proprietary or personally identifiable information. Agreements are not effective until fully executed with signature from the NPS Awarding Officer.

Applicants subject to EO 12372 must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process. The names and addresses of the SPOC's are listed in the OMB's home page at: http://www.whitehouse.gov/omb/grants_spoc/

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to:

1) only a portion of the application is selected for award;
2) the Government needs additional information to determine that the recipient is capable of complying with the requirements of DOI Financial Assistance Regulations; and/or
3) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the applicant.

Code of Federal Regulations (CFR)
By accepting Federal financial assistance, your organization agrees to abide by the applicable federal regulations in the expenditure of federal funds and performance under this program. These regulations are outlined, in part, in 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Additional Code of Federal Regulations/Regulatory Requirements, as applicable, are listed below (contact the Awarding Officer with any questions regarding the applicability of the following):

- 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- 2 CFR Part 182 & 1401 Government-wide Requirements for a Drug-Free Workplace
- 2 CFR Part 180 & 1400 Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR 18 New Restrictions on Lobbying

Standard Award Terms and Conditions
This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here. Acceptance of a Federal Financial Assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and

conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted and are subject to the terms and conditions incorporated either directly or by reference in the award document.

Special Terms and Conditions

Order of Precedence:

Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 CFR Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

Modifications:

The agreement may be modified by written agreement signed by both the recipient's Authorized Representative and the NPS Awarding Officer. Administrative changes (i.e. Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc. or otherwise affect the recipient may be signed unilaterally by the Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non- compliance, suspend or terminate the agreement in accordance with 2 CFR 200, Section 200.338 - 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

Payments

All applicants must be registered in the System for Awards Management (SAM) prior to award under this FOA. Instructions for registering for SAM are located at http://www.sam.gov/portal/public/SAM. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with and willing to process all payments through the Department of Treasury Automated Standard Application for Payments (ASAP) system. All recipients with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a recipient has multiple DUNS numbers, they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

Reporting

Financial Status Reports:

Report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF-425. Reports may be required quarterly, semi-annually or annually. The reporting requirements will be determined by the Awarding Officer and defined in the individual grant agreements.

The NPS Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Awarding Officer, recipients must ensure that the information submitted is accurate, complete, and consistent with the recipient's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

Performance Reports:
Recipients should expect to submit a **semi-annual** performance report to the NPS Awarding Officer and the Agreement Technical Representative detailing project activity and participant profile information. However, as noted above, reporting requirements will be determined by the Awarding Officer and defined in the Agreements. A final report will be due no more than 90 calendar days after the end date of the agreement.

Non-Compliance:
Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards.

Other Information
Modification or Changes to the Announcement
Notices of any modifications to this announcement will be posted on Grants.gov. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

Government Right to Reject or Negotiate
NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

Notice of Potential Disclosure under Freedom of Information Act
Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award.

Evaluation and Administration by Non-Federal Personnel
In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers; however this is not anticipated for awards under this announcement. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

Notice of Right to Conduct a Review of Financial Capability
NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

Personally Identifiable Information

In responding to this Announcement, Applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII: PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials. Protected PII: PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Mandatory Reading:

Grants.gov SF-424 Series Instructions: https://www.grants.gov/web/grants/form-instructions.html

Grants.gov Online User Guide: https://www.grants.gov/help/html/help/Get_Started/Get_Started.htm

Grants.gov Applicant Training: https://www.grants.gov/web/grants/applicants/applicant-tools-and-tips.html

Grants.gov Support: https://www.grants.gov/web/grants/support.html

African American Civil Rights Application Project Description Worksheet

This worksheet is to be used as a supplement to the Application for Federal Assistance.

1.Project Title:

2.Applicant Name:

Applicant Type:

3.Have you received a Historic Preservation Fund Grant (HPF) in the past? Yes ◯ No ◉

If yes, list 3 most recent. HPF grants include: Save America's Treasures Grants, Preserve America Grants, annual SHPO/THPO Program Grants, Certified Local Government, Historic Black Colleges & Universities, Disaster Relief, and Underrepresented Community Grants.

4.Amount requested and any matching share if provided:

Federal Share

Non Federal Match(optional)

Total $ 0.00

5.Type of Project:

6. Project Summary

Briefly describe what you want to accomplish with your project, including your primary objectives and results. This should function as an overview of the scope of work for your project. (250 words)

7. Project Description

Address the criteria as described in the Civil Rights Grant guidance. Each section should not exceed the size of the text box provided, about 1200 words.

Significance:

Describe the historic resource(s) in the proposed project that played a role in the African American civil rights movement in the 20th Century. Describe the community and the historic resources affected by this project including its significance, whether listed in the National Register of Historic Places and/or designated at the state, tribal, or local level, and the story that its continued preservation tells. Integrity of the resource should also be discussed. Discuss how your project will help identify places seminal to the story of African American civil rights. (25 points)

Need/Urgency/Threat:

Describe the need, urgency, and threat the project addresses and how the activities are necessary and will mitigate that threat. (25 points)

Feasibility:

List and describe all tasks and their results. Discuss your time line (located below) and budget justification (separate document) to show that costs are necessary, reasonable, and allowable. Demonstrate how you will successfully complete the project within the given time frame (2-3 years) and with the given resources while meeting all federal requirement and guidelines. Briefly describe who will be involved in the project and their qualifications, attach resumes/CVs as applicable. Financial management: Please answer the questions below. Documentation is not required with your application but may be requested post award.

A. *Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302?*

B *If no, what mitigation measures are you proposing or do you already have in place?*

C. *Do you have a single audit and when was it submitted to the Audit Clearinghouse?*

D. *If no, do you have another type of audit or annual financial statement? (25 points)*

Sustainability:

Describe the impacts of the project after completion, including long lasting effects. Describe the public-private partnerships and community engagement involved in the project and how these partnerships will sustain and continue to support the resource(s) after the grant project is complete. (25 points)

Time Line:

In the space below, please provide an estimated time line for your project with as much detail as you feel is necessary.
For example: "Month 1: Planning Month 2: Research Months 3-7: Construction work" Specific dates are not required.

Project Image Form for National Park Service Grants

Please read instructions prior to completing this form. Each image must be limited to a maximum file size of 300 KB and a maximum resolution of 1600 x 1200.

Please attach image 1 here.

Image 1 Label	

Please attach image 2 here.

Image 2 Label	

Project Image Attachment Form for National Park Service Grants

Please attach image 3 here.

Image 3 Label

Please attach image 4 here.

Image 4 Label

Project Image Attachment Form for National Park Service Grants

Please attach image 5 here.

Image 5 Label

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Project Image Attachment Form for National Park Service Grants

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Project Image Attachment Form for National Park Service Grants

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Project Image Attachment Form for National Park Service Grants

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Please attach image 20 here.

Image 20 Label	

Budget Justification Worksheet

African American Civil Rights Grants

1. Personnel. Provide the names and titles of principal project personnel. Please note that grant funds may not be used to pay Federal employee salaries, nor may Federal salaries be used as match/cost share.

Name/Title of Personnel	% of Time	Annual Salary	Federal Grant Funds	Match/Cost Share	Total
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
		SUBTOTAL	0	0	0

2. Fringe Benefits. If more than one rate is used, list each rate and salary base. Rates are based on the percent of time spent working on this project.

Name/Title of Personnel	Rate	Charged Salary	Federal Grant Funds	Match/Cost Share	Total
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
		SUBTOTAL	0	0	0

3. Consultant Fees. Include payments for professional and technical consultants participating in the project.

Type of Consultant	Flat Rate	No. of Days	Daily Rate	Federal Grant Funds	Match/Cost Share	Total
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
			SUBTOTAL	0	0	0

4. Travel and Per Diem. Indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs. Lodging and per diem must be based on government rates which can be found at http://www.gsa.gov/.

From/To	No. of People	No. of Days	Daily Lodging & Per Diem	Transportation Costs Per Person	Federal Grant Funds	Match/Cost Share	Total
							0
							0
							0
							0
							0
							0
							0
							0
				SUBTOTAL	0	0	0

5. Supplies and Materials. Include consumable supplies and materials to be used in the project and any items of expendable equipment, i.e., equipment costing less than $5,000 or with an estimated useful life of less than two years. Items costing more than that should be listed in "**Equipment.**"

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

6. Equipment. List all equipment items in excess of $5,000. Items worth less than $5,000 or that have a useful life of less than two years must be listed in "**Supplies and Materials.**"

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

7. Construction/Conservation Materials and Labor. Itemize by work elements (for example, "repair roof," "underpin foundation"). "Lump sum" amounts must be broken into specific work components to be funded by the grant.

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

8. Other Costs. Include items not previously listed. Please note that "miscellaneous" and "contingency fees" are not eligible budget items.

Item	Cost	Federal Grant Funds	Match/Cost Share	Total
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	SUBTOTAL	0	0	0

What are the sources of the non-federal match? List the secured sources and amounts of the required dollar-for-dollar non-Federal match, which can be cash, donated services, or use of equipment All non-Federal match must be used during the grant period to execute the project. If the match is not secured, detail how it will be raised below.

*Secured Match	*Unsecured Match

Notes:

Non-Federal Applicants Only

Please state the organization's non-Federal operating budget for the most recently completed fiscal year:

Year: _____ Non-Federal Budget: _____

BUDGET SUMMARY	Federal Grant Funds	Match/Cost Share	Total
1. Personnel	0	0	0
2. Fringe Benefits	0	0	0
3. Consultant Fees	0	0	0
4. Travel and Per Diem	0	0	0
5. Supplies and Materials	0	0	0
6. Equipment	0	0	0
7. Construction/Conservation Materials and Labor	0	0	0
8. Other Costs	0	0	0
Total Project Costs	0	0	0

FY 2017 DE MINIMIS INDIRECT COST RATE CERTIFICATION

Grantee Name:		
EIN:	**DUNS:**	
Effective Fiscal Year(s):		
Name of Authorized Chief Financial Officer (or equivalent):		
Address:		
Email:	Phone Number:	

CERTIFICATION OF ELIGIBILITY:

I, the undersigned, certify that our organization is eligible to use the 10% de minimis indirect cost rate as we have:

1. Never received a negotiated indirect cost rate.
2. Received less than $35 million in direct federal funding for the fiscal year requested and each fiscal year thereafter.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our organization has a financial management system that accumulates and segregates direct costs from indirect **costs** and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR Part 200).

I certify that our organization's financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g.: labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR Part 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

I also certify that the types of records that are used to support the existence of these attributes include the following:

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g. invoices, canceled checks).
- Accounting policy and procedure manuals specific to the organization

Finally, I understand:

1. The de minimis rate of 10% is to be applied to modified total direct costs which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first $25,000 of each subaward or subcontract (regardless of the period of performance of the subawards under the award). Modified total direct cost excludes equipment, capital expenditures, rental costs, and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

2. Costs must be consistently charged as either indirect or direct but may not be double charged or inconsistently charged as both.

3. The proper use and application of the de minimis rate is the responsibility of our organization and the National Park Service and its representatives may perform an audit on our organization to ensure compliance with 2 CFR Part 200. If it is determined we are inconsistently charging costs, or not in compliance with 2 CFR Part 200 we may be required to reimburse the Federal government for any identified overbillings.

4. Our organization's schedule of expenditures of federal awards must include a note on whether it elected to use the 10% de minimis cost rate in accordance with 2 CFR 200 Part 200.510(b)(6).

I declare that the foregoing is true and correct.

Signature of Authorized CFO (or equivalent): _____ Date: _____

Print Name & Title: _____

NATIONAL REGISTER ELIGIBILITY ASSESSMENT WORKSHEET
AFRICAN AMERICAN CIVIL RIGHTS GRANTS

Instructions: For grant proposals involving Preservation Projects (pre-preservation preparation of architectural plans and specifications, historic structure reports, and feasibility studies; as well as direct building repair and rehabilitation projects) all applicants must complete this form. To qualify, National Register eligibility must be directly associated with the African American Civil Rights movement in the 20th Century, as outlined in Civil Rights in America, A Framework for Identifying Significant Sites (NPS, 2008). Photos, maps, or inventory forms may be provided to support the eligibility assessment. Applicants are encouraged to consult with their respective State or Tribal Historic Preservation Office early in the process for additional eligibility evaluation guidance.

1. Property Name

Street 1

Street 2

City

County

State

ZIP Code

Name of Historic District (if applicable)

National Register Information System Number (if known)

2.Description of physical appearance

Provide brief description of property and/or district, including features directly associated with Civil Rights activities.

Date of Building (mm/dd/yyyy)

Date(s) of Alteration(s), if Applicable(mm/dd/yyyy)

08/16/2016

Description of Physical Appearance (Attach additional forms if needed)

3. Statement of Significance

Provide brief statement justifying the significance of the building and/or district in association with the Civil Rights movement in the 20th Century and the dates of any specific events. If previously determined eligible note type of survey and dates. (Attach additional forms if needed)

4. Eligibility Certification (check one)

☐ Property individually listed in the National Register of Historic Places or as a National Historic Landmark (NHL) for 20th century African American civil rights significance.

Name of individual listing

Date of Listing(mm/dd/yyyy)

☐ Contributing resource to a National Register or National Historic Landmark Historic District for 20th century African American civil rights significance.

Name of District

Date of Listing (mm/dd/yyyy)

☐ Preliminary determination that a property individually listed in the National Register or as an NHL contributes to the potential civil rights significance of the site, though currently not listed for that association.

Name of individual listing

Date of Listing (mm/dd/yyyy)

☐ Preliminary determination that a property within a National Register or NHL Historic District contributes to the potential civil rights significance of the district, though currently not listed for that association.

Name of district

Date of Listing (mm/dd/yyyy)

☐ Preliminary determination that a property is potentially eligible for listing in the National Register for association with 20th century African American civil rights.

Name of site

Source/date of determination of eligibility (mm/dd/yyyy)

☐ Preliminary determination that a property within a potential National Register historic district contributes to the 20th century African American civil rights significance.

Name of district

Source/date of determination of eligibility (mm/dd/yyyy)

Legislation Details (With Text)

File #:	17-333	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Multi-Year Contract
File created:	7/25/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	

Title: Award Bid # B-18-03-COC, Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreements with Allied Universal Corp., Miami, Florida, Cheney Lime & Cement Co., Jacksonville, Florida, Harcros Chemicals, Inc., Tampa, Florida, Kemira Water Solutions, Inc., Lawrence, Kansas, Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas USA LLC, South Region, Lawrenceville, Georgia; To Approve the Second Amendment to Purchase Agreement with Brenntag Mid-South, Orlando, Florida, at same rates, terms and conditions, and Tronox Alkali Wyoming Corp, Philadelphia, PA, with revised rates; 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 June 16, 2017 through June 15, 2018, for the purchase of Liquid Oxygen; Pending Approval of the 2018 Budget. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
B-18-03-COC Bid Tab Sheet.pdf
Bid Award Cover Memo
B-18-03-COC Wisprofloc Bids.pdf
B-17-04-COC Bid-Allied.pdf
B-17-04-COC Ltr to Cheney re extension offer.pdf
Co op Agmt with Melbourne Airgas.pdf
B-16-19-COC Bid Airgas USA.pdf
B-16-19-COC Bid-Harcros.pdf
B-16-19-COC Bid-Kemira.pdf
B-16-19-COC Bid-Tanner.pdf
B-17-04-COC 3-mo extension - Cheney.pdf
B-15-25-COC Bid Brenntag.pdf
B-15-25-COC Bid Tronox with Exhibit A .pdf
CHEMICALS FY2018 - No Miscellaneous.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 27, 2017
Agenda Date: September 26, 2017
Prepared By: Joyce Williams, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid # B-18-03-COC, Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreements with Allied Universal Corp., Miami, Florida, Cheney Lime

& Cement Co., Jacksonville, Florida, Harcros Chemicals, Inc., Tampa, Florida, Kemira Water Solutions, Inc., Lawrence, Kansas, Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas USA LLC, South Region, Lawrenceville, Georgia; To Approve the Second Amendment to Purchase Agreement with Brenntag Mid-South, Orlando, Florida, at same rates, terms and conditions, and Tronox Alkali Wyoming Corp, Philadelphia, PA, with revised rates; 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 June 16, 2017 through June 15, 2018, for the purchase of Liquid Oxygen; Pending Approval of the 2018 Budget

BACKGROUND:

On July 24, 2017, Purchasing sent out 537 invitations and notifications to bid and received one (1) response from plan holders. Staff requests City Council approve Bid B-18-03-COC, with Tropichem, Palm Beach Gardens, Florida, for the purchase of Wisprofloc-N-Starch. Attached is Exhibit A and Bid B-18-03COC.

Bid B-17-04-COC is for 1st Amendment to Purchase Agreement to Allied Universal Corp, Miami, Florida, for Bid 17-04-CC, at same rate, terms and conditions. Attached is Exhibit A and Bid B-17-04-COC.

Bid B-16-19-COC is for 1st Amendment to Purchase Agreement to Cheney Lime and Cement Co., Jacksonville, Florida, to purchase Quick Lime. Due to railroad transport issues, Cheney Lime and Cement Co., is extending services for 3 months, ending on December 31, 2017. Attached is Exhibit A, and Bid B-16-19-COC.

Bid B-16-19-COC is for 1st Amendment to Purchase Agreement to Harcros Chemicals, Inc., Tampa, Florida, to purchase Hydrofluosilic Acid. Attached is Exhibit A and Bid B-16-19-COC.

Bid B-16-19-COC is for 1st Amendment to Purchase Agreement, to Kemira Water Solutions, Inc., Lawrence, Kansas, to purchase Ferric Sulfate. Attached is Exhibit A and Bid B-16-19-COC.

Bid B-16-19-COC is for 1st Amendment to Purchase Agreement to Tanner Industries, Inc., Southhampton, Pennsylvania, to purchase Anhydrous Ammonia. Attached is Exhibit A and Bid 16-19-COC.

Bid B-16-19-COC is for 1st Amendment to Purchase Agreement to Airgas USA, LLC South Region, Lawrenceville, Georgia, for the purchase of Carbon Dioxide for both the Dyal Water Treatment Plant and the Sellers Water Reclamation Facility. Attached is Exhibit A and Bid B-16-19-COC.

The Cooperative Purchase Agreement with City of Melbourne for Airgas USA, LLC, was approved June 16, 2016. This is the 2nd and Final Amendment for the purchase of Liquid Oxygen. Attached is the approved Amendment and Cooperative Purchase Agreement.

Bid B-15-25-COC is for 2nd and Final Amendment to Purchase Agreement with Brenntag Mid-South, Orlando, Florida, at same rates, terms and conditions, and to Tronox Alkali Wyoming Corp, Philadelphia, Pennsylvania, with revised rates. Attached is Second Amendment Exhibit A with rate adjustment and Bid B-15-25-COC.

Staff is recommending the approval of the above listed bids for the purpose of providing chemicals

for the Dyal Water Treatment Plant for FY2018.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$2,990,983
Account Number	421-4020-536.52-09 - $2,878,983 420-4120-536.52-09 - $ 112,000

Wisprofloc-N-Starch	$141,414	DYCH07
Sodium Hypochlorite	$261,000	DYCH01
Quick Lime Pebble	$955,193	DYCH02
Hydrofluosilic Acid	$63,360	DYCH03
Ferric Sulfate	$540,670	DYCH04
Anhydrous Ammonia	$79,481	DYCH05
Carbon Dioxide	$141,888	DYCH06
Liquid Oxygen	$94,587	DYCH11
Liquid Chlorine	$132,675	DYCH08
Soda Ash	$580,715	DYCH09

PREVIOUS ACTION:

On January 10, 2017, City Council approved Bid# B-17-04-COC to Allied Universal Corporation, Miami, Florida, for the purchase of water treatment chemicals.

On August 11, 2016, City Council approved Bid # B-16-19-COC to Cheney Lime & Cement Co., Jacksonville, Florida; Harcros Chemicals, Inc., Tampa, Florida; Kemira Water Solutions, Inc., Lawrence, Kansas; Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas, USA, LLC - South Region, Lawrenceville, Georgia.

On November 10, 2015, City Council approved Bid# B-15-25-COC to Brenntag Mid-South, Inc., Orlando, Florida and Tronox Alkali Wyoming Co, Philadelphia, Pennsylvania, for the purchase of Liquid Chlorine and Soda Ash.

RECOMMENDED MOTION:

To Award Bid # B-18-03-COC, Tropichem Enterprises, Palm Beach Gardens, Florida; To Approve the First Amendment to Purchase Agreements with Allied Universal Corp., Miami, Florida, Cheney Lime & Cement Co., Jacksonville, Florida, Harcros Chemicals, Inc., Tampa, Florida, Kemira Water

Solutions, Inc., Lawrence, Kansas, Tanner Industries, Inc., Southhampton, Pennsylvania; and Airgas USA LLC, South Region, Lawrenceville, Georgia; To Approve the Second Amendment to Purchase Agreement with Brenntag Mid-South, Orlando, Florida, at same rates, terms and conditions, and Tronox Alkali Wyoming Corp, Philadelphia, PA, with revised rates; 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 June 16, 2017 through June 15, 2018, for the purchase of Liquid Oxygen, Pending the Approval of the FY2018 Budget.

powered by Legistar™

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, August 24, 2017

BID NUMBER: B-18-03-COC Wisprofloc Starch

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 Base Bid Per Ton	00300 Bid Form Total Extended Base Bid (Approx 40 tons)	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00650 Certificate of Liability Insurance
Tropichem 2042 Keystone Dr. S. Suite A Jupiter, FL 33458	Y	NA	Y	Y	Y	$5,200,00 (Orders of 1 ton or greater) $5,500.00 (Orders of less than 1 ton)	$208,000.00	NA	Y	Y	Y	NA	Y	Y	Y	Y

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: David Fisher, Dyal Plant Superintendent/Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 8/24/17

Re: **Bid #B-18-03-COC, Wisprofloc Starch**

Bids for the subject offering were opened on August 24, 2017 at 3:00 p.m. Purchasing sent out five hundred thirty-seven (537) invitations and notifications to bid and received one (1) response from eight (8) plan holders.

THE APPARENT LOW BIDDER IS Tropichem Enterprises of Jupiter, FL

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: David Fisher, Dyal Plant Superintendent/Project Manager

From: Sonja Suarez, Purchasing Manager

Date: 8/24/17

Re: **Bid #B-18-03-COC, Wisprofloc Starch**

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- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-17-04-COC

This FIRST Amendment to the purchase agreement for **Sodium Hypochlorite** is made and entered into as of July 20, 2017 by and between the **City of Cocoa** and **Allied Universal Corporation, 3901 NW 115 Avenue, Miami, Florida 33178.**

The agreement entered into on November 23, 2016, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

ALLIED UNIVERSAL CORPORATION

By: Cristhianne Munguia
(Name) Printed

Bid Coordinator
(Title)

Signature 7-28-17 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

Finance Department – Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

August 22, 2017

Cheney Lime & Cement Co.
PO BOX 160
Allgood, AL 35013
Attn: Alton W. Allen, Sales Representative

Reference: BID # B-16-19-COC, Quick Lime

Dear Mr. Allen:

After further discussion with David Fisher, Superintendent Dyal Water Treatment Plant, he has decided to accept the offer of extension for three (3) months, as outlined in your letter sent on August 3, 2017 because of the uncertainty of railroad services at this time. The contract for **Quick Lime** expires on September 30, 2017. The City of Cocoa would like to extend the contract for the 1st of 2 renewal options available under the contract terms, for an additional three (3) months at the same rate as stated in the original contract documents through 12/31/2017. Should you elected not to extend the rate further than 12/31/2017 a thirty (30) day written notice will allow for preparation for moving forward.

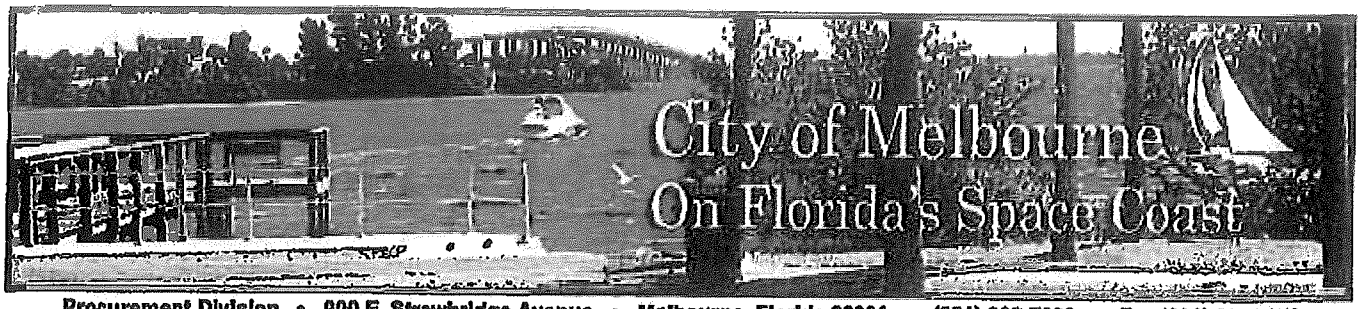
Should you have any questions, or require additional information, or your company chooses not to renew at this time please contact Tammy Eastburn at 321-433-8775 or teastburn@cocoafl.org. Please return the **ORIGINAL** Amendment to Purchase Agreement form to the address listed above no later than **August 29, 2017** to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Tammy Eastburn
Procurement Card Coordinator

c: David Fisher, Superintendent Dyal Water Treatment Plant

Enclosure



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR GOODS-
Liquid Oxygen

THIS PURCHASE AGREEMENT FOR GOODS (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the CITY, and Air Liquide Industrial U.S. LP, a Delaware corporation, whose principal address is 2700 Post Oak Blvd., Suite 325, Houston, TX, 77056, hereinafter referred to as the VENDOR.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division Karen Smith, Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 ksmith@melbourneflorida.org P:321-608-7091/F:321-608-7070	**Water Production** Fred Davis, Superintendent 6055 Lake Washington Road Melbourne, FL 32934 fdavis@melbourneflorida.org P:321-255-4622/F:321-255-4636	**Air Liquide Industrial U.S. LP** Amy Waszczak, National Municipal Business Rep. 5220 East Avenue Countryside, IL 60525 amy.waszczak@airliquide.com P: 708-579-7977/F: 708-579-7933

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services
  - ☒ Exhibit A1. Product Description and Statement of Work
  - ☒ Exhibit A2. Performance Standards
  - ☐ Exhibit A3. Maintenance Agreement
  - ☒ Exhibit A4. Price
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Bid Specifications
  - ☒ Exhibit D1: Invitation for Bid # ITB-03-053-0-2016/KS, as modified by addenda (the "Bid")
  - ☐ Exhibit D2: Request for Proposal # _____, as modified by addenda (the "RFP")
  - ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated May 3, 2016 but only to the extent responsive to CITY's ITB (the "Bid")

CITY may purchase and VENDOR shall sell the Goods as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract consisting of the documents marked above as Exhibits and incorporated herein by reference. This Contract commences on June 17, 2016 (the "Commencement Date") and expires on June 16, 2017 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to three (12) month terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Michael A. McNees — Date 6-17-16
City Manager

ATTEST: _____
~~Cathleen A. Wysor, City Clerk~~
Kevin McKeown
~~Assistant City Clerk~~

CONTRACTOR:

Air Liquide Industrial U.S. LP
a Delaware Corporation

Signature — Date 4/29/16
Name: Robert Simmons
Title: Regional Manager

City Use Only
Initial Method of Procurement (mark):
- ☒ ITB # 03-053-0-2016/KS
- ☐ RFP # _____
- ☐ Exception: _____

Commencement Date: _____ **
** Note: But effective no earlier than last of the parties to execute
Expiration Date:
Renewal: ☐ No ☒ Yes: 3 times ☐ Not Applicable
Council Approval Date:

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS

1. DEFINITIONS
A. "Goods" means the goods which VENDOR is to provide to CITY as set forth on Exhibit A1. Custom Goods are Goods manufactured to CITY's specifications solely for CITY and offered or sold to no other customer. Any Goods which are custom made for CITY shall be indicated by an asterisk (*) on Exhibit A1.
B. "Purchase Order" is CITY's document setting forth specific line item for Goods ordered and Order information.
C. "Order" means CITY's authorization to ship in accordance with the CITY's Purchase Order, and authorizing VENDOR to ship a definite quantity of Goods as requested by the CITY.
D. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT
The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date shall be the date of the last of the parties to sign the Contract or the Commencement Date, whichever date shall occur later.

3. PRICING
A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract.
B. The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.
C. In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.
D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.
F. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to VENDOR. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
G. CITY reserves the right to have VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT
A. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s). Original invoices or packing lists shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Goods, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Seller must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
B. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
E. No payments shall be made in advance of acceptance of delivery of Goods nor for Goods not covered under this Contract nor for Goods not acceptable to CITY.
F. VENDOR agrees to invoice CITY no later than sixty (60) days after shipment of Goods. CITY will not be obligated to make payment against any invoices submitted after such period.
G. Payment by the CITY shall be subject to approval and acceptance of Goods by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION - All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Goods provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Goods covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. NON-EXCLUSIVITY- The right to provide the Goods, commodities and services, which will be granted under the Agreement, shall not be exclusive. The City reserves the right to competitively bid any item on this Contract from another supplier when it is in the best interest of CITY.

7. TERMINATION
A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to VENDOR.
B. CITY may terminate this Contract upon written notice to VENDOR in the event VENDOR defaults on any of the terms and conditions of this Contract and such failure continues for a period

of fifteen (15) days following notice from CITY specifying the default.

C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing VENDOR with notice of default or an opportunity to cure, if CITY determines that VENDOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to VENDOR but without an opportunity to cure if CITY determines VENDOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of VENDOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to VENDOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.

E. Upon receipt of such notice of termination, VENDOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Goods and/or Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.

F. There shall be no charges for termination of orders for Goods. Notwithstanding anything to the contrary, VENDOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by VENDOR's vendors or subcontractors after VENDOR receives the notice, nor for any costs VENDOR could reasonably have avoided.

G. Notwithstanding anything else in this Contract, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow CITY to terminate the order for the Goods and/or any subsequent Orders in the Purchase Order without any liability whether the Purchase Order was for standard or custom Goods.

8. FORE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, VENDOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. DELIVERY, INDIVIDUAL ORDERS AND SCHEDULING

A. Any forecasts provided by CITY are for planning purposes only and do not constitute an individual Order or other commitment by CITY.

B. VENDOR shall notify CITY in writing within two (2) business days of receipt of CITY's Purchase Order or individual Order, as the case may be, if VENDOR is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Order terms.

C. VENDOR shall deliver Goods per the Order as requested by the CITY and CITY may return non-conforming shipments at VENDOR's risk and expense.

D. CITY may reschedule or cancel any Order in whole or in part prior to the Order date at no additional charge.

E. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.

F. CITY shall have no obligation with respect to the purchase of Goods under this Contract until such Goods are specified in an issued Purchase Order which contains specific Order dates for specific Goods.

G. If for any reason VENDOR discontinues the manufacture of any Good during the term of this Contract or within one (1) year after the final delivery under this Contract, VENDOR shall give CITY at least ninety (90) days prior written notice of such Good discontinuance, during which time CITY shall have the option to place a final Order for such Goods for delivery to CITY within an agreed upon period. If any warranty return claims are made for such discontinued Goods, then such returns will be subject to the warranty provisions in Paragraph 10.

H. VENDOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment sufficient in number, condition and capacity to efficiently perform the work and provide the Goods required by this Contract.

10. ACCEPTANCE AND WARRANTY

A. CITY may inspect and test all Goods at reasonable times in such manner as shall not unreasonably hinder or delay VENDOR's performance. All Goods shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at VENDOR's premises or any prior payment for such Goods. Goods rejected by CITY as not conforming to this Contract or Good specifications, whether provided by CITY or furnished with the Good, may be returned to VENDOR at VENDOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

B. VENDOR makes the following warranties regarding Goods furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:

(i) Goods will not infringe any party's intellectual property rights;

(ii) VENDOR has the necessary right, title, and interest to provide said Goods to CITY, and the Goods will be free of liens and encumbrances;

(iii) Goods are new, and of the grade and quality specified;

(iv) Goods are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by VENDOR, and to any other agreed-to specifications; and

(v) Goods conform to the manufacturing quality provisions set forth in Exhibit A2.

C. If VENDOR breaches any of the foregoing warranties, or Goods are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Goods, VENDOR shall, at CITY's option, promptly repair, replace, or refund the amount paid for such Goods, and shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. VENDOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Goods while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA

A. VENDOR shall not modify the specifications for Goods without CITY's written consent. VENDOR shall notify CITY at least ninety (90) days in advance of any changes in the manufacturing process.

B. VENDOR shall cooperate with CITY to provide configuration control and traceability systems for Goods supplied hereunder.

C. VENDOR shall provide CITY with a list of such modifications for each Good and shall promptly notify CITY in writing of any new modifications with respect to the Goods.

12. PACKING AND SHIPMENT

A. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

B. Title and risk of loss shall pass to CITY upon delivery of Goods to CITY's delivery station. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. VENDOR shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the names of the CITY and VENDOR. VENDOR shall ship only the quantity of Goods specified in the Order. CITY may return at VENDOR's expense any Goods in excess of the quantity stated in the Order.

C. All prices shall be based on delivery F.O.B. Destination prepaid and allowed with all charges prepaid to the actual point of delivery and inside delivery. Inspection and acceptance will be at destination unless otherwise stipulated. Title/risk of loss of

damage to all items shall be the responsibility of VENDOR until delivery is verified by the CITY.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become CITY's property; (ii) be used by VENDOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at VENDOR's expense; and (v) be shipped to CITY promptly on demand.

B. VENDOR shall insure CITY's property and be liable for loss or damage while in VENDOR's possession or control, ordinary wear and tear excepted.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

VENDOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Goods. CITY shall notify VENDOR of such claim or demand. If an injunction issues as a result of any such claim or action, VENDOR agrees at its expense and CITY's option to either: (i) procure the right to continue using Goods; (ii) replace them with non-infringing Goods; (iii) modify them so they become non-infringing; or (iv) refund to CITY the amount paid for any Goods returned to VENDOR or destroyed. This indemnification shall not apply to the extent custom Goods are manufactured to CITY's detailed design.

15. GENERAL INDEMNIFICATION

VENDOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) VENDOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by VENDOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Goods. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

16. COMPLIANCE WITH LAWS

A. VENDOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Goods and/or the performance of services in the course of this Contract. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.

B. VENDOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.

C. VENDOR represents and warrants that the Goods supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, VENDOR shall provide copies of VENDOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of VENDOR's subcontractors for the past twenty-four (24) months.

D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). VENDOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

E. VENDOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

F. VENDOR shall maintain, for the duration of the Agreement, all valid licenses and certificates required for the performance of work and provision of Goods.

G. Subject to Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation and their progeny, this sub-paragraph applies to any contract for goods or services of $1 million or more. VENDOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. CITY may terminate this Contract at the CITY's option if VENDOR is found to have submitted a false certification as provided under subsection (5) of § 287.135, Fla. Stat., as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in §287.135, Fla. Stat. , as may be amended or revised.

H. Failure to comply with this Paragraph shall be considered a breach of contract.

17. RETENTION AND AUDIT

A. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, VENDOR agrees to retain public records, and upon request provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.,

B. The City reserves the right to audit the records of VENDOR for the Goods and/or services provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, VENDOR agrees to submit to an audit by an independent certified public accountant selected by CITY. VENDOR shall allow CITY to inspect, examine and review the records of VENDOR in relation to this Contract at any and all times during normal business hours during the term of this Contract.

18. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Contract contains the entire understanding between CITY and VENDOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in VENDOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. VENDOR shall not substitute the Goods.

C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:

- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
- Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
- Third, these "Standard Terms and Conditions of Purchase Agreement – Goods" identified as Exhibit A to the Contract
- Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting Addenda and VENDOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.

D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.

19. DISPUTES
In case of dispute arising under this Contract between the parties, the decision of the City of Melbourne shall be final and binding of both parties.

20. ASSIGNMENT; SUBCONTRACTORS
VENDOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should VENDOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by VENDOR and CITY and subject to with the same degree of formality evidenced in the Agreement. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of VENDOR. VENDOR will be fully responsible to CITY for the acts and omissions of the VENDOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the City.

21. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES
CITY encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

22. APPLICABLE LAW
This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

23. HEADINGS
The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

24. SURVIVAL
The provisions of Paragraph: 1, 10, 13, 14, 15, 17, 18, 19, 22, 23, 24, Exhibit A1, Exhibit A2, Exhibit A3, (except for Technical Support which expires or terminates) will survive any termination or expiration of this Contract.

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EXHIBIT A1

PRODUCT DESCRIPTION AND STATEMENT OF WORK

The Goods purchased are a commodity and are not custom-made for the CITY.

VENDOR shall furnish and deliver all Goods set forth herein in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

VENDOR shall provide Liquid Oxygen on an as-needed basis as more particularly described as follows:

A. Usage/Standard:

Liquid Oxygen (LOX) shall contain no less than 99.5% (mole/mole). This product shall be used at the City's Surface Water Treatment Plant for the production of ozone generation process as a drinking water disinfectant.

B. Content:

The Liquid Oxygen supplied shall conform to the following quality requirements:

- The dew point of the LOX supplied shall not be above –80.0 F at standard atmospheric pressure.
- The total hydrocarbon content (THC) of the delivered LOX shall not exceed 25 ppm.
- The minimum purity of the delivered LOX shall be 99.5 percent (mole/mole).
- Certified for use in ozone generators.

C. Shipments/Deliveries:

1. Shipments shall be delivered F.O.B. Melbourne, Florida to the City of Melbourne location(s) listed below on an as-needed basis:

   Surface Water Treatment Facility
   5985 Lake Washington Road
   Melbourne, Florida 32934

2. VENDOR shall deliver Liquid Oxygen for the City of Melbourne between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday after notification from the City of Melbourne.

3. Liquid Oxygen shall be delivered within a minimum forty-eight (48) hours after notification from the City of Melbourne. VENDOR shall make deliveries of Liquid Oxygen upon request in single-unit cargo trailers.

4. All deliveries for the City of Melbourne must be scheduled with the Water Production point of contact. If VENDOR is unable to meet the scheduled delivery date, VENDOR must notify the City of Melbourne of the delay as soon as possible and no later than 3:00 p.m. on the scheduled delivery date. VENDOR shall reschedule the delivery date at the time of the delay notification. VENDOR will be required to reschedule the delivery within one business day unless a later date is mutually agreed upon with the City's representative. If VENDOR does not notify the City of Melbourne of delayed shipments or fails to meet scheduled deliveries more than three (3) times within a single contract term, it may be basis for termination of contract.

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EXHIBIT A2

PERFORMANCE STANDARDS

In addition to those requirements set forth in the Product Description/Specifications attached and incorporated as Exhibit A1 to the Contract, all Goods provided by the VENDOR shall conform to the following:

A. All cargo trailers and appurtenant valves used for the delivery of the Liquid Oxygen shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued.

B. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Oxygen shall be clean and free from contaminating material.

C. Shipments shall be made in bulk form by pressure tank trucks. Shipments shall be via bulk truck lots with a pump to unload into the bulk storage tank(s) at the Surface Water Treatment Plant.

D. Delivery vehicle shall be of proper size to allow safe entry, exit, loading and unloading at site. VENDOR shall have a minimum of two (2) delivery vehicles in operating order at all times available to provide product.

E. VENDOR shall exercise caution so as to not spill product on the roadway. In the event of a spill, caused by the negligent action of VENDOR, the VENDOR shall provide and have the necessary chemicals and equipment necessary to clean up a spill at each site. The costs for clean-up or repair to City property as a result of a spill caused by VENDOR shall be incurred by the VENDOR.

F. Per OSHA/EPA requirements, all VENDOR representatives must physically sign a check-in sheet located at the City of Melbourne Water Production office prior to unloading each delivery. It shall be the responsibility of VENDOR to ensure their entire contractor and subcontractor representatives are made aware of this requirement. If violation of the check-in procedure occurs, it will be basis for termination of contract.

G. Before the initial delivery to plant site, the City of Melbourne will train all available VENDOR drivers and supervisor(s) on site-specific safety and emergency policies. Thereafter, for the duration of the contract, VENDOR will be responsible to train all new hires and ensure current employee/drivers stay current on safety and emergency policies.

H. Analysis: VENDOR shall furnish the City with a certified analysis of the product being delivered or the lot from which the shipment was made. Failure to provide this verification information may result in non-payment and/or immediate cancellation of the existing contract.

I. Guarantee Certificate: A guarantee certificate will be required from the manufacturer indicating that product meets/exceeds all provisions of NSF Standard 60 certified product (latest edition). VENDOR shall provide the City documentation reflecting this standard conformity at the time of each delivery. Failure to provide this verification information may result in non-payment and/or immediate cancellation of the existing contract.

J. Weight Certificate: VENDOR shall provide a weight certificate to the City of Melbourne with each shipment.

K. Liquidated Damages: VENDOR may be assessed by the City in the amount of $50 per order per business day for late deliveries. The per diem charge may be invoked at the discretion of the City and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the VENDOR. This deduction is in addition to other remedies available to the City pursuant to Florida Statutes or the terms and conditions of this solicitation.

L. Basis of Rejection of Product: The City of Melbourne reserves the right to reject, at the VENDOR's expense, any shipment which fails to meet contract specifications. If the City of Melbourne deems it necessary to independently analyze a product to determine its adherence to contract specifications and such test proves the product fails to meet contract specifications, the cost of such testing shall be incurred by the VENDOR and may result in termination of contract. The independent testing laboratory will be chosen by the City of Melbourne at the VENDOR's sole expense.

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EXHIBIT A3

MAINTENANCE AGREEMENT

NOT APPLICABLE TO THIS CONTRACT

EXHIBIT A4

PRICING SCHEDULE

VENDOR shall provide all Goods set forth in this Contract for the cost stated below.

DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE
Liquid Oxygen	LB	1,600	$ 88.13

Pricing shall remain fixed for the duration of each contract and renewal period. No increases will be permitted within the specified contract or renewal period.

At each renewal, the VENDOR may request an increase. VENDOR's request for increase must be submitted thirty (30) calendar days prior to expiration of the current term to be considered. In any event, the term increase shall not exceed the then current Consumer Price Index (CPI) in effect at time of renewal. The Consumer Price Index shall mean the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX, ALL URBAN CONSUMERS, U.S. CITY AVERAGE, ALL ITEMS" (1982-1984=100), not seasonally adjusted, prepared by the Bureau of Labor Statistics of the U.S. Department of Labor.

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EXHIBIT B
SUPPLEMENTAL PROVISIONS

Section 1. **Bid**. This Contract is awarded based on VENDOR's Bid responding to CITY's ITB. VENDOR represents and warrants that all information and representations contained in the Bid is truthful to the best of VENDOR's knowledge and belief and VENDOR hereby restates and affirms all representations contained in the Bid.

Section 2. **[Omitted]**

Section 3. **Performance Bonds**. No performance bonds or payment bonds are required by this Contract.

Section 4. **Notice to Parties**

A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. Notice and communication and changes in address/addressee to the VENDOR shall be directed to the VENDOR Contact as identified on the cover page of this Contract.

C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement and Contracts Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to VENDOR:

Rob Simmons
Air Liquide Industrial U.S. LP
9811 Katy Freeway, Suite 100
Houston, TX 77024

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 5. **Insurance Requirements**

A. VENDOR shall maintain in force Commercial General Liability, Environmental Pollution Liability and Commercial Vehicle Liability insurance coverage.

B. Proof of Insurance. VENDOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract.

C. All coverage for VENDOR's subcontractors shall be subject to all of the requirements stated herein.

D. All insurance must be underwritten by insurance companies with an A.M. Best's rating of "B"+ or

higher.

Section 6. **Other Provisions**

A. **HOLIDAY SCHEDULE** - The following is a list of holidays on which delivery will not be performed unless advanced, written approval is provided to the VENDOR from the City: New Year's Day, Martin Luther King, Jr. Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day

Section 7. This Contract may be delivered and executed via facsimile or electronic mail and will be fully enforceable as such.

END OF SUPPLEMENTAL PROVISIONS

EXHIBIT C

FEDERAL COMPLIANCE PROVISIONS

NOT APPLICABLE TO THIS CONTRACT

EXHIBIT D

BID SPECIFICATIONS

Content:

- The dew point of the LOX supplied shall not be above –80.0 F at standard atmospheric pressure.
- The total hydrocarbon content (THC) of the delivered LOX shall not exceed 25 ppm.
- The minimum purity of the delivered LOX shall be 99.5 percent (mole/mole).
- Certified for use in ozone generators.

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EXHIBIT D1

INVITATION TO BID

(On File in the Procurement Division)

EXHIBIT D3

VENDOR'S RESPONSIVE BID

(On File in the Procurement Division)

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Carbon Dioxide** is made and entered into as of July 20, 2017 by and between the **City of Cocoa** and **Airgas USA, LLC South Region, PO BOX 17144, Tampa Florida 33682.**

The agreement entered into on August 9, 2016, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

AIRGAS USA, LLC SOUTH REGION	**CITY OF COCOA**
By: JERRY STANLEY (Name) Printed	**By:** Henry U. Parrish III (Name) Printed
BULK GAS SALES DIRECTOR (Title)	Mayor (Title)
 7/25/2017 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Hydroflurosilicic Acid** is made and entered into as of July 20, 2017 by and between the **City of Cocoa** and **Harcros Chemicals, Inc. 5132 Trenton Street, Tampa, Florida 33619.**

The agreement entered into on August 9, 2016, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

HARCROS CHEMICALS, INC.

By: Gary Delk
(Name) Printed

Regional Manager
(Title)

Signature 8/7/17
Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Ferric Sulfate** is made and entered into as of July 20, 2017 by and between the **City of Cocoa** and **Kemira Water Solutions, Inc., 4321 W. 6th Street, Lawrence, KS 66049.**

The agreement entered into on August 9, 2016, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

KEMIRA WATER SOLUTIONS, INC.	CITY OF COCOA
By: Christina M. Imbrogno	By: Henry U. Parrish III
(Name) Printed	(Name) Printed
Customer Service Manager	Mayor
(Title)	(Title)
Signature 7/26/17	Signature
Date	Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

BID NO. B-16-19-COC

This amendment to the purchase agreement for **Anhydrous Ammonia** is made and entered into as of July 20, 2017 by and between the **City of Cocoa** and **Tanner Industries, Inc., 735 Davisville Rd., 3rd Floor, Southhampton, PA 18966-3200.**

The agreement entered into on August 9, 2016, is hereby amended to renew for the 1st renewal option available under the original contract documents for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

TANNER INDUSTRIES, INC.	**CITY OF COCOA**
By: Matt Tanner (Name) Printed	**By:** Henry U. Parrish III (Name) Printed
Sales Administrator (Title)	Mayor (Title)
7/25/17 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

3-Month Extension

BID NO. B-16-19-COC

This First Amendment to the purchase agreement for **Quick Lime** is made and entered into as of August 22, 2017 by and between the **City of Cocoa** and **Cheney Lime & Cement Co., PO BOX 160, Allgood, AL 35013.**

The agreement entered into on August 9, 2016, is hereby amended to extend for the 1st renewal option available under the original contract documents for three (3) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2017 and terminating on December 31, 2017.

The parties hereto duly execute this First Amendment to become effective as of the date and year first above written.

CHENEY LIME & CEMENT CO.	**CITY OF COCOA**
By: Alton W. Allen	**By:** Henry U. Parrish III
(Name) Printed	(Name) Printed
Sales Representative	Mayor
(Title)	(Title)
Alton W. Allen 8/24/2017	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-15-25-COC

This amendment to the purchase agreement for **Liquid Chlorine** is made and entered into as of July 20, 2017 by and between the **City of Cocoa** and **Brenntag Mid-South Inc., 250 Central Florida Parkway, Orlando, Florida 32824.**

The agreement entered into on October 1, 2015, is hereby amended to renew for the 2 and final renewal options available under the original contract documents for twelve (12) additional months, at the same rate(s), terms, and conditions commencing on October 1, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

BRENNTAG MID-SOUTH INC.

By: Ray Sibbitt
(Name) Printed

District Manager
(Title)

Ray
Signature

Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature

Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

2nd AMENDMENT

BID NO. B-15-25-COC

This amendment to the purchase agreement for **Soda Ash** is made and entered into as of July 20, 2017 by and between the **City of Cocoa** and **Tronox Alkali Wyoming Corporation, 1735 Market Street, Philadelphia, PA 19103.**

The agreement entered into on October 1, 2015, is hereby amended to renew for the 2nd and final renewal options available under the original contract documents for twelve (12) additional months, at the rate stated in **Exhibit-A**, per the terms defined in Section 00100 19.A, and conditions identified in our bidding documents commencing on October 1, 2017 and terminating on September 30, 2018.

The parties hereto duly execute this 2nd Amendment to become effective as of the date and year first above written.

TRONOX ALKALI WYOMING CORP.	**CITY OF COCOA**
By: Jonathan Kuhn	**By:** Henry U. Parrish III
(Name) Printed	(Name) Printed
Sales and Marketing Manager	Mayor
(Title)	(Title)
8-14-17	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
David Fisher, Superintendent Dyal Water Treatment Plant
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT-A

2nd AMENDMENT

BID NO. B-15-25-COC

SODA ASH

REVISED RATE FY2018: $370/TON

(Delivered) Per Section 00310-B

EXHIBIT A

FY2018 CHEMICALS

BUDGETARY IMPACT W/PROJECT TOTALS

Line	Vendor	PRODUCT	PROJECT #	BID NO.	Estimated QTY /TONS	REQUESTED ACTION	Unit of Measure	Unit Cost	Extended Total	EXPIRES
1	Allied Universal Corp.	Sodium Hypochlorite *	DYCH01	B-17-04-COC	582,589	1st Amendment Renewal	GAL	0.448	261,000	09/30/18
2	Cheney Lime & Cement Co.	Quick Lime Pebble 3/8" & 3/4"	DYCH02	B-16-19-COC-B	5,205	***3-Month Extension***	***Tons***	183.500	955,193	**12/30/17**
3	Harcros Chemicals, Inc.	Hydrofluosilicic Acid	DYCH03	B-16-19-COC-E	132	1st Amendment Renewal	Tons	480.000	63,360	09/30/18
4	Kemira Water Solutions, Inc.	Ferric Sulfate	DYCH04	B-16-19-COC-H	3,162	1st Amendment Renewal	Tons	171.000	540,670	09/30/18
5	Tanner Industries, Inc.	Anhydrous Ammonia	DYCH05	B-16-19-COC-D	54	1st Amendment Renewal	Tons	1,480.000	79,481	09/30/18
6	Airgas USA LLC, South Region	Carbon Dioxide	DYCH06	B-16-19-COC-F	796	1st Amendment Renewal	Tons	178.250	141,888	09/30/18
7	**Tropichem Enterprises**	**Wisprofloc N Starch**	**DYCH07**	**B-18-03-COC**	**27**	**AWARD BID**	**Tons**	**5,200.00**	**141,414**	**09/30/18**
8	Brenntag Mid-South, Inc.	Liquid Chlorine	DYCH08	B-15-25-COC	305	2nd Amendment Renewal	Tons	435.000	132,675	09/30/18
9	Tronox Alkali Wyoming Corp.	Soda Ash	DYCH09	B-15-25-COC	1,570	2nd Amendment Renewal w/Rate Increase	Tons	370.000	580,715	09/30/18
10	Airgas USA, LLC	Liquid Oxygen (LOX)	DYCH11	03-053-0-2016/KS	1,073	CO-OP BID City of Melbourne	LB	88.13	94,587	**06/15/18**

* **Dyal WTP**	**Account No.**	**421-4020-536-52-09**	**FY2018**	**Grand Total**	**2,878,981**
* **Sellers**	**Account No.**	**421-4120-536-52-09**	**FY2018**	**Grand Total**	**112,000**
					2,990,981

Legislation Details (With Text)

File #:	17-374	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/17/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MCIProp_Cocoa Ridgeway Ave Sewer_180 LF.pdf TO-UT-MAXWELL (2017-20.2) $220000 MCIProp_Cocoa Ridgeway Ave Sewer.pdf TO-UT-MAXWELL (2017-20)_5-23-17 $723929.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 16, 2017
Agenda Date: September 26, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To 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

BACKGROUND:

Change Order 1 - (Scope Change)

During the course of bidding and awarding the gravity sewer repair project (12 sites) to Maxwell Construction, the City of Cocoa Sewer Field Operations Division was able to affect repairs at four (4) sites that were contained within the original scope of the project. These sites were removed from the scope of the project, and another high priority project was identified on Ridgeway Avenue. Approximately 455’ of gravity sewer main running north and south along Ridgeway Avenue between Peachtree and SR-520 is in critical need of repair and/or replacement. After presenting this proposed scope change to Maxwell Construction, an agreement was made between Maxwell Construction and the Utilities Department to add 180’ of gravity sewer main replacement (manhole MH02177 to

manhole MH02838) along Ridgeway Avenue to the scope of the contract replacing the sites that were eliminated. Maxwell Construction is proposing to replace the 180' of gravity sewer main for $223,000 which is within the approved total purchase order amount of $723,929 (PO 70575). The sites that were removed because they were repaired are: 1) Mercer Drive and Michigan Avenue, 2) Carolina Avenue and Counts Street, 3) Kensington Drive and Elizabeth Avenue, and 4) Barbara Jenkins Street and Johnson Street.

Change Order 2 - (Additional Work)

During a recent gravity sewer CCTV inspection performed on Ridgeway Avenue, approximately 455' of 8" vitrified clay pipe infrastructure was identified to be in critical need of replacement. In addition to the 180' scheduled for replacement by Maxwell Construction, staff is requesting to add the remaining 275' of gravity sewer main (manhole MH02838 to manhole MH02830) to the project scope in an effort to maximize construction efficiencies and minimize mobilization costs. Maxwell Construction recently presented a proposal of $220,000 to replace the remaining 275' of 8" gravity sewer main. This additional work will be considered a multi-year project starting September 2017 and finishing by the end of November 2018. An additional $60,000 is required in FY17 in order to cover expected construction costs resulting in an adjusted purchase order total of $783,929 (PO 70575). The remaining $160,000 will be encumbered in a new purchase order in FY18.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Multi-Year Contract	Yes
Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$220,000
Account Number	421-4055-536.63-00, WS1201
Account Name	Infrastructure
Change Order Amount	$220,000
Original Purchase Order	70575
Original Purchase Order Amount	$723,929
Total number of change orders to date	2
Total amount of change orders to date	$220,000

FUTURE FISCAL YEAR IMPACTS: FY2017 - FY2018

FY2017:

Amount Required	$60,000
Account Number	421-4055-536.63-00
Project Number	WS1201

FY2018:

powered by Legistar™

Amount Required	$160,000
Account Number	421-4055-536.63-00
Project Number	WS17PR

PREVIOUS ACTION:

On May 23, 2017 City Council Approved Task Order 2017-20 with Maxwell Contracting, Inc. to provide Gravity Sewer Repairs

RECOMMENDED MOTION:

To 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

PROPOSAL

Maxwell Contracting, Inc.

P.O. Box 820
Cocoa, Florida 32923-0820
(321) 632-8810 • (321) 632-8065 FAX

PROPOSAL SUBMITTED TO: CITY OF COCOA UTILITIES		PHONE (321) 433-8811	DATE August 15, 2017
STREET 351 Shearer Boulevard		JOB NAME *Gravity Sewer Pipe/Point Repair – Ridgeway Ave Sewer Repair*	
CITY, STATE & ZIP CODE Cocoa, Florida 32922		JOB LOCATION Cocoa, Brevard County, Florida	
ATTENTION: Chris M. Collier	DATE OF PLANS:	SOLICITATION NO.:	JOB PHONE

We Hereby Submit Specifications and Estimates For:

MAXWELL CONTRACTING, INC. PROPOSES TO ELIMINATE SEWER REPAIRS TO SITE(S) 4, 5, 6, 14 (75 L.F. @ 5.75' DEEP) PREVIOUSLY PERFORMED BY THE CITY OF COCOA AND THE POST VIDEO LINE ITEM 22 IN EXCHANGE FOR ADDING (1) ONE RIDGEWAY AVENUE SEWER SECTION (180 L.F. @ 8' DEEP) AS FURTHER OUTLINED BELOW:

DELETION(S):

SITE 4	MERCER DR. AND MICHIGAN AVE.	20 L.F.	BID ITEM 3	($ 52,000.00)
SITE 5	CAROLINA AVE. AND COUNTS ST.	30 L.F.	BID ITEM 4	($ 57,000.00)
SITE 6	KENSINGTON DR. AND ELIZABETH AVE.	10 L.F.	BID ITEM 5	($ 46,000.00)
SITE 14	BARBARA JENKINS ST. AND JOHNSON ST.	15 L.F.	BID ITEM 11	($ 58,000.00)
	POST CONSTRUCTION VIDEO		BID ITEM 22	($ 10,000.00)
				($223,000.00)

ADDITION:

SEWER REPAIR AT RIDGEWAY AVENUE – LUMP SUM	180 L.F.	$223,000.00
TOTAL CONTRACT CHANGE		$ 0.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

ZERO DOLLARS AND NO/100, ($0.00)

Payment to be made as follows:

MONTHLY DRAW REQUESTS BASED ON PERCENTAGE OF WORK COMPLETE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature *Bryan L. Maxwell*
Bryan L. Maxwell, President

Note: This proposal may be withdrawn by us if not accepted within **60** days.

Acceptance of Proposal - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:_____ Signature:_____

Task Order Request Form

Utilities General Construction Contractors

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-13-01-COC **Vendor:** Maxwell Contracting, Inc.

Dept./Division Name: Utilities / SFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.08.16 11:30:21 -04'00' **Date:** 8/16/17

Project Number: WS1201 **Title:** Field Operations Technician

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

AMENDMENT

Amendment to Original Task Order No. 2017-20 **Requested Amendment Amount:** $ 220,000.00

Original Task Order Amount: $ 723,929.00 **Total Revised Amount including all Amendments:** $ 943,929.00

Total number of Amendments including this one: 2

Quote/Proposal #: 2017-20.2 **Dated:** 8/15/17 **Amount:** $ 943,929.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoatl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoatl.org Date: 2017.08.16 16:00:04 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

A gravity sewer CCTV inspection performed on Ridgeway Avenue, revealed approximately 455' of 8" vitrified clay pipe infrastructure was identified to be in critical need of replacement. In addition to the 180' scheduled for replacement by Maxwell Construction, staff is requesting to add the remaining 275' of gravity sewer main (manhole MH02177 to manhole MH02838) to the project scope.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-20.2

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 8/17/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.08.17 12:51:24 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

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

John A. Titkanich, Jr., AICP

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

PROPOSAL

Maxwell Contracting, Inc.

P.O. Box 820
Cocoa, Florida 32923-0820
(321) 632-8810 • (321) 632-8065 FAX

PROPOSAL SUBMITTED TO: CITY OF COCOA UTILITIES		PHONE (321) 433-8811	DATE August 15, 2017
STREET 351 Shearer Boulevard		JOB NAME *Gravity Sewer Pipe/Point Repair – Ridgeway Ave Sewer Repair*	
CITY, STATE & ZIP CODE Cocoa, Florida 32922		JOB LOCATION Cocoa, Brevard County, Florida	
ATTENTION: Chris M. Collier	DATE OF PLANS:	SOLICITATION NO.:	JOB PHONE

We Hereby Submit Specifications and Estimates For:

MAXWELL CONTRACTING, INC. PROPOSES TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPERVISION REQUIRED TO COMPLETE 275 L.F. OF 8" PVC SEWER REPAIR ON RIDGEWAY AVENUE PER THE CITY OF COCOA STANDARDS FOR A LUMP SUM PRICE OF $220,000.00.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO/100, ($220,000.00)

Payment to be made as follows:

MONTHLY DRAW REQUESTS BASED ON PERCENTAGE OF WORK COMPLETE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature *Bryan L. Maxwell*
Bryan L. Maxwell, President

Note: This proposal may be withdrawn by us if not accepted within **60** days.

Acceptance of Proposal - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:_____ Signature:_____

Approved by Council on 5/23/17
Item:

Task Order Request Form

Utilities General Construction Contractors
Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-13-01-COC **Vendor:** Maxwell Contracting, Inc.

Dept./Division Name: Utilities / SFO **Requestor:** Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.05.05 13:27:56 -04'00' **Date:** 5/5/17

Project Number: WS1201 **Title:** Field Operations Technician

AMENDMENT

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

Amendment to Original Task Order No. _____ **Requested Amendment Amount:** _____

Original Task Order Amount: _____ **Total Revised Amount including all Amendments:** _____

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2017-20 **Dated:** 4/21/17 **Amount:** $ 723,929.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.05.05 13:43:15 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The City of Cocoa Sewer Field Operations Division completed a comprehensive assessment of the gravity sewer infrastructure in FY14. In FY15, CDM Smith completed a comprehensive review of the assessment results and identified broken pipe segments that require point repairs which will be performed by Maxwell Contracting, Inc. These point repairs are necessary in order to return the pipe to full capacity, eliminate groundwater infiltration and intrusion, ensure that wastewater is efficiently returned to the Sellers wastewater treatment facility, and prevent sanitary sewer overflow events.

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

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☒ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2017-20

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 5/8/17 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2017.05.08 12:10:24 -04'00' Sonja Hamilton-Suarez **Title:** Purchasing Manager

Date: 5/23/17 **Signature:** John A. Titkanich, Jr., AICP **Title:** City Manager

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

CITY OF COCOA

GRAVITY SEWER PIPE REPLACEMENT AND POINT REPAIR PROJECT

BID FORM

ITEM	DESCRIPTION	QUANTITY	Units	Unit Price	Total Price
1	King Street and Pineapple Ave.	1	LS	$ 48,804.00	$ 48,804.00
2	Carolina Ave. and Holmes St.	1	LS	$ 56,000.00	$ 56,000.00
3	Mercer Dr. and Michigan Ave.	1	LS	$ 52,000.00	$ 52,000.00
4	Carolina Ave. and Counts St.	1	LS	$ 57,000.00	$ 57,000.00
5	Kensington Dr. and Elizabeth Ave.	1	LS	$ 46,000.00	$ 46,000.00
6	College Ave. and Baylor Court	1	LS	$ 44,000.00	$ 44,000.00
7	Victor Rd. and Bonny Dr.	1	LS	$ 53,000.00	$ 53,000.00
8	Washington Ave. and King St.	1	LS	$ 61,000.00	$ 61,000.00
9	Cambridge Dr. and Duke Way	1	LS	$ 66,000.00	$ 66,000.00
10	Oleander St. and Hughlett Ave.	1	LS	$ 63,000.00	$ 63,000.00
11	Barbara Jenkins St. and Johnson St.	1	LS	$ 58,000.00	$ 58,000.00
12	Georgia Ave. and Holmes St.	1	LS	$ 53,667.00	$ 53,667.00
13	Point Repair of 6-inch and 8-inch pipe (0' – 15' Deep) each excess foot	75	LF	$ 100.00	$ 7,500.00
14	Point Repair of 10-inch and 12-inch pipe (0' – 15' Deep) each excess foot	75	LF	$ 100.00	$ 7,500.00
15	Heavy Cleaning - DELETED FROM CONTRACT	DELETED	NA		
16	Replace 6-inch sewer service laterals by open cut	5	EA	$ 500.00	$ 2,500.00
17	Install excess 6-inch sewer service laterals by open cut	5	EA	$ 100.00	$ 500.00
18	Furnish and install 6-inch cleanouts	5	EA	$ 200.00	$ 1,000.00
19	Furnish and install excess 6-inch cleanouts	5	EA	$ 50.00	$ 250.00
20	Bond Premiums, Mobilization and Insurance	1	LS	$ 36,196.00	$ 36,196.00
21	Dewatering permits	12	EA	$ 1.00	$ 12.00
22	Post Construction Video	4,000	LF	$ 2.50	$ 10,000.00
	TOTAL BASE BID				$ 723,929.00

Task Order No. 2017-20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2017

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
J.W. Edens & Company
P.O. Box 278
Titusville FL 32781-0278

CONTACT NAME: Shari McNeely
PHONE (A/C, No, Ext): (321)383-4554 **FAX (A/C, No):** (321)383-4523
E-MAIL ADDRESS: smcneely@jwedens.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Insurance Company	32506A
INSURER B : Owners Insurance Company	
INSURER C : Southern Owners Insurance Co.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Maxwell Contracting, Inc.
P.O. Box 820
Cocoa FL 32923-0820

COVERAGES **CERTIFICATE NUMBER:** 2017 / 2018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $1,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL00153625	5/1/2017	5/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TBD	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			Follow FOrm TBD	5/1/2017	5/1/2018	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (N/A) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC17A64297	5/1/2017	5/1/2018	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy includes a Blanket Additional Insured Endorsement.
Project: Utilities General Construction Contractor; RFQ #Q-13-01-COC

CERTIFICATE HOLDER
(321)433-8543
City of Cocoa
65 Stone Street
Cocoa, FL 32922

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

AUTHORIZED REPRESENTATIVE
J. Wayne Edens/SHARI

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Legislation Details (With Text)

File #:	17-380	**Version:**	1	**Name:**	Multi-Year contract for Pest Control
Type:	Contract			**Status:**	Multi-Year Contract
File created:	8/22/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DK2018-01				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 22, 2017
Agenda Date: September 26, 2017
Prepared By: Charlene Neuterman
Through: Ed Wegerif, P.E., Public Works Director
Requested Action:
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.

BACKGROUND:

Pest Control Services were quoted out on Demandstar on July 10, 2017. Quotes went out to 158 suppliers with only one company responding.

Public Works Staff requests Council approval of a multi-year contract for Quote # DK2018-01 to Florida Pest Control and Chemical Company (Orlando, FL), for Pest Control Services at City buildings. This is a multi-year contract that begins on October 1, 2017 and ends on September 30, 2020, plus two additional 12 month extensions, for a total of five (5) years.

The award of this multi-year contract is pending until final approval of the City's budget in each fiscal year. The fiscal years include FY2018, FY2019, FY2020, FY2021 and FY2022.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

This is a Multi-Year Contract

Budgeted Yes

FY2018 (October 1, 2017 through September 30, 2018)

Amount Requested	$2,328
Account Number	001-3560-519-34-00
Account Name	Contract Services_
Amount Requested	$84
Account Number	421-4010-536-34-00
Account Name	Contract Services_
Amount Requested	$180
Account Number	421-4020-536-34-00
Account Name	Contract Services_
Amount Requested	$540
Account Number	421-4025-536-34-00
Account Name	Contract Services_
Amount Requested	$72
Account Number	421-4120-536-34-00
Account Name	Contract Services_

FY2019 (October 1, 2018 through September 30, 2019)

Amount Requested	$2,328
Account Number	001-3560-519-34-00
Account Name	Contract Services_
Amount Requested	$84
Account Number	421-4010-536-34-00
Account Name	Contract Services_
Amount Requested	$180
Account Number	421-4020-536-34-00
Account Name	Contract Services_

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Amount Requested $540
Account Number 421-4025-536-34-00
Account Name Contract Services_

Amount Requested $72
Account Number 421-4120-536-34-00
Account Name Contract Services_

FY2020 (October 1, 2019 through September 30, 2020)

Amount Requested $2,328
Account Number 001-3560-519-34-00
Account Name Contract Services_

Amount Requested $84
Account Number 421-4010-536-34-00
Account Name Contract Services_

Amount Requested $180
Account Number 421-4020-536-34-00
Account Name Contract Services_

Amount Requested $540
Account Number 421-4025-536-34-00
Account Name Contract Services_

Amount Requested $72
Account Number 421-4120-536-34-00
Account Name Contract Services_

FY2021 (October 1, 2020 through September 30, 2021)

Amount Requested $2,328
Account Number 001-3560-519-34-00
Account Name Contract Services_

Amount Requested $84
Account Number 421-4010-536-34-00
Account Name Contract Services_

Amount Requested $180
Account Number 421-4020-536-34-00
Account Name Contract Services_

Amount Requested $540
Account Number 421-4025-536-34-00
Account Name Contract Services_

Amount Requested $72

Account Number 421-4120-536-34-00
Account Name Contract Services_

FY2022 (October 1, 2021 through September 30, 2022)
Amount Requested $2,328
Account Number 001-3560-519-34-00
Account Name Contract Services_

Amount Requested $84
Account Number 421-4010-536-34-00
Account Name Contract Services_

Amount Requested $180
Account Number 421-4020-536-34-00
Account Name Contract Services_

Amount Requested $540
Account Number 421-4025-536-34-00
Account Name Contract Services_

Amount Requested $72
Account Number 421-4120-536-34-00
Account Name Contract Services_

Total cost for the multi-year contract: $16,020.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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.

City of Cocoa, Purchasing Dept.

TAB SHEET FOR PEST CONTROL SERVICES
QUOTE # DK2018-001

Line	Location	Florida Pest Control				
		Monthly Cost				
1	Dyal Water Treatment Plant	$ 15.00				
2	Police Station	$ 26.00				
3	Public Works	$ 12.00				
4	School Street Storage	$ 7.00				
5	William H. Stephenson Bldg.	$ 45.00				
6	Fleet	$ 8.00				
7	Sellers Water Reclamation Plant	$ 3.00				
8	Sellers - Olive Street Bldg.	$ 3.00				
9	Cocoa Village Restrooms	$ 5.00				
10	City Hall	$ 35.00				
11	Civic Center	$ 12.00				
12	Porcher House	$ 12.00				
13	Riverfront Park Restrooms	$ 2.00				
14	Cocoa Village Playhouse	$ 23.00				
15	Harry T. Moore Bldg.	$ 8.00				
16	Cocoa Clinic	$ 14.00				
17	Fire Station # 1	$ 7.00				
18	Fire Station # 2	$ 4.00				
19	Fire Station # 3	$ 5.00				
20	New Fire Station # 1	$ 7.00				
21	New Fire Station # 2	$ 7.00				
22	New Fire Station # 3	$ 7.00				
	monthly ~~Annual~~ **Total**	**$ 267.00**	$ -	$ -	$ -	$ -
	Lead Time	NA	NA	NA	NA	NA

Service Date begins on October 1, 2017 and ends on September 30, 2020 and is renewable for two (2) twelve (12) month extensions if both parties agree.

**Service on new Fire Stations Nos. 1,2&3 will not begin on October 1, 2017 as they will still be under construction. Services will begin once construction of each building is complete.*

Pest Control Services were quoted out on Demandstar on July 10, 2017 with a due date of August 18, 2017. Quotes went out to 158 suppliers with only 1 respondent.

Florida Pest Control & Chemical Co.

QUOTE DK2018-001 PEST CONTROL SERVICES EXHIBIT A

Rate and Location List
The following buildings are to be serviced.

Location	Monthly Cost
1. Dyal Water Treatment Plant, 28400 S.R. 520, Christmas FL (15,000 sf)	$15.00
2. Police Station, 1226 West King Street, Cocoa FL (including buildings inside Compound) (31,000 sf)	$26.00
3. Public Works, 155 N. Wilson Avenue, Cocoa FL (11,760 sf)	$12.00
4. School Street Storage, 600 School Street, Cocoa FL (7,160 sf)	$7.00
5. William H. Stephenson Building (WFO Building) 351 Shearer Blvd., Cocoa FL (53,000 sf)	$45.00
6. Fleet, 301 Shearer Blvd., Cocoa FL (7676 sf)	$8.00
7. Sellers Water Reclamation Plant, Admin. Building, 375 N. Cocoa Blvd, Cocoa FL (2,500 sf)	$3.00
8. Sellers Olive Street Building, 220 Olive St. Cocoa FL (2,500 sf)	$3.00
9. Cocoa Village Restrooms, 18 Oleander St., Cocoa, FL (560 sf)	$5.00
10. City Hall, 65 Stone St., Cocoa FL (43,158 sf)	$35.00
11. Civic Center, 430 Delannoy Avenue, Cocoa FL (12,370 sf)	$12.00
12. Porcher House, 434 Delannoy Avenue, Cocoa FL (6,814 sf)	$12.00
13. Riverfront Park Restrooms, 430 Delannoy Ave, Cocoa, FL (1,450 sf)	$2.00
14. Cocoa Village Playhouse, 300 Brevard Ave., Cocoa FL (24,120 sf)	$23.00
15. Harry T. Moore Building, 307 Blake Ave., Cocoa FL (8,132 sf)	$8.00
16. Cocoa Clinic, 128 Lemon St., Cocoa FL (1,512 sf) (Medical Facility)	$14.00
17. Fire Station #1, 114 First St., Cocoa FL (6,678 sf) (Including Roundhouse)	$7.00
18. Fire Station #2, 113 S. Fiske Blvd., Cocoa FL (4,202 sf)	$4.00
19. Fire Station #3, 2003 Michigan Ave., Cocoa FL (4,376 sf)	$5.00
20. New Fire Station #1, 1740 Dixon Blvd., Cocoa FL (12,588 sf)*	$7.00
21. New Fire Station #2, 300 Brunson Ave., Cocoa FL (8,158 sf)*	$7.00
22. New Fire Station # 3, 3505 S.R. 524, Cocoa FL (8,158 sf)*	$7.00

*Service on new Fire Station Nos. 1, 2 & 3 will NOT begin on October 1, 2017 as they will still be under construction. Service will begin once construction of each building is complete.

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

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

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

Quote Details

Quote Number	DK2018-001
Quote Name	PEST CONTROL SERVICES
Broadcast Date	7/10/2017 3:32:00 PM Eastern
Date Due	8/18/2017 10:00:00 AM Eastern
Delivery Requirements	None specified
Shipping Notes	None specified
Additional Specifications	* Service on new Fire Station Nos. 1,2&3 will NOT begin October 1, 2017 as they will still be under construction.Service will begin once construction of each building is complete.Service Date begins 10/01/2017 and ends on 09/30/2020. Renewable for two(2)additional twelve month extensions if both parties agree. See attached Quote Specifications and General Terms and Conditions. Please contact Cheryl Meisenzahl, Contract Technician, at 321-433-8788, for any questions concerning this quote.
Insurance & Additional Requirements	INSURANCE. Awarded vendor will be required to provide the City with a Certificate of Liability Insurance naming the City as an additional insured.
Terms & Conditions	See attached Quote Specifications and General Terms and Conditions.THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY. UPON AWARD(S) ORDER WILL BE PLACED VIA CITY OF COCOA PURCHASE ORDER.
Status Notes	
Broadcast List Filtered	No
Commodity Codes	**View**
Documents	**View**

Suppliers **Line Items**

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

Supplier	City	Attributes	Programs	Response Status	Quote Total	Delivery (days ARO)	Complete / Partial	Actions

Subtotals will be rounded up to the nearest cent

<< Return

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

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

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

Quote Details

Quote Number	DK2018-001
Quote Name	PEST CONTROL SERVICES
Broadcast Date	7/10/2017 3:32:00 PM Eastern
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Delivery Requirements	None specified
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Insurance & Additional Requirements	INSURANCE. Awarded vendor will be required to provide the City with a Certificate of Liability Insurance naming the City as an additional insured.
Terms & Conditions	See attached Quote Specifications and General Terms and Conditions.THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY. UPON AWARD(S) ORDER WILL BE PLACED VIA CITY OF COCOA PURCHASE ORDER.
Status Notes	
Broadcast List Filtered	No
Commodity Codes	**View**
Documents	**View**

Suppliers **Line Items**

# ▲	Description	Quantity	Awarded To	Actions
1.	Dyal Water Treatment Plant, 28400 S.R. 520, Christmas, FL (15,000 sf)	1 MONTHLY RATE		Details
2.	Police Station, 1226 West King Street, Cocoa FL (including buildings inside compound) (31,000 sf)	1 MONTHLY RATE		Details
3.	Public Works, 155 N. Wilson Avenue., Cocoa FL (11,760 sf)	1 MONTHLY RATE		Details
4.	School Street Storage, 600 School Street, Cocoa FL (7,160 sf)	1 MONTHLY RATE		Details
5.	William H. Stephenson Building (WFO Building) 351 Shearer Blvd., Cocoa FL (53,000 sf)	1 MONTHLY RATE		Details
6.	Fleet, 301 Shearer Blvd., Cocoa FL (7,676 sf)	1 MONTHLY RATE		Details
7.	Sellers Water Reclamation Plant, Administrative Building, 375 N. Cocoa Blvd., Cocoa FL (2,500 sf)	1 MONTHLY RATE		Details
8.	Sellers Olive Street Building, 220 Olive Street, Cocoa FL (2,500 sf)	1 MONTHLY RATE		Details
9.	Cocoa Village Restrooms, 18 Oleander Street, Cocoa, FL (560 SF)			Details

		1 MONTHLY RATE	
10.	City Hall, 65 Stone St., Cocoa FL (43,158 SF)	1 MONTHLY RATE	Details
11.	Cocoa Civic Center, 430 Delannoy Avenue, Cocoa FL (12,370 sf)	1 MONTHLY RATE	Details
12.	Porcher House, 434 Delannoy Avenue, Cocoa FL (6,814 sf)	1 MONTHLY RATE	Details
13.	Riverfront Park Restrooms, 430 Delannoy Avenue, Cocoa FL (1,450 sf)	1 MONTHLY RATE	Details
14.	Cocoa Village Playhouse, 300 Brevard Ave., Cocoa FL (24,120 sf)	1 MONTHLY RATE	Details
15.	Harry T. Moore Building, 307 Blake Ave., Cocoa FL (8,132 sf)	1 MONTHLY RATE	Details
16.	Cocoa Clinic, 128 Lemon St., Cocoa FL (1,512 sf) (Medical Facility)	1 MONTHLY RATE	Details
17.	Fire Station #1, 114 First Street, Cocoa FL (including Roundhouse) (6,678 sf)	1 MONTHLY RATE	Details
18.	Fire Station #2, 113 S. Fiske Blvd., Cocoa FL (4,202 sf)	1 MONTHLY RATE	Details
19.	Fire Station #3, 2003 Michigan Avenue, Cocoa FL (4,376 sf)	1 MONTHLY RATE	Details
20.	New Fire Station #1, 1740 Dixon Blvd., Cocoa FL (12,588 sf)*	1 MONTHLY RATE	Details
21.	New Fire Station #2, 300 Brunson Avenue, Cocoa FL (8,158 sf)*	1 MONTHLY RATE	Details
22.	New Fire Station #3, 3505 S.R. 524, Cocoa FL (8,158 sf)*	1 MONTHLY RATE	Details

<< Return

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1.0 SCOPE OF WORK

1.1 MONTHLY SERVICE: The Contractor shall provide a minimum of one (1) Monthly inspection and the use of chemicals or compounds which will safely control insects (such as roaches, ants, silverfish, etc.), and Rodents (such as rats and mice), for all locations listed in the Exhibit A. Application areas will include all office, work area, common areas, closets, restrooms, etc.

1.2 NORMAL SERVICE HOURS: All listed locations shall be serviced during normal work hours (7:30 a.m. to 4:30 p.m.) EXCEPT CITY HALL OFFICES (normal work hours 8:00 a.m. to 5:00 p.m.), with the exception of legal holidays. The chemical used must be **odorless** so application may be done during normal office hours.

1.3 EMERGENCY SERVICE: The Contractor shall provide emergency service calls, during working hours (Monday through Friday) at no additional cost to the City. Response to all such emergency calls is to be within a period of eight (8) working hours after receipt of notice of such emergency from the Facilities Department.

1.4 ADDITIONS/DELETIONS: The City may add or delete locations as listed in Exhibit A by issuing an amendment to the Purchase Agreement. The Contractor shall be paid for all services satisfactorily completed before any deletions.

2.0 GENERAL TERMS AND CONDITIONS

2.1 ASSIGNMENT: Neither Party may assign or subcontract any of its rights or obligations under this Agreement in whole or in part. Any attempted assignment under this Agreement shall be void and of no effect.

2.2 INDEMNIFICATION: The Contractor will indemnify and hold harmless to the City and their agents and employees from the performance of the work and/or litigation under the Contract, regardless of whether or not it is caused in part by the party to be indemnified hereunder if, on account of breach or default or failure to perform by the Contractor of the Contractor's obligations under the terms and conditions of this Contract, it shall become necessary for the City to employ an attorney to enforce or defend any of the City's rights or remedies hereunder, the Contractor agrees to pay all costs and a reasonable attorney's fee incurred by the city in such connections, including attorney's fee and costs in any appeals.

2.3 TERMINATION FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill on a timely manner its obligations under this Agreement, or if the Contractor shall violate any of the terms and conditions of this Contract, the City of Cocoa shall have the right to terminate this Agreement by giving written notice by certified letter to the Contractor of such termination, specifying thereof, at least ten days before the effective date of such termination.

2.4 TERMINATION: The contract may be canceled by either party, upon thirty (30) days certified written notice to the other party.

2.5 TERM: Upon issuance of a purchase order, service date begins October 1, 2017 and ends on September 30, 2020. This agreement is for a 36 month period with the option, if both parties agree, to extend for two (2) additional 12 month extensions, for a total of five (5) years.

2.6 PAYMENT: The Contractor shall be paid according to quote costs for services rendered for each calendar month during the term of the Contract. A Purchase Order will be issued for a specified period of time. Invoices for service performed, along with a location signature sheet, are to be sent to – The City of Cocoa, Accounting Division, 65 Stone St, Cocoa, Florida 32922. The Purchase Order Number and Building should be referenced on all invoices. A separate invoice should be sent for each purchase order.

END OF SECTION

Legislation Details (With Text)

File #:	17-398	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Multi-Year Contract
File created:	8/30/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	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. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Addendum Table 1				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 25, 2017
Agenda Date: September 26, 2017
Prepared By: Kristoffer N. Smith, E.I., Utilities Engineer I
Through: John. A Walsh, P.E., Utilities Director
Requested Action:
To 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

BACKGROUND:

On February, 13, 2012, staff advertised RFQ # Q-12-06-COC, Engineering Services for Design, Permitting, and Services during Construction of Utility Conveyance Systems Upgrades and Expansion and received fifteen written responses.

On May 8, 2012, City Council approved the final ranking of the short listed firms for RFQ # Q-12-06-COC and authorized the City Manager and City Attorney to negotiate a contract for services with Bussen -Mayer Engineering Group, Inc., Quentin L. Hampton Associates, Inc. (now known as Mead & Hunt, Inc.), and Wade Trim, Inc.

The contract entered into on June 12, 2012, was for three years with the option to extend the term for two additional one-year terms with the same terms and conditions, which were approved by Council

on April 28, 2015 and June 28, 2016. The contract expired on June 11, 2017.

Consent was given by Council on July 11, 2017, to further extend the terms of the agreement with Bussen -Mayer Engineering Group, Inc. and Mead & Hunt, Inc. to facilitate the completion of four active projects, allowing for completion of the final Engineering tasks associated with four existing projects as outlined in the attached Addendum Table 1. The contract was extended in kind via a third Amendment, fully executed by the Mayor on August 16, 2017.

Staff wishes at this time to addend this most recent extension with further information and clarification regarding the financial impact of the remaining Engineering tasks for the four projects in question.

When the extension was approved, the final tasks were noted as “Costs TBD”. The attached Addendum Table 1 now outlines the estimated costs to complete the remaining Engineering tasks for each of the four active projects. These costs are conservative estimates, taken as 15% of the estimated construction cost for each project. The actual costs cannot be precisely predicted, as they depend on many factors such as design revisions, construction circumstances, labor rate increases, and other such variables. These estimates should be treated as “ballpark” estimates for remaining costs for engineering services for each project.

Through discussion between Finance Staff and Utilities Staff, it was agreed to bring this issue back to City Council to ensure a clear understanding of budgetary impact of the previously-approved CSA extension. All normal purchasing policies set forth in the Financial Operations Manual will apply for future task order requests when determining if an item should be brought to Council or can be signed by City Manager.

Staff recommends approval of the addendum to the bilateral modification extending the term of the Continuing Services Agreement (CSA) with Bussen-Mayer Engineering Group, Inc. and Quentin L. Hampton Associates, 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.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budget, is amendment/transfer attached?	N/A
Account Number	421-4055-536.63-00
Account Name	Infrastructure

FY18

Project Number	Estimated Budget for Engineering Svcs
WS-17-MI	$111,000
WS-13-09	$315,000
WS-14-31	$234,373
WS-16-MM	$84,489

PREVIOUS ACTION:

On February, 13, 2012, staff advertised RFQ # Q-12-06-COC, Engineering Services for Design, Permitting, and Services during Construction of Utility Conveyance Systems Upgrades and Expansion and received fifteen written responses.

On May 8, 2012, City Council approved the final ranking of the short listed firms for RFQ # Q-12-06-COC and authorized the City Manager and City Attorney to negotiate a contract for services with Bussen -Mayer Engineering Group, Inc., Quentin L. Hampton Associates, Inc., and Wade Trim, Inc.

The agreement entered into on June 12, 2012, was for three years with the option to extend the term for two additional one -year terms with the same terms and conditions, which were approved by Council on April 28, 2015 and June 28, 2016. The contract expired on June 11, 2017.

Consent was given by Council on July 11, 2017, to further extend the terms of the agreement with Bussen -Mayer Engineering Group, Inc. and Quentin L. Hampton Associates, Inc. (now known as Mead & Hunt) to facilitate the completion of 4 active projects, allowing for completion of the final tasks associated with four existing projects as outlined in the attached Table 1. The contract was extended in kind via a third Amendment, fully executed by the Mayor Parrish on August 16, 2017.

RECOMMENDED MOTION:

To approve an addendum to the bilateral modification extending the term of the Continuing Services Agreement (CSA) with Bussen-Mayer Engineering Group, Inc. and Quentin L. Hampton Associates, 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.

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ADDENDUM TABLE 1

Projects Remaining Under Continuing Services Agreement RFQ # Q-12-06-COC

Contractor	Project	Current Authorized Task Orders with Remaining Balances	Future Engineering Tasks	Estimated Costs of Future Engineering Tasks*
Bussen-Mayer Engineering Group, Inc.	WS-17-MI - Michigan Avenue Force Main Extension (US 1 to Clearlake Rd)	2017-29 $69,760	Bidding Services, Construction Services	$111,000
Bussen-Mayer Engineering Group, Inc.	WS-13-09 - SR 520 Watermain Replacement (Forrest Ave to Delannoy Ave)	2017-31 $20,090	Construction Services	$315,000
Bussen-Mayer Engineering Group, Inc.	WS-14-31 - North Tropical Trail Looping Improvements	2017-32 $24,370	Construction Services	$234,373
Mead & Hunt, Inc. (f.k.a. Quentin L. Hampton Associates, Inc.)	WS-16-MM - Marlin Manor & Pluckebaum Road Watermain Improvements	None	Update 100% Design, Permitting Services, Bidding Services, Construction Services	$84,489
			TOTAL	**$744,862**

* Please note that the estimates for future engineering tasks are very conservative, and were calculated as 15% of the project's construction costs. Actual costs may very depending on many factors, including possible design revisions, construction circumstances, labor rate increases, etc.

Legislation Details (With Text)

File #:	17-401	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/1/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Fire Incidnet Summary Report for August 2017. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report 8-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 1, 2017
Agenda Date: September 26, 2017
Prepared By: Jonathan D. Lamm, Deputy Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for August 2017

STRATEGIC PLAN CONNECTION:

Public Safety: Enhancing the public's awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of August.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Only

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Fire Incident Summary Report

Print Date/Time: 09/01/2017 08:04
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 08/01/2017
To Date: 08/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	9	**EMS:**	300	**Unknown:**	37	**All**	443
Average Calls per Day	**Fire:**	0.30	**EMS:**	10.00	**All:**	14.77		
Total Number of Arson Calls	**All:**	0						
Estimated Dollar Loss	**Fire:**	$722,400.00	**Other:**	$300.00	**All:**	$722,700.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$400,000.00	**Other:**	$0.00	**All:**	$400,000.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	-8,100.00%	**Other:**	0.00%	**All:**	-8,100.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	517						
Average Responses per Day	**All:**	14.77						
Average Apparatus per Call	**Fire:**	3.00	**EMS:**	1.11	**All:**	1.17		
Average Turnout Time	**All:**	00:02:08						
Average Response Time	**All:**	00:04:53						
Average Contain Time	**All:**	00:36:29						
Average Total Time	**All:**	00:15:43						
Average Personnel per Call	**Fire:**	6.44	**EMS:**	3.00	**All:**	2.98		
Total Aid Given Calls	**All:**	50						
Total Aid Received Calls	**All:**	7						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	9	00:03:44	0
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	300	00:04:45	30
400 - 499 Hazardous Conditions(No Fire)	4	00:05:36	0
500 - 599 Service Call	14	00:04:32	0
600 - 699 Good Intent Call	62	00:05:43	18
700 - 799 False Alarm AND False Call	14	00:05:05	2
800 - 899 Severe Weather & Natural Disaster	2	00:09:20	0
900 - 999 Special Incident Type	0		0

Fire Incident Summary Report

Print Date/Time: 09/01/2017 08:04
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 08/01/2017
To Date: 08/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
100 100 Fire, other	1	0	0
111 111 Building fire	2	0	1
113 113 Cooking fire, confined to container	1	0	0
118 118 Trash or rubbish fire, contained	1	0	0
131 131 Passenger vehicle fire	2	0	0
140 140 Natural vegetation fire, other	1	0	0
142 142 Brush or brush-and-grass mixture fire	1	0	0
311 311 Medical assist, assist EMS crew	2	0	0
320 320 Emergency medical service, other (conversion only)	1	0	0
321 3213 Invalid Assist	3	1	0
321 3212 BLS Medical	204	26	1
321 3211 ALS Medical	70	2	0
322 3222 Vehicle Accident w/inj BLS	8	0	0
322 322 Motor vehicle accident with injuries	4	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	2	1	0
324 324 Motor vehicle accident with no injuries.	6	0	0
400 400 Hazardous condition, other	1	0	0
422 422 Chemical spill or leak	1	0	0
444 444 Power line down	1	0	0
445 445 Arcing, shorted electrical equipment	1	0	1
522 522 Water or steam leak	1	0	0
550 550 Public service assistance, other	3	0	0
551 551 Assist police or other governmental agency	1	0	0
552 552 Police matter	1	0	0
553 553 Public service	3	0	0
554 554 Assist invalid	4	0	0
555 555 Defective elevator, no occupants	1	0	0
611 611 Dispatched & canceled en route	36	15	0
622 622 No incident found on arrival at dispatch address	24	3	0
651 651 Smoke scare, odor of smoke	2	0	1
700 700 False alarm or false call, other	8	2	0
730 730 System malfunction, other	1	0	0
735 735 Alarm system sounded due to malfunction	1	0	0
745 745 Alarm system activation, no fire - unintentional	4	0	2
814 814 Lightning strike (no fire)	2	0	1

Total Calls By Property Use	Count	Arson
Undetermined UUU Undetermined	3	0
None NNN None	2	0
Vehicle parking area 965 Vehicle parking area	1	0
Street or road in commercial ar 963 Street or road in commercial area	12	0

Fire Incident Summary Report

Print Date/Time: 09/01/2017 08:04
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 08/01/2017
To Date: 08/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Residential street, road or res 962 Residential street, road or residential driveway	8	0
Highway or divided highway 961 Highway or divided highway	23	0
Street, other 960 Street, other	5	0
Graded and cared-for plots of la 938 Graded and cared-for plots of land	1	0
Vacant lot 936 Vacant lot	1	0
Open land or field 931 Open land or field	2	0
Bridge, trestle 921 Bridge, trestle	2	0
Dump, sanitary landfill 919 Dump, sanitary landfill	1	0
Outside or special property, oth 900 Outside or special property, other	2	0
Dock, marina, pier, wharf 898 Dock, marina, pier, wharf	1	0
Warehouse 891 Warehouse	2	0
Fire station 888 Fire station	4	0
Utility or Distribution system, 640 Utility or Distribution system, other	1	0
Energy production plant, other 610 Energy production plant, other	1	0
Business office 599 Business office	2	0
Office: veterinary or research 593 Office: veterinary or research	1	0
Bank 592 Bank	2	0
Department or discount store 581 Department or discount store	3	0
General retail, other 580 General retail, other	5	0
Service station, gas station 571 Service station, gas station	8	0
Specialty shop 549 Specialty shop	2	0
Food and beverage sales, grocer 519 Food and beverage sales, grocery store	3	0
Convenience store 511 Convenience store	12	0
Mercantile, business, other 500 Mercantile, business, other	6	0
Dormitory-type residence, other 460 Dormitory-type residence, other	3	0
Residential board and care 459 Residential board and care	1	0
Hotel/motel, commercial 449 Hotel/motel, commercial	2	0
Multifamily dwelling 429 Multifamily dwelling	92	0
1 or 2 family dwelling 419 1 or 2 family dwelling	129	0
Residential, other 400 Residential, other	4	0
Police station 365 Police station	11	0
Jail, prison (not juvenile) 361 Jail, prison (not juvenile)	2	0
Clinic, clinic-type infirmary 341 Clinic, clinic-type infirmary	1	0
Mental retardation/development d 321 Mental retardation/development disability facility	1	0
Health care, detention, & correc 300 Health care, detention, & correction, other	1	0
Day care, in commercial property 254 Day care, in commercial property	2	0
High school/junior high school/m 215 High school/junior high school/middle school	4	0
Elementary school, including ki 213 Elementary school, including kindergarten	2	0
Educational, other 200 Educational, other	3	0
Bar or nightclub 162 Bar or nightclub	4	0
Restaurant or cafeteria 161 Restaurant or cafeteria	8	0

Fire Incident Summary Report

Print Date/Time: 09/01/2017 08:04
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 08/01/2017
To Date: 08/31/2017
Location: All

Cocoa Fire Department
FDID Number: 19052

Eating, drinking places, othe 160 Eating, drinking places, other	4	0
Library 151 Library	2	0
Public or government, other 150 Public or government, other	4	0
Clubs, other 140 Clubs, other	3	0
Funeral parlor 134 Funeral parlor	2	0
Church, mosque, synagogue, templ 131 Church, mosque, synagogue, temple, chapel	3	0
Playground 124 Playground	1	0

Total Calls By Station	Count	Aid Given
31	124	5
32	172	29
33	144	16

Total Calls By Shift	Count
A-Shift	146
B-Shift	128
C-Shift	114

Apparatus Totals

Apparatus	Responses	Average per Day
AA	28	0.93
B33	1	0.03
D30	36	1.20
E31	52	1.73
E32	138	4.60
E33	145	4.83
F01	4	0.13
F02	6	0.20
MA	6	0.20
S30	39	1.30
TWR31	81	2.70

Legislation Details (With Text)

File #:	17-402	**Version:**	1	**Name:**	August, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/1/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 08/31/2017.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 08.31.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 1, 2017
Agenda Date:	September 26, 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 08/31/2017**.**

BACKGROUND:

The following reports for the period October 01, 2016 through August 31, 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 08-31-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 56

City Manager = 36

City of Cocoa CRA Board = 0

City Council = 20

Purchase Order Approvals 10-01-16 thru 08-31-17
$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

36 Purchase Order Approved by City Manager

Prepared by Purchasing 9/1/2017

Purchase Order Approvals 10-01-16 thru 08-31-17
$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 9/1/2017

Purchase Order Approvals 10-01-16 thru 08-31-17
$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

20 **Purchase Order Approved by City Council**

Legislation Details (With Text)

File #:	17-403	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/1/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for Council Information. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jan- Jun Council Report by District July 2017 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 1, 2017
Agenda Date: September 26, 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 a mid-year report reflecting Jan-June 2017 and the July 2017 report.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event Statistics for Council Information

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Cocoa Police Department

Council Report

January- June

2017

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports Graph 4
Case Reports by District Graph 5
Locations of Incidents 6
Incidents and Case Reports by Shift 7
Incidents and Case Reports by Hour 8
Total UCR Offenses by Month - 2017, 2016 & 2015 9

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

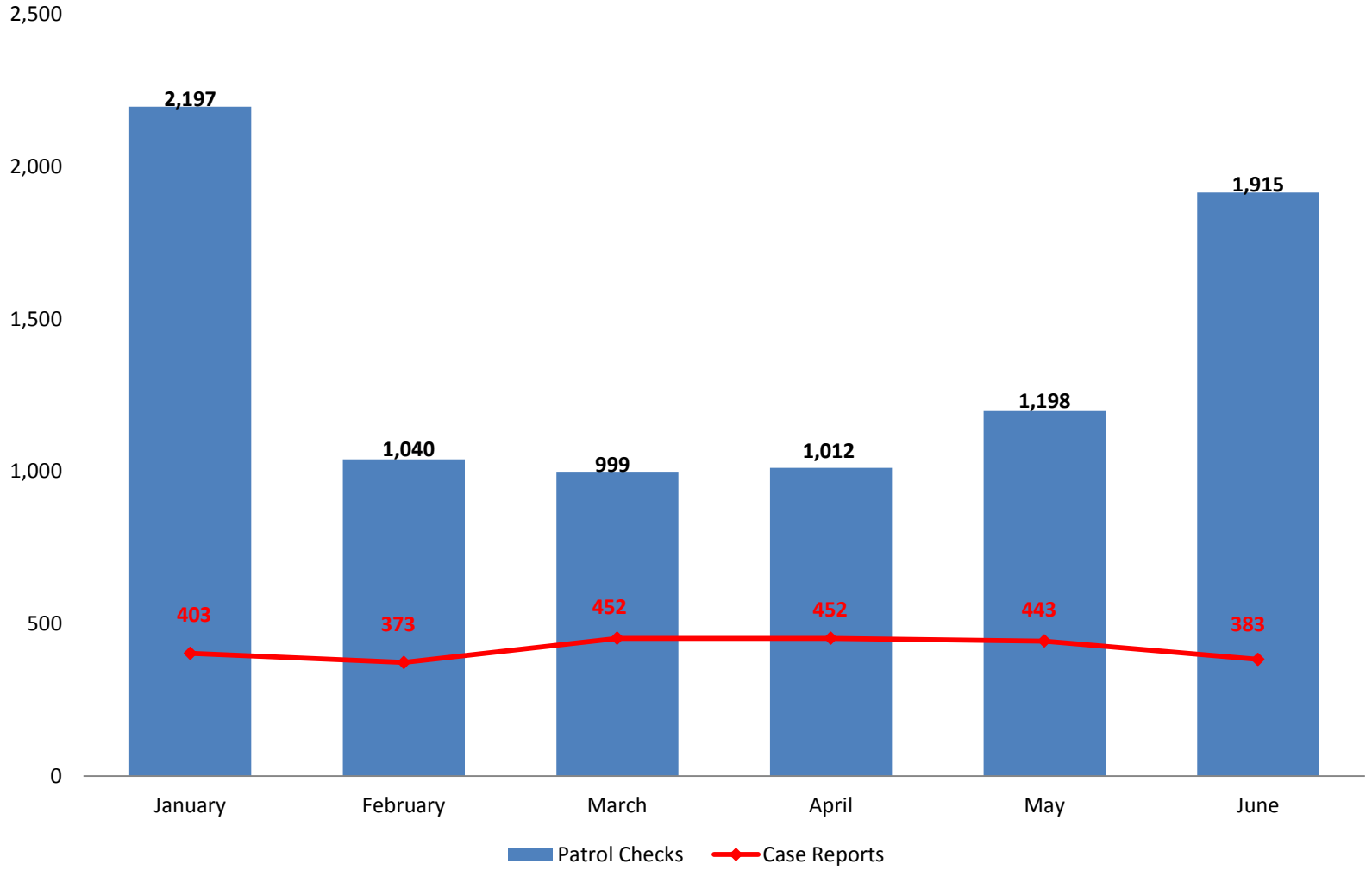
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for January - June 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 24,148 incidents
- 2,506 Case Reports
  - 1,390 Criminal Case Reports
  - 1,114 Non-Criminal Case Reports
  - 470 Criminal Case Reports were closed by Arrests/Capias Requests
  - 191 Non-Criminal Case Reports were closed by Arrests/Capias Request
- 12,121 incidents were initiated by police officers
- District 1 experienced the most case reports with a total of 921
- District 3 experienced the fewest case reports with a total of 268
- UCR offenses totals from the previous year during the same mentioned time were compared in order to identify if there was an increase or decrease on UCR reportible crime. The data shows there has been a 6% ***decreased*** in crime.

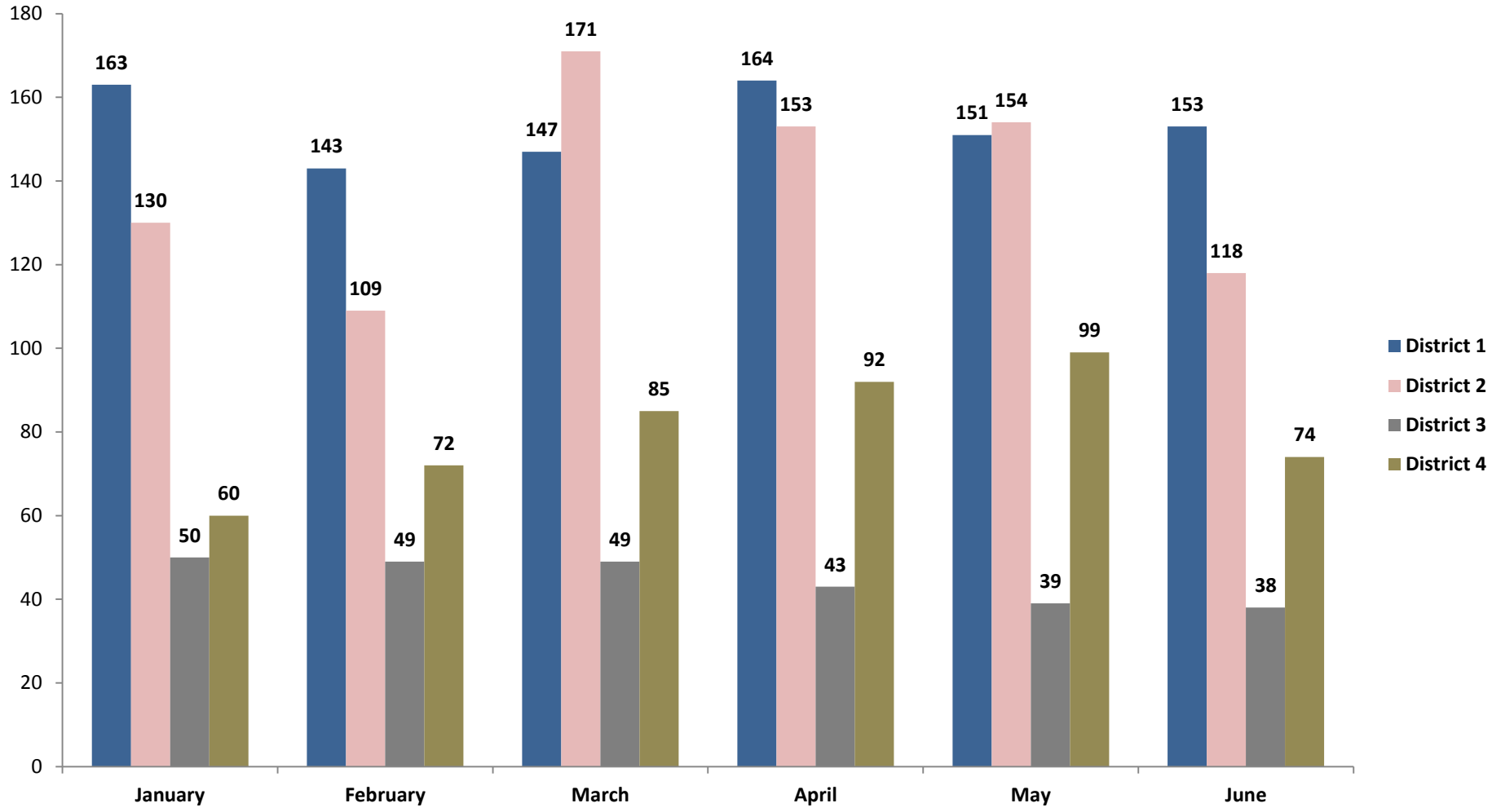
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports Graph



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Case Reports by District Graph



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

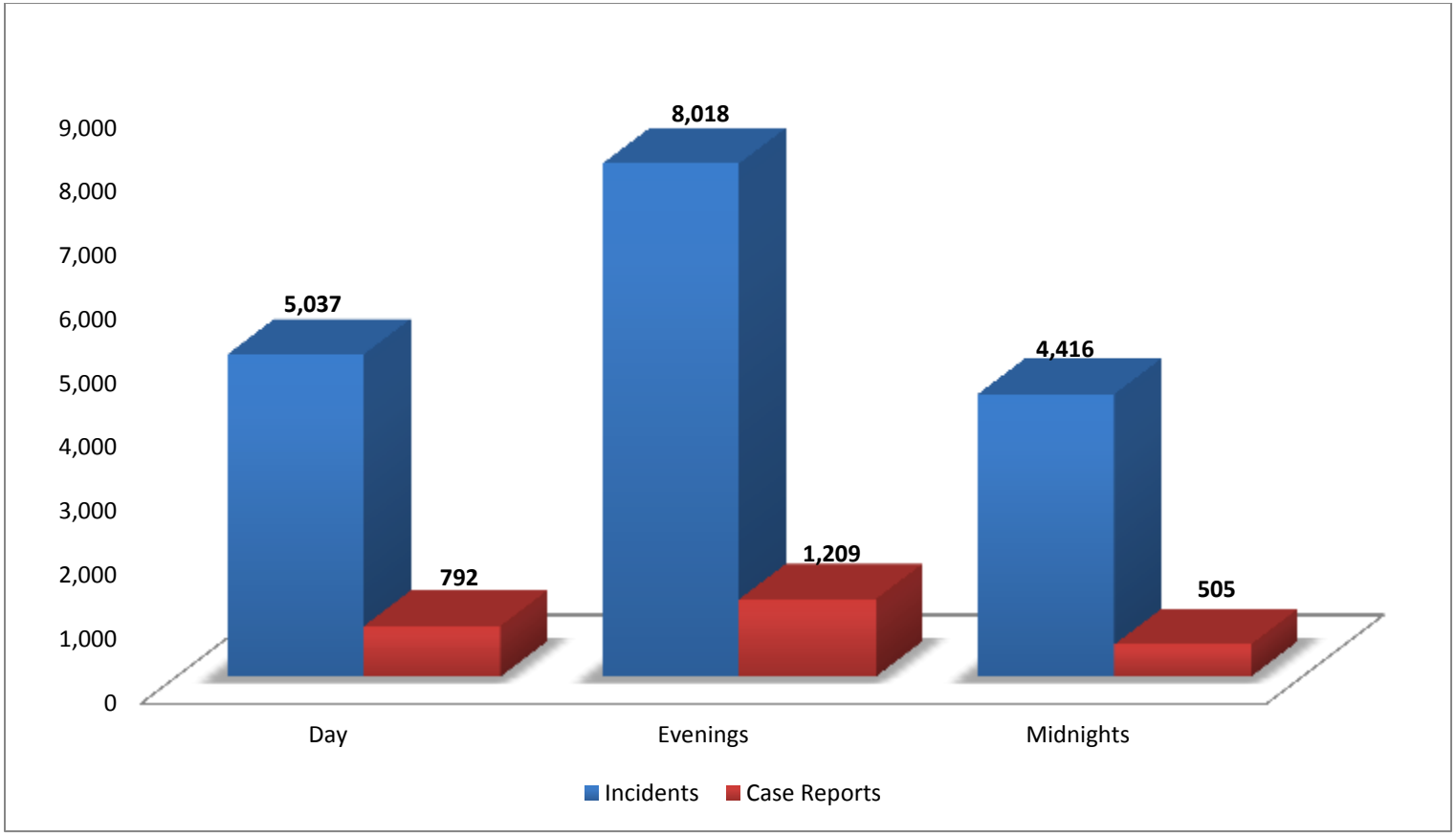
The table below illustrates the total of Incidents and Case report from January 1, 2017 through June 30, 2017 to locations listed below. The listed locations are know to have a high volume of calls for service.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1407 Dixon Blvd	296	149
2700 SR.524	328	89
1514 Clearlake Rd	155	44
1080 N. Fiske	135	33
800 N. Fiske	117	24
900 Friday Rd	171	14
1010 N. Fiske Blvd	61	9
1524 Clearlake Rd	41	6
TOTAL	**1,304**	**368**

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.



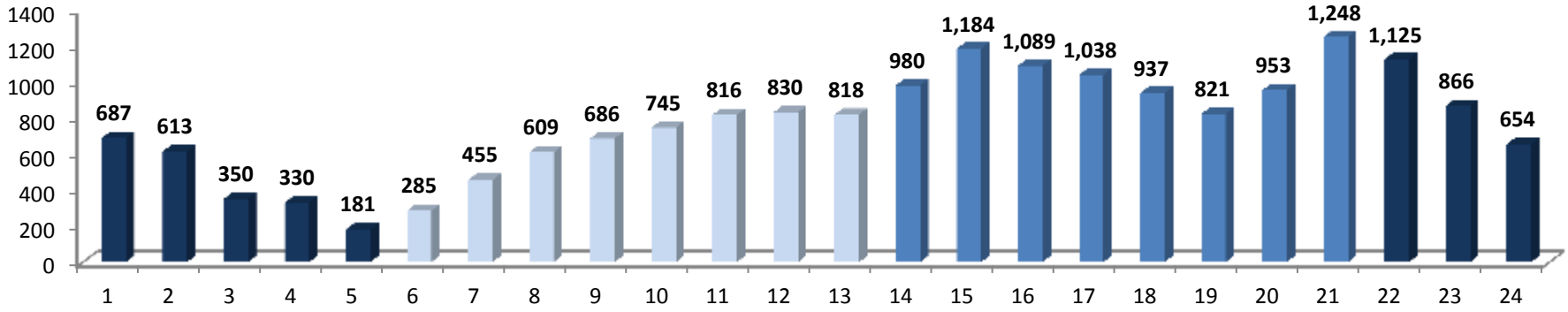
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

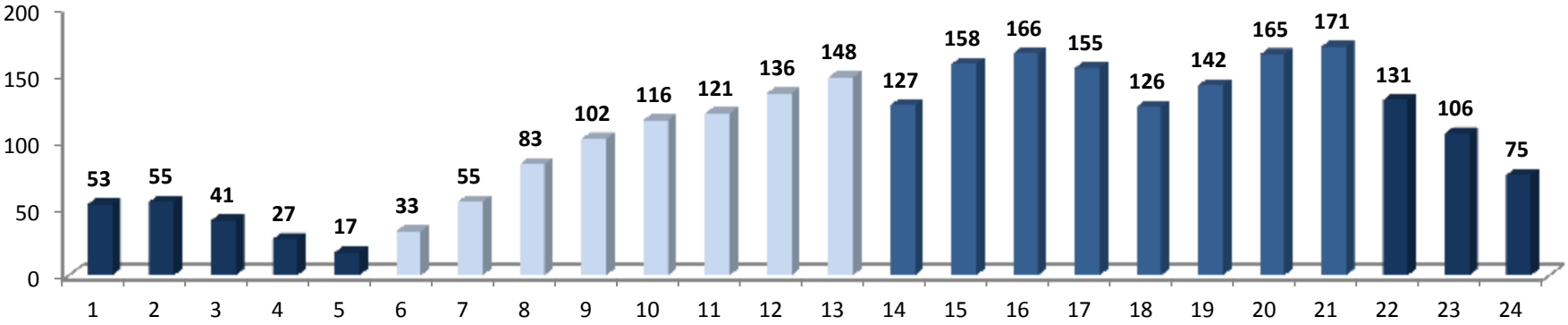
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day not including Patrol Checks.

Incidents by Hour

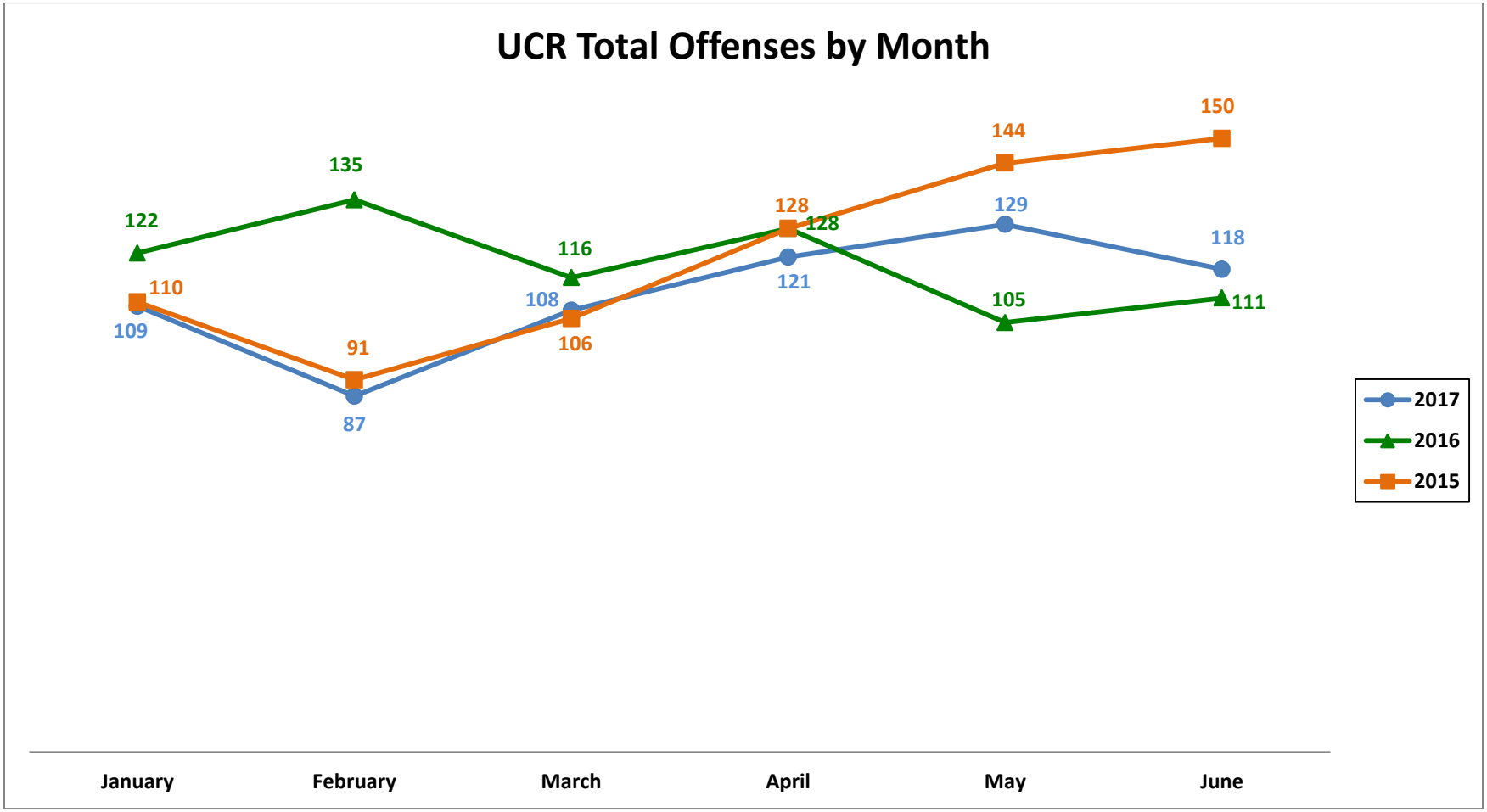


Case Reports by Hour



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, 2016 and 2015 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

July 2017

Prepared by Dailaity Henson

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Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

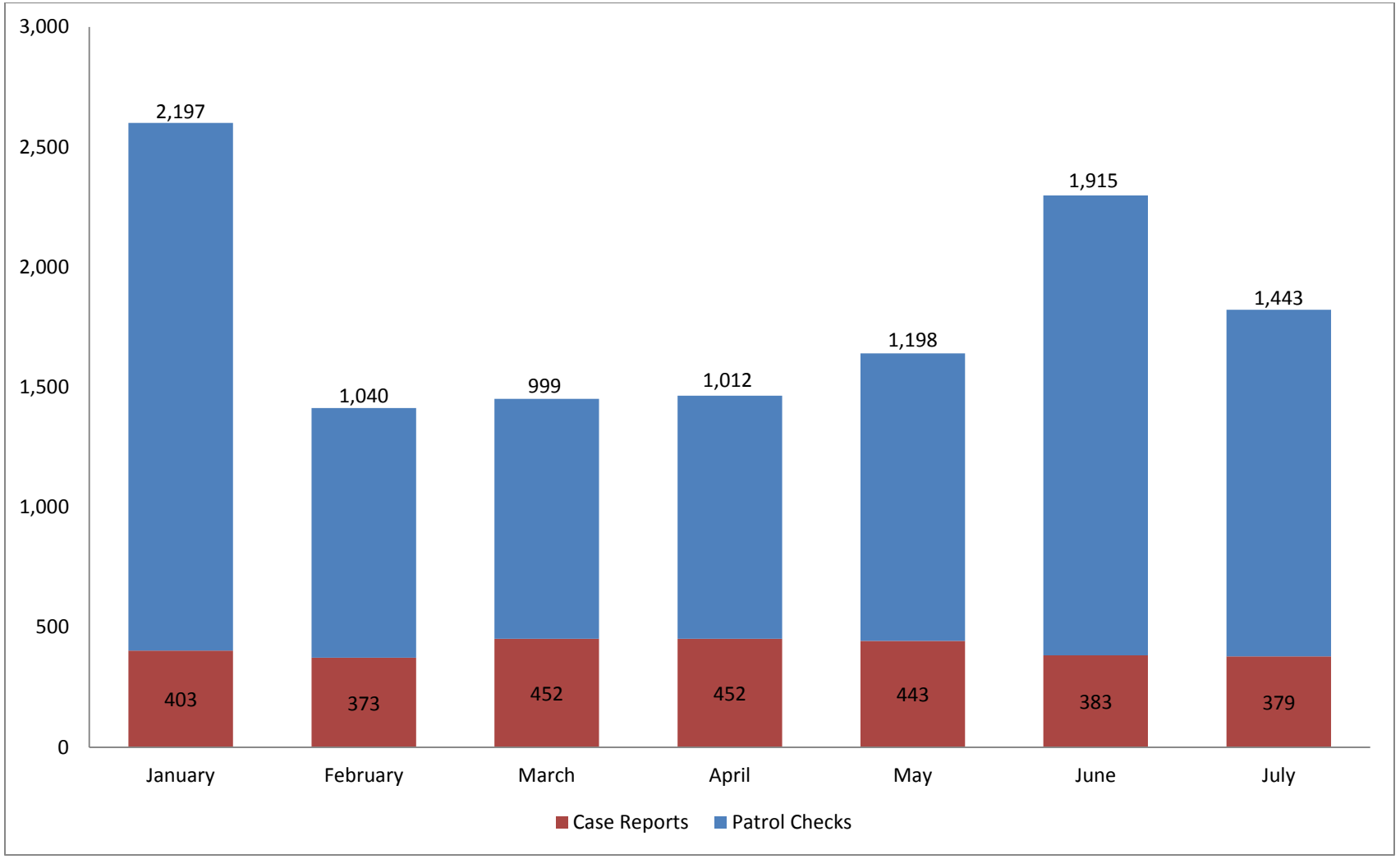
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for July 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,562 incidents
- 372 Case Reports (8% of incidents)
    - 210 Criminal Case Reports (56% of all case reports)
    - 162 Non-Criminal Case Reports (44% of case reports)
    - 75 Criminal Case Reports were closed by Arrests/Capias Requests (36% of criminal case reports)
    - 28 Non-Criminal Case Reports were closed by Arrests/Capias Request (17% of non-criminal cases reports)
- 2,160 incidents were initiated by police officers (47%)
- District 1 experienced the most cases with a total of 153
- District 3 experienced the fewest cases with a total of 37
- Larceny Offenses have ***decreased*** by a 31% from the previous month
- Burglary Offenses have ***decreased*** by a 15% from the previous month
- Aggravated Assault and Aggravated Stalking Offenses have ***decreased*** by a 79% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by a 34%

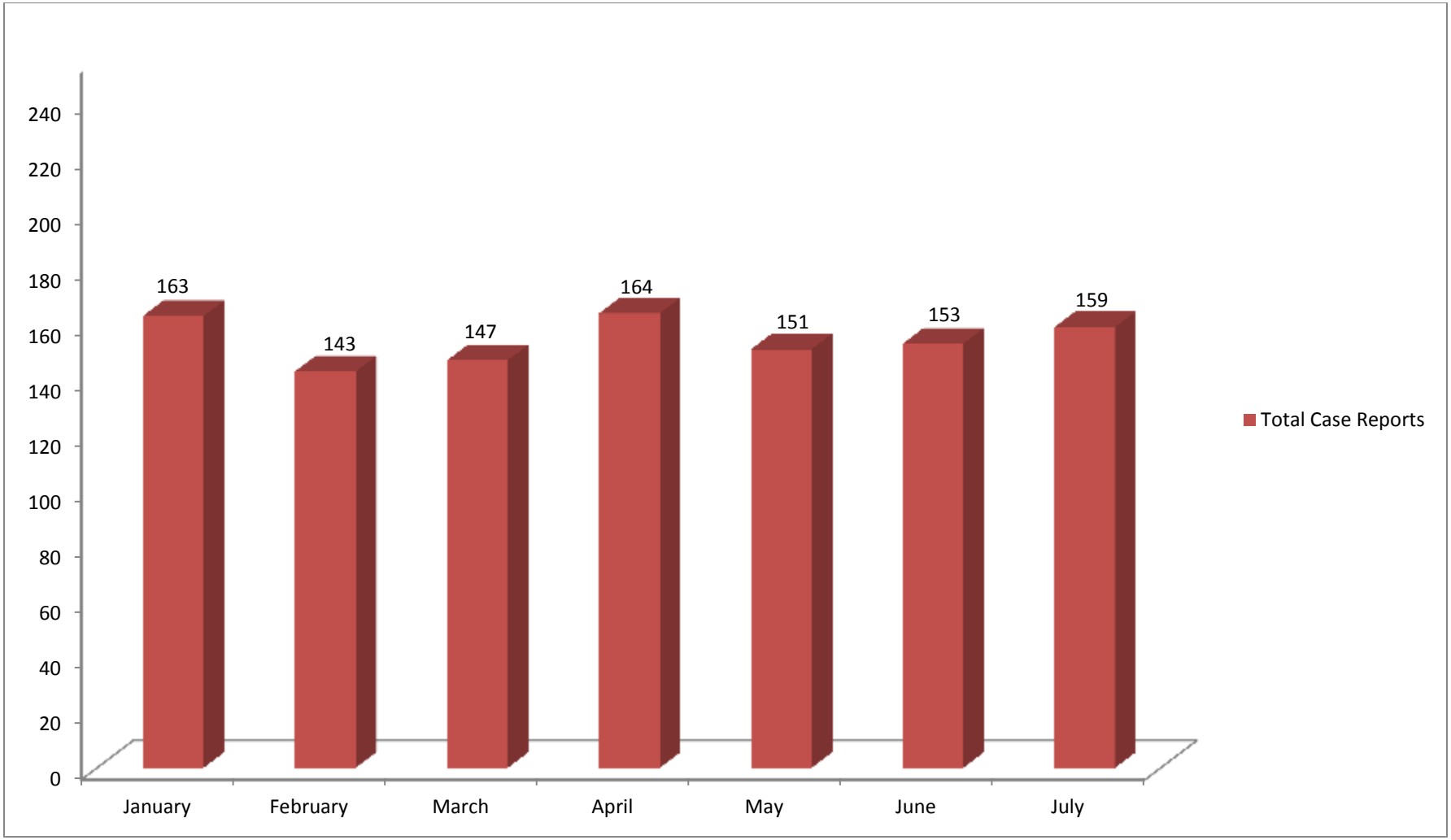
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



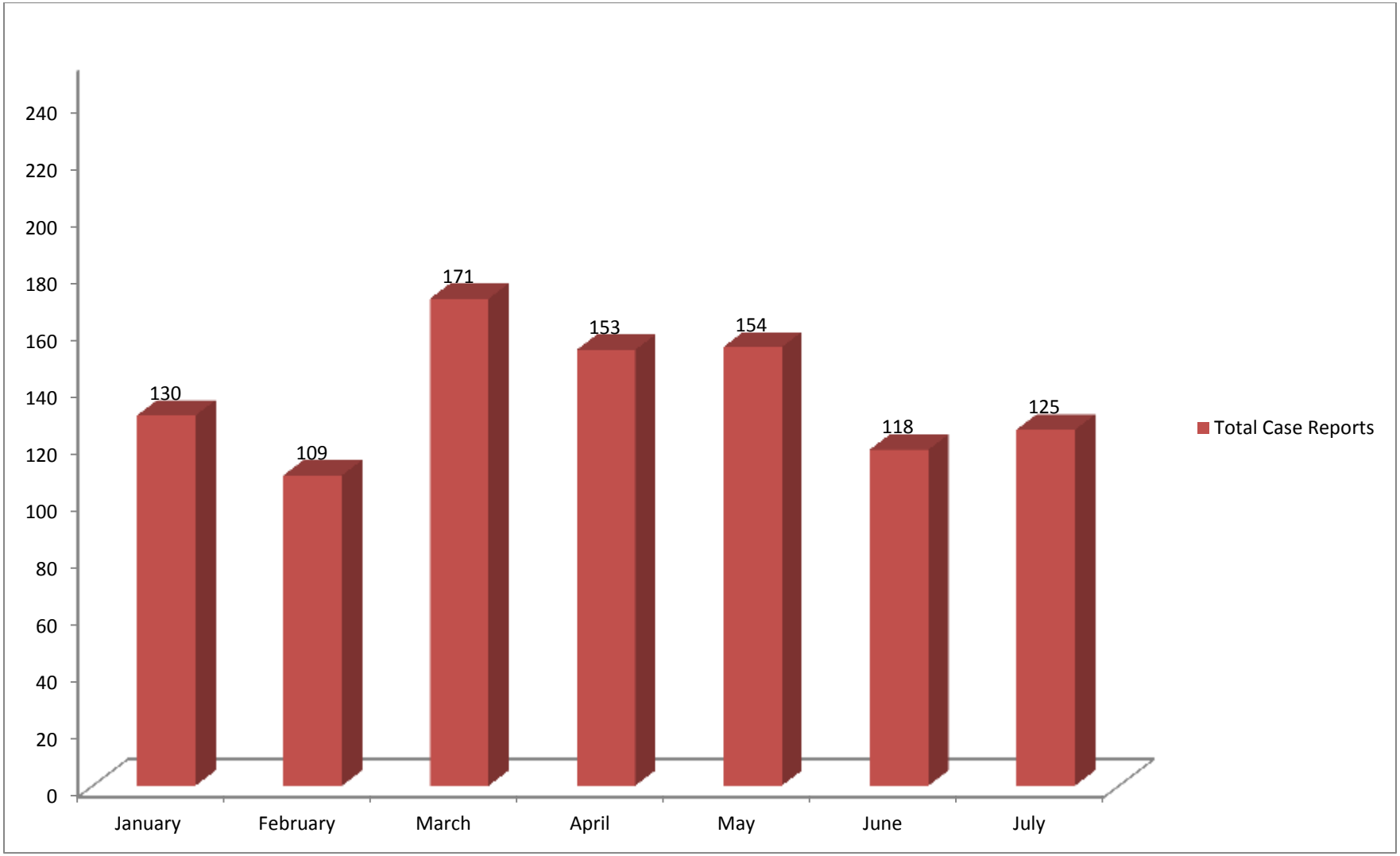
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



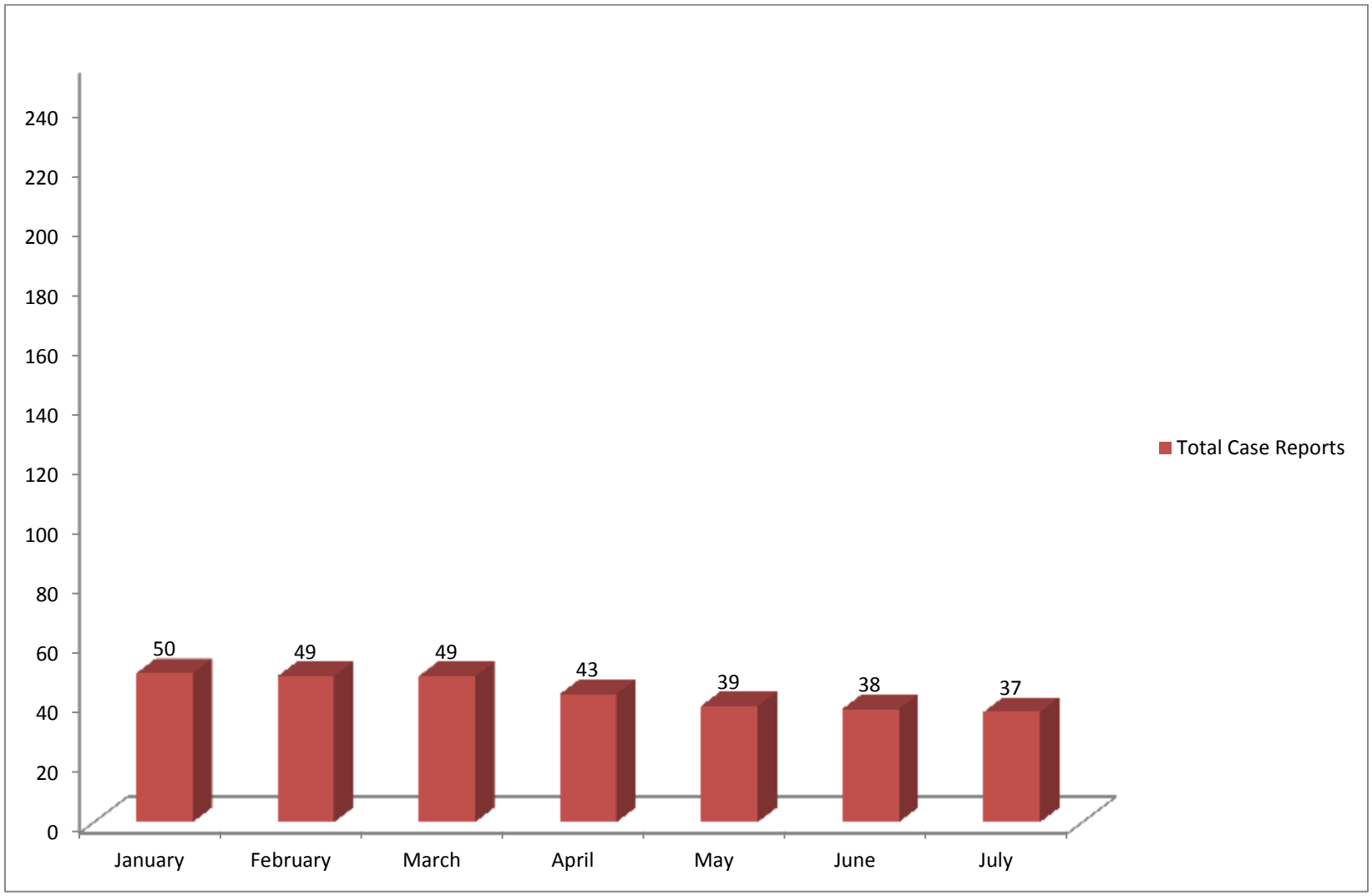
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



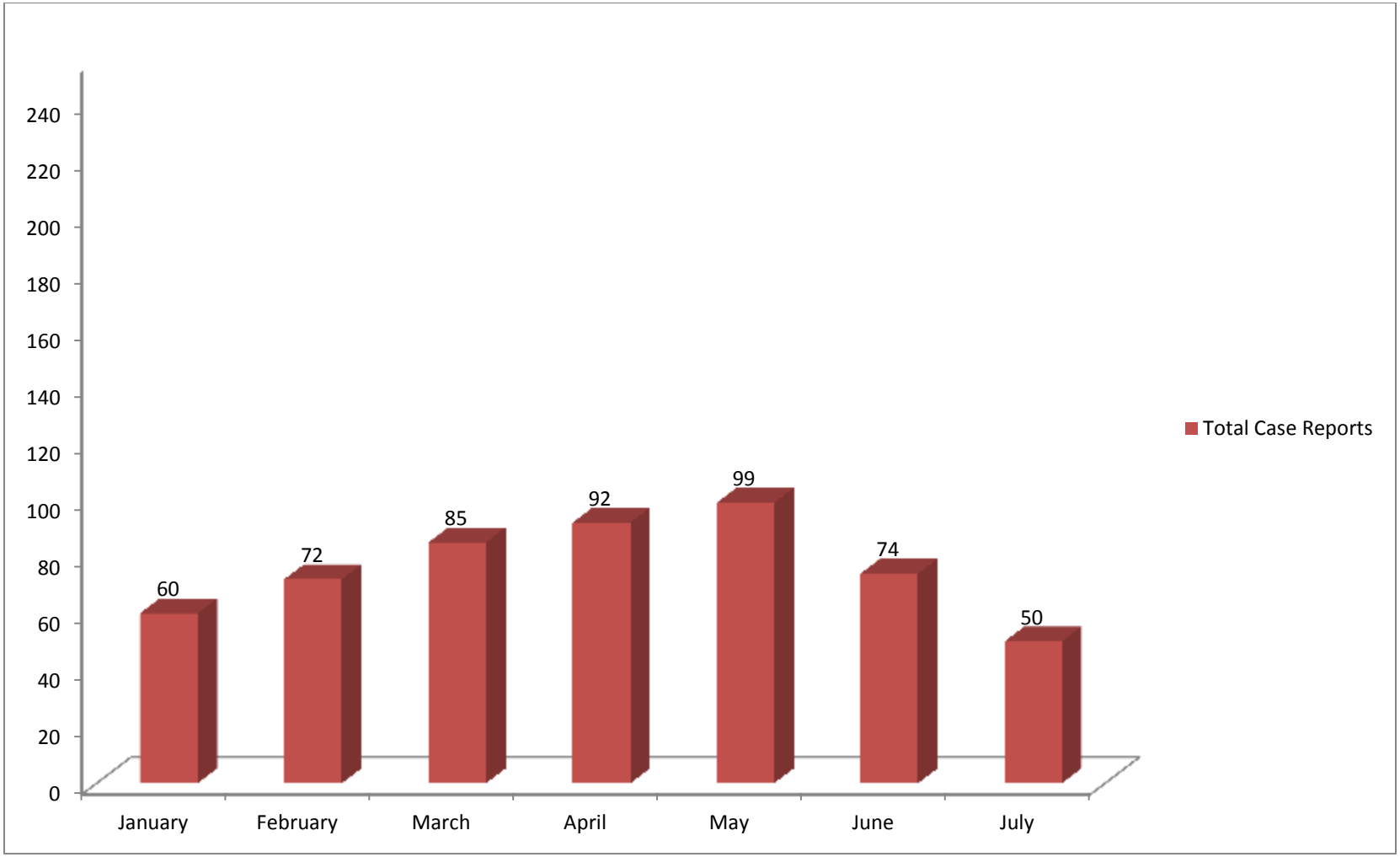
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

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

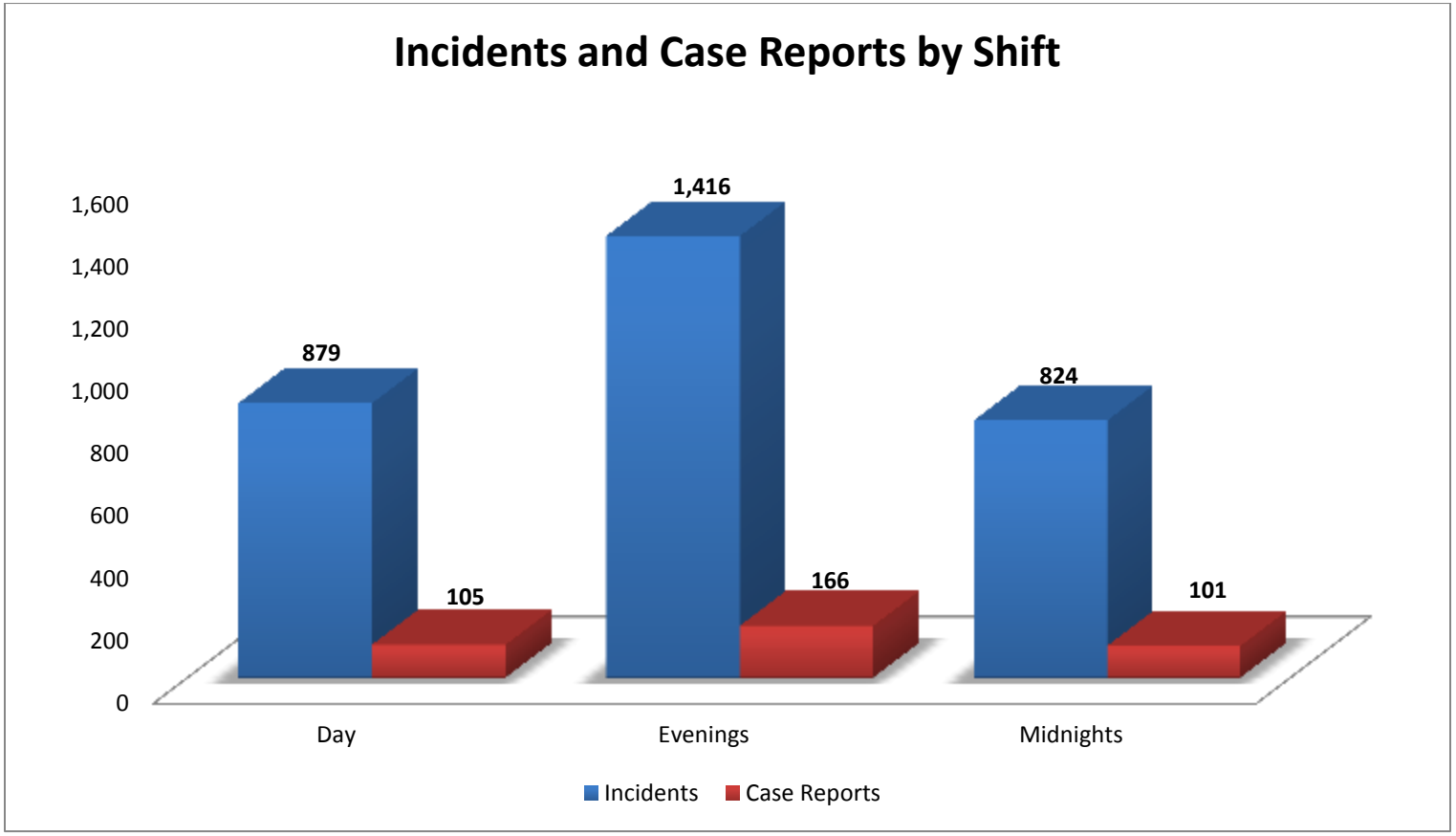
The table below illustrates the total of Incidents and Cases from July 1, 2017 thought July 31, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
1407 Dixon Blvd	53	22
2700 SR.524	52	6
1514 Clearlake Rd	25	3
1080 N. Fiske	47	8
800 N. Fiske	25	3
900 Friday Rd	46	1
1010 N. Fiske Blvd	11	3
1524 Clearlake Rd	8	1
TOTAL	267	47

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.



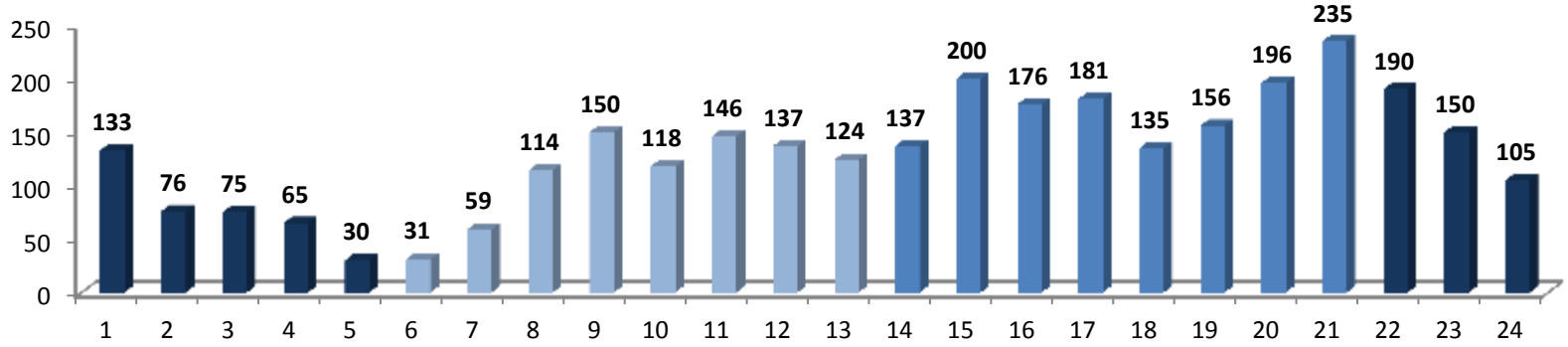
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

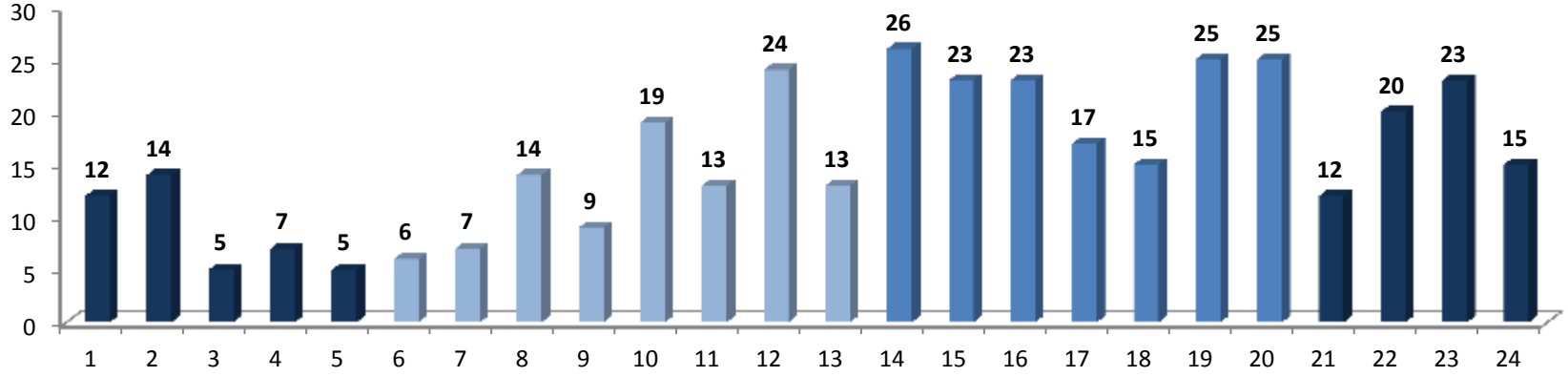
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

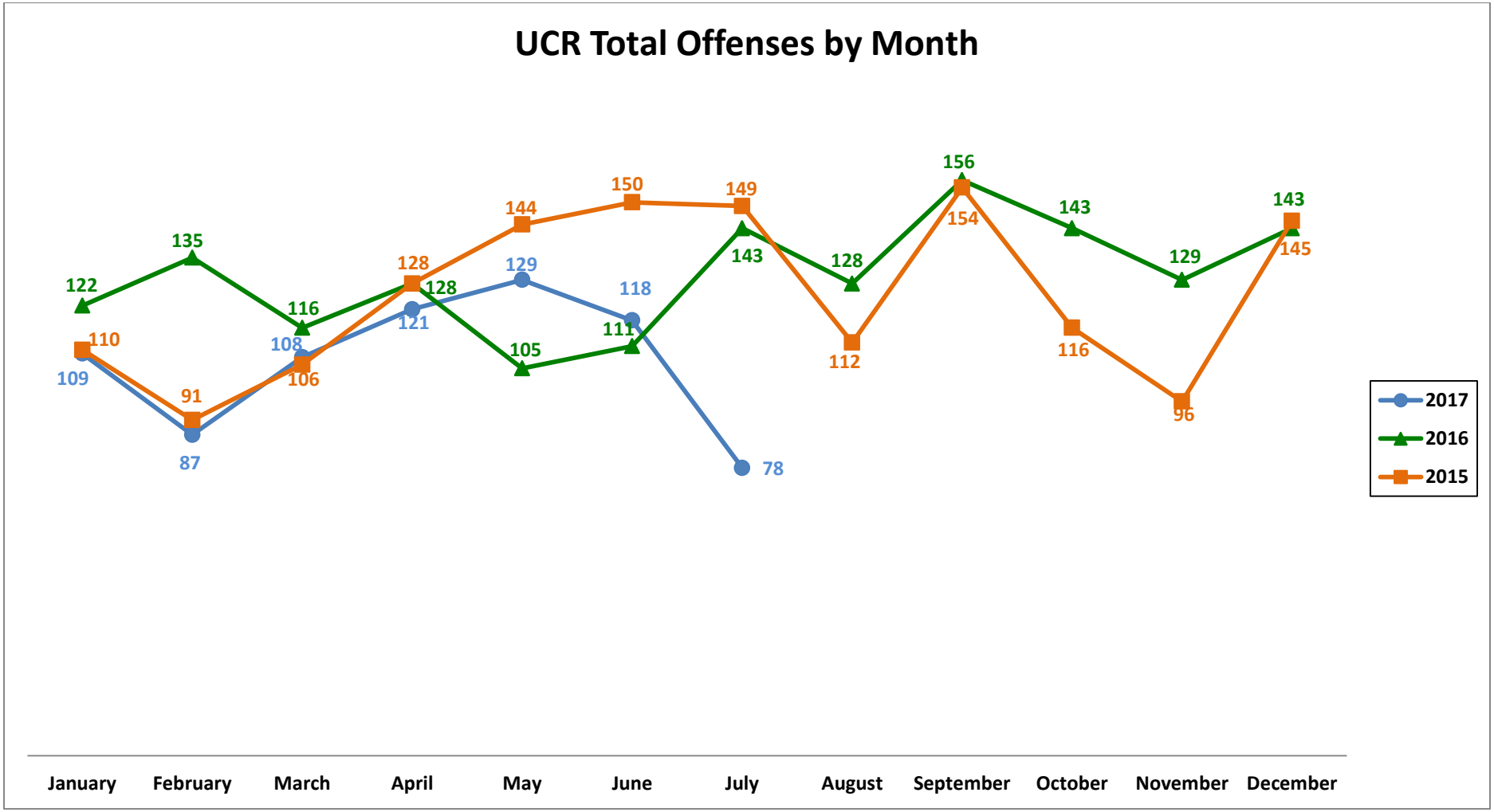


Case Reports by Hour



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

Legislation Details (With Text)

File #:	17-412	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/12/2017			**In control:**	City Council
On agenda:	9/26/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	August FY 2017 EXPENSE Budget Tracking Worksheet.pdf August FY 2017 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2017
Agenda Date: September 26, 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 August 31, 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 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2017

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
2	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
	001-1103-516.64-00	6,000			
08/21/17	001-1103-516.52-00	(200)	COVER SHIPPING /REPAIR OF COUNCIL CHAMB TRICASTER		4392
	001-1103-516.42-00	200			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
8	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
	001-1510-536.12-12	20,893			
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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/18/16	001-1600-513.64-00	10,050	CITY HALL GENERATOR	534
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)		
	001-1600-513.46-02	10,050		
	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		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
28	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			
	001-1601-525.12-00	113,682			
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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/10/17	001-1801-513.12-12	1,819	COVER ACCRUAL PAYOUTS FOR 2 EMPLOYEES LEAVING CITY		4206
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			
	001-2100-521.68-10	1,795			
	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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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
	001-2100-521.64-00	3,251			
	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
23	Budget Amendments/Transfers		Division 2100 Total	$61,476	
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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
	001-2132-524.42-00	3,700			
	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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/27/17	001-2132-524.40-00	112	COVER INTOXYLIZER REPAIR AND MOPHOTRAK RENEWAL		3525
	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			
6	Budget Amendments/Transfers			Division 2132 Total $259,373	
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
	001-2200-522.47-00	20			
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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
07/11/17	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			
8	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)			
	001-3200-515.22-00	(3,765)			
	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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
	001-3200-515.55-00	222			
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			
16	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			
5	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)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/07/17	001-3290-574.48-00	400	WEDDINGS MRKT PROMO ITEMS & PORCHER/CIV CENT CLEANI		4141
	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	
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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/21/17	001-3510-541.42-00	1,000	COVER NEGATIVE BALANCE IN OP SUPPLY AND POSTAGE		4391
	001-3510-541.52-00	9,000			
15	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
	001-3520-572.42-00	500			
	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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
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
14	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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/31/17	001-3580-519.23-00	900	BDGT TXFR EMP DROP-REPLC HLTH - WORK COMP RATE INC		3122
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	
191 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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
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			
9	Budget Amendments/Transfers		Division 3230 Total	($6,942)	
	9 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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/24/17	301-3580-519.62-00	330,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
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			
	301-3580-519.61-00	18,146			
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			
8 Budget Amendments/Transfers			Division 3580 Total	$660,000	
8 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
	421-1601-525.21-00	61			
	421-1601-525.22-00	94			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
05/31/17	421-1601-525.12-00	780	BDGT ADMEND HURRICANE REIMB BY FEMA		3135
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
	421-4010-581.91-01	130,581			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
17	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			
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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/17	421-4020-536.45-00	11,278	PROJECT # NOT IN ADOPTED BUDGET - REASSIGN FUNDS		4265
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			
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			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/14/17	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			
17	Budget Amendments/Transfers		Division 4025 Total	$0	
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
	421-4055-536.63-00	24,370			
	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			
13	Budget Amendments/Transfers		Division 4055 Total	$4,160,270	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
12/09/16	421-4120-536.34-00	2,400	ODOR CONTROL SYSTEM FOR SELLERS PLANT	783
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		
	421-4120-536.12-00	14,000		
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		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
08/29/17	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			
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	
95	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

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/25/16	423-3570-538.61-00	84,400	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
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			
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			
13 Budget Amendments/Transfers			Division 3570 Total	$213,820	
15 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$222,570**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #

327 Transfers & Amendments between 10/1/2016 and 8/31/2017

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: 9/12/2017

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 8/31/2017

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 8/31/2017

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.

Legislation Details (With Text)

File #:	17-413	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/12/2017			**In control:**	City Council
On agenda:	9/26/2017			**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 Contingency Report 8-31-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2017
Agenda Date: September 26, 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 August 31, 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.

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Change Orders - CM authorized to execute

applied to contingency | as of: 8/31/2017

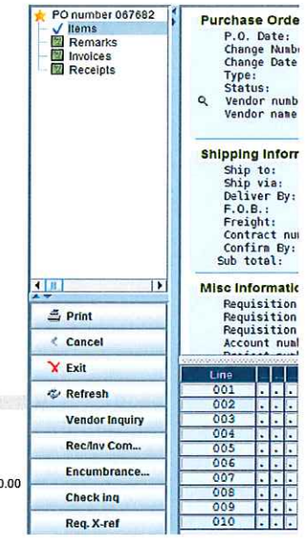
Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS17F3	Utility Lines Extension fo Fire Stn #3										
Op. 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	$ -	n/a	
	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	$ 35,199.90	n/a	
	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	$ 80,190.00	n/a	
	Riverfront Park Boarder Tile Pavers Repairs										
		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	$ 36,806.22	n/a	
	School Street Water Main Replacement			*CO#1*	33160	21,800.00	251,755.00	251,755.00			
		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	$ 1,458,540.21	n/a	
	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			
NOTE: This is a different formula, different authorization>		576,548	^"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	n/a	
	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	FY2016 Expenditures	FY2015 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	n/a	
	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	$ 379,325.01	n/a	
			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		$ 471,547.47	$ 34,945.20	n/a
	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			
		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	$ 1,325,967.11	$ -	n/a
	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										n/a
	Bid No. B-16-10-COC		FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07	1,034,235.07	$ 989,993.00		
			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			
		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	$ -	n/a
	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	FY2016 Expenditures	FY2015 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		$ 455,873.43	$ 27,000.00	n/a	
	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		$ 1,178,408.25	$ 183,433.33	n/a	
	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	$ 123,672.40	n/a	
	Architects Design Group PO#67485/69346		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00		$ 17,227.85			
			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		$ 6,143.40	$ 75,350.09	n/a	
			CO#2		30996	9,992.00	113,316.00		$ 4,549.53			
	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				
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40				
			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	FY2016 Expenditures	FY2015 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		$ 2,119.60	$ 121,018.40	n/a
			CO # 1 Design Criteria EOC at Fire Headquarters		30171	50,955.00	196,574.00		$ 3,937.20		
			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			
			FY 17 PO #69644 (reissue FY16 PO#67682-partial)		32090	3,937.20	127,075.20	6,056.80			
* Fire Stations 1 and 2 were switched after Council		4,681	^contingency balance-->								
	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	$ 1,820,482.23	n/a
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00				
			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	$ 800,374.00	$ 220,050.00
	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			$ 875,143.30	$ 2,959,457.53
	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	$ 798,358.61	
	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	$ 8,814.92	
			PO# 67460 to QLH for SDC		29381	53,001.11	4,575,995.09		v	$ 67,969.77	
	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		$ 14,779.95		
			CO#2 install electronic indicators PO 67318		30007	8,917.65	4,661,632.12		$ 386,032.50		
			CO#2 additional inspection services PO# 67460		30758	18,000.00	4,679,632.12		$ 402.50		
			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			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97	832,412.14			
			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			
			PO# CH2M Hill (reissue PO#67455)								
		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	FY2016 Expenditures	FY2015 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. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00		$ 244,575.44	$ 1,356,251.34	$ 1,544,805.10
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-				
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00				
					26634		(2,316,644.00)					
	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									
	Brandes Design-Build, Inc. PO# 62086 FY13											
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3. for Maxwell Contracting	2015-037								
$5k reimburse check for overpmt of		10,000	contingency authorized for emergency task order			63-00	64-00					
	Brandes Design-Build, Inc. PO# 62605 FY14	76,000	Emergency Task Order authorized ($76k before task order contingency)									
	Bid No. B-13-11-COC											
								Cumulative	FY17 cum	FY17	FY16	FY15 FY14
	Brandes Design-Build, Inc. PO# 64940 FY15			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00		$ 11,932.50	$ 98,983.65	$ 684,706.65 $ 2,023,431.73 $ 50,000.00
	Bid No. B-13-11-COC		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 PO# 67329 FY16		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73				
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29				
	JoBear Contracting FY2016 P.O. 68561		CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29				
					26917	10,200.00		2,823,016.29				
			CO #3 Cable Tray		27079	5,978.14		2,828,994.43				
	CDM Smith FY2017 PO# 67329		CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43				
	Brandes FY2017 PO# 69615		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43	-			
	CDM Smith FY2017 PO# 69522				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 PO 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09		$ 5,085.16		
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03				
			FY17PO		31932	33,812.06		2,891,954.09	33,812.06			
					31932	670.00		2,892,624.09	34,482.06			
			CDM Smith		31954	36,340.00		2,928,964.09	70,822.06			
			CDM Smith			13,250.00		2,942,214.09	84,072.06			
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00		$ -	$ 76,000.00	
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete						
		28,686	^contingency balance--> for Brandes Design-Build									
		10,000	^contingency balance--> for Maxwell Contracting									
		-	^contingency balance--> for Maxwell Contracting									

Legislation Details (With Text)

File #:	17-414	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/12/2017			**In control:**	City Council
On agenda:	9/26/2017			**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 August 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 12, 2017
Agenda Date: September 26, 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 August 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

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- 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 8/31/2017

Target for August is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 6,763,655.12	$ 288,460.88	96%
OTHER PERMITS AND FEES	$ 3,412,358		$ 3,746,509.86	$ (334,151.86)	110%
INTERGOVERNMENTAL	$ 3,230,830		$ 2,500,166.27	$ 730,663.73	77%
CHARGES FOR SERVICES	$ 11,159,533		$ 10,072,257.19	$ 1,087,275.81	90%
FINES AND FORFEITURES	$ 24,000		$ 21,387.02	$ 2,612.98	89%
MISCELLANEOUS	$ 855,457		$ 899,583.53	$ (44,126.53)	105%
OTHER SOURCES (NON-REVENUE)	$ 23,208,834		$ 15,448,448.10	$ 7,760,385.90	67%
REVENUE TOTALS	**$ 48,943,128**		**$ 39,452,007.09**	**$ 9,491,120.91**	**81%**
EXPENSE					
SALARIES AND BENEFITS	$ 21,196,978	$ -	$ 17,759,588.27	$ 3,437,389.73	84%
OPERATING EXPENDITURES	$ 10,927,227	$ 1,268,478.15	$ 7,489,426.92	$ 2,169,321.93	80%
CAPITAL OUTLAY	$ 4,165,516	$ 1,057,365.28	$ 2,610,968.65	$ 497,182.07	88%
GRANTS, AIDS AND OTHER	$ 12,653,407	$ -	$ 11,033,353.73	$ 1,620,053.27	87%
EXPENSE TOTALS	**$ 48,943,128**	**$ 2,325,843.43**	**$ 38,893,337.57**	**$ 7,723,947.00**	84%
REVENUE TOTALS	**$ 48,943,128**	**$ -**	**$ 39,452,007.09**	**$ 9,491,120.91**	**81%**
EXPENSE TOTALS	**$ 48,943,128**	**$ 2,325,843.43**	**$ 38,893,337.57**	**$ 7,723,947.00**	**84%**
	$ -	**$ (2,325,843.43)**	**$ 558,669.52**		

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	405,810	.00		4,463,910	4,768,943.76	107	4,869,722	100,778.24
20	00	DELINQUENT TAXES	1,250	2,591.39	207	13,750	15,097.05	110	15,000	97.05-
25	00	PENALTIES RE: TAXES	416	3.33	1	4,576	18,167.66	397	5,000	13,167.66-
30	00	TAX CERTIFICATES	16,666	.00		183,326	188,947.34	103	200,000	11,052.66
311	**	AD VALOREM	424,142	2,594.72	1	4,665,562	4,991,155.81	107	5,089,722	98,566.19
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	29,166	.00		320,826	399,004.58	124	350,000	49,004.58-
312	**	SALES USE AND FUEL TAXES	29,166	.00		320,826	399,004.58	124	350,000	49,004.58-
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,402	113,801.62	138	906,422	863,587.63	95	988,824	125,236.37
30	00	WATER-COCOA	0	.00		0	.00		0	.00
40	00	GAS	1,722	1,191.80	69	18,942	13,398.13	71	20,673	7,274.87
80	00	PROPANE	969	1,813.62	187	10,659	19,585.07	184	11,639	7,946.07-
314	**	UTILITY SERVICE TAX	85,093	116,807.04	137	936,023	896,570.83	96	1,021,136	124,565.17
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	35,104	31,316.30	89	386,144	250,850.34	65	421,258	170,407.66
315	**	COMMUNICATION SERVICE TAX	35,104	31,316.30	89	386,144	250,850.34	65	421,258	170,407.66
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	43,038.22	304	155,826	226,073.56	145	170,000	56,073.56-
316	**	LOCAL BUSINESS TAX	14,166	43,038.22	304	155,826	226,073.56	145	170,000	56,073.56-
310	***	TAXES	587,671	193,756.28	33	6,464,381	6,763,655.12✓	105	7,052,116✓	288,460.88 ✓
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	20,833	37,876.99	182	229,163	1,240,420.27	541	250,000	990,420.27-
10	00	TRAINING SURCHARGE	58	.00		638	1,369.90	215	700	669.90-
322	**	BUILDING PERMITS	20,891	37,876.99	181	229,801	1,241,790.17	540	250,700	991,090.17-
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,587	31,307.00-	47	732,457	382,988.84	52	799,054	416,065.16
40	00	GAS	1,846	1,068.02	58	20,306	13,309.78	66	22,158	8,848.22
70	00	SOLID WASTE	14,703	15,104.17	103	161,733	166,610.61	103	176,446	9,835.39
323	**	FRANCHISE FEES	83,136	15,134.81-	18	914,496	562,909.23	62	997,658	434,748.77
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	166,250	7,158.52	4	1,828,750	1,720,887.42	94	1,995,000	274,112.58

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	772.23-	116	7,326	219.09	3	8,000	7,780.91
12 03	PENALTIES	83	.00		913	2,889.37	317	1,000	1,889.37-
12 04	TAX CERTIFICATES	12,500	.00		137,500	150,057.69	109	150,000	57.69-
12 *	SERVICE	179,499	6,386.29	4	1,974,489	1,874,053.57	95	2,154,000	279,946.43
325 **	SPECIAL ASSESSMENT	179,499	6,386.29	4	1,974,489	1,874,053.57	95	2,154,000	279,946.43
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	500.00		0	500.00-
25 00	PLANNING AND ZONING	833	1,025.00	123	9,163	66,766.89	729	10,000	56,766.89-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	120.00		0	490.00		0	490.00-
329 **	OTHER PERMITS & FEES	833	1,145.00	138	9,163	67,756.89	740	10,000	57,756.89-
320 ***	OTHER PERMITS & FEES	284,359	30,273.47	11	3,127,949	3,746,509.86 ✓	120	3,412,358 ✓	334,151.86- ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,833	.00		229,163	133,312.33	58	250,000	116,687.67
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,833	.00		229,163	133,312.33	58	250,000	116,687.67
20 01	RES OFFCR - CTY CONTRACT	2,650	.00		29,150	32,500.00	112	31,800	700.00-
20 05	JAG GRANT	1,915	.00		21,065	24,384.00	116	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	1,024	.00		11,264	4,962.00	44	12,298	7,336.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	5,526	5,783.08	105	57,986	46,597.65	80	63,516	16,918.35
20 *	PUBLIC SAFETY	11,115	5,783.08	52	119,465	108,443.65	91	130,594	22,150.35
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,083	.00		836,913	958,678.05	115	913,000	45,678.05-
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	108,031	5,783.08	5	1,185,541	1,200,434.03	101	1,293,594	93,159.97
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,916	.00		32,076	44,563.62	139	35,000	9,563.62-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	2,916	.00		32,076	44,563.62	139	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	21,271	.00		233,981	.00		255,256	255,256.00
334	**	STATE GRANT	21,271	.00		233,981	.00		255,256	255,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,805	30,515.66	79	426,855	346,575.29	81	465,670	119,094.71
12	20	8TH CNT MUNICIPAL GAS TAX	12,156	10,025.94	83	133,716	108,750.05	81	145,873	37,122.95
12	*	STATE REVENUE SHARING	50,961	40,541.60	80	560,571	455,325.34	81	611,543	156,217.66
14	00	MOBILE HOME LICENSES	1,666	448.50	27	18,326	20,934.42	114	20,000	934.42-
15	00	ALCOHOLIC BEVERAGE	1,809	.00		19,899	20,888.60	105	21,717	828.40
18	00	LOCAL GOVERNMENT 1/2 CENT	80,848	.00		889,328	730,484.59	82	970,178	239,693.41
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	8,050.32		0	8,050.32-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		21,571	19,485.35	90	23,542	4,056.65
335	**	STATE SHARED REVENUES	137,245	40,990.10	30	1,509,695	1,255,168.62	83	1,646,980	391,811.38
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	269,463	46,773.18	17	2,961,293	2,500,166.27 ✓	84	3,230,830 ✓	730,663.73 ✓

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE 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	447,865	447,866.00	100	4,926,515	4,926,526.00	100	5,374,389	447,863.00
31 00	ADMIN FEES STORMWATER	7,410	7,411.00	100	81,510	81,521.00	100	88,927	7,406.00
40 00	CERTIFY/COPY/SEARCH	8,333	9,886.06	119	91,663	94,927.79	104	100,000	5,072.21
90 12	PASSPORT EXECUTION FEES	863	900.00	104	9,493	7,300.00	77	10,356	3,056.00
341 **	GENERAL GOVERNMENT	464,471	466,063.06	100	5,109,181	5,110,274.79	100	5,573,672	463,397.21
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	2,225.00		0	2,225.00-
90 01	FALSE ALARM FEES	833	1,110.00	133	9,163	8,510.00	93	10,000	1,490.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	1,110.00	133	9,163	10,735.00	117	10,000	735.00-
342 **	PUBLIC SAFETY	833	1,110.00	133	9,163	10,735.00	117	10,000	735.00-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	36,226.12	108	369,314	366,308.28	99	402,888	36,579.72
37 11	ROCKLEDGE	21,209	22,170.00	105	233,299	220,498.05	95	254,510	34,011.95
37 12	SUN LAKE	279	294.25	106	3,069	2,896.49	94	3,357	460.51
37 13	CLNY PK-M.I.UTIL CO.	150	155.15	103	1,650	1,077.49	65	1,810	732.51
37 16	COCOA BEACH	8,758	.00		96,338	78,926.08	82	105,101	26,174.92
37 17	CAPE CANAVERAL	7,230	7,187.06	99	79,530	72,067.79	91	86,760	14,692.21
37 18	TITUSVILLE	315	326.35	104	3,465	3,303.19	95	3,783	479.81
37 *	WATER BILLING SERVICES	71,515	66,358.93	93	786,665	745,077.37	95	858,209	113,131.63
39 01	SERVICE CHARGES	33,333	43,623.80	131	366,663	386,036.89	105	400,000	13,963.11
39 03	ADMIN CHARGES	35,833	33,745.20	94	394,163	348,530.20	88	430,000	81,469.80
39 04	PENALTIES	75,000	60,071.58	80	825,000	784,154.00	95	900,000	115,846.00
39 05	NSF CHECKS	2,916	3,236.35	111	32,076	34,892.88	109	35,000	107.12
39 *	WATER OTHER INCOME	147,082	140,676.93	96	1,617,902	1,553,613.97	96	1,765,000	211,386.03
41 10	GARBAGE REVENUES	177,823	170,728.80	96	1,956,053	1,893,816.11	97	2,133,878	240,061.89
41 20	RECYCLING REVENUE	17,692	17,836.59	101	194,612	194,014.66	100	212,309	18,294.34
41 30	GREEN WASTE	15,130	15,104.54	100	166,430	164,209.43	99	181,563	17,353.57
41 *	GARBAGE COLLECTION	210,645	203,669.93	97	2,317,095	2,252,040.20	97	2,527,750	275,709.80

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,076.90	100	88,638	80,718.84	91	96,697	15,978.16
45 20	SALE - RECYCLING MATERIAL	83	.00		913	2,508.22	275	1,000	1,508.22-
45 *	GARBAGE - OTHER REVENUE	8,141	8,076.90	99	89,551	83,227.06	93	97,697	14,469.94
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		47,971	39,252.00	82	52,336	13,084.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		92,004	147,872.92	161	100,369	47,503.92-
90 *	OTHER PHYSICAL ENVIRON	12,725	.00		139,975	187,124.92	134	152,705	34,419.92-
343 **	PHYSICAL ENVIRONMENT	450,108	418,782.69	93	4,951,188	4,821,083.52	97	5,401,361	580,277.48
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,000	1,806.12	36	55,000	51,329.56	93	60,000	8,670.44
39 11	TENANT MAINTENANCE FEES	166	131.60	79	1,826	1,390.82	76	2,000	609.18
39 20	COCOA CIVIC CENTER	4,583	1,297.01	28	50,413	39,135.17	78	55,000	15,864.83
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	4,661.59	329	15,576	15,767.82	101	17,000	1,232.18
39 *	OTHER CULTURAL SERVICES	11,165	7,896.32	71	122,815	107,623.37	88	134,000	26,376.63
40 01	COCOA VILLAGE 10% GROSS	2,083	6,360.38	305	22,913	12,735.00	56	25,000	12,265.00
40 05	PERMIT FEES	208	200.00	96	2,288	1,776.75	78	2,500	723.25
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	6,560.38	286	25,201	14,511.75	58	27,500	12,988.25
50 10	EVENT FEES	833	.00		9,163	4,528.76	49	10,000	5,471.24
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	.00		2,750	3,500.00	127	3,000	500.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,083	.00		11,913	8,028.76	67	13,000	4,971.24
347 **	CULTURE/RECREATION	14,539	14,456.70	99	159,929	130,163.88	81	174,500	44,336.12
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	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	929,951	900,412.45	97	10,229,461	10,072,257.19	99	11,159,533	1,087,275.81
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	1,992.32	100	22,000	21,387.02	97	24,000	2,612.98
351	**	JUDGMENTS AND FINES	2,000	1,992.32	100	22,000	21,387.02	97	24,000	2,612.98
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	1,992.32	100	22,000	21,387.02	97	24,000	2,612.98
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
	10 00	INTEREST	4,588	7.02		50,468	112,400.97	223	55,062	57,338.97-
	20 00	DIVIDENDS	0	.00		0	4,136.34		0	4,136.34-
	38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	51,876.73-		0	51,876.73
	40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,588	7.02		50,468	64,660.58	128	55,062	9,598.58-
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	9,313	3,583.33	39	102,443	90,775.20	89	111,760	20,984.80
362	**	RENT AND ROYALTIES	9,313	3,583.33	39	102,443	90,775.20	89	111,760	20,984.80
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	5,320.00		0	48,757.50		0	48,757.50-
	10 00	GAIN/LOSS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	5,320.00		0	48,757.50		0	48,757.50-
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	68,750	73,870.00	107	75,000	1,130.00
10 09	POLICE/FIRE DEPTS	1,486	.00		5,944	7,427.24	125	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	1,486	.00		5,944	7,427.24	125	7,428	.76
366 **	CONTRIBUTIONS & DONATIONS	7,736	6,250.00	81	74,694	81,297.24	109	82,428	1,130.76
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	1,000.00		0	1,000.00		0	1,000.00-
21 00	POLICE STATE CONTRIBUTION	17,194	154,134.45	896	136,934	154,134.45	113	154,135	.55
22 00	FIRE STATE CONTRIBUTION	11,917	130,749.37	1097	118,827	130,749.37	110	130,750	.63
368 **	PENSION CONTRIBUTIONS	29,111	285,883.82	982	255,761	285,883.82	112	284,885	998.82-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	10,398	5,726.14	55	89,178	83,305.38	93	99,582	16,276.62
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	3,333	8,254.75	248	36,663	34,012.25	93	40,000	5,987.75
90 03	CODE ENF ABATE/DEMO REV	5,833	7,588.95	130	64,163	37,947.45	59	70,000	32,052.55
90 04	MISC. POLICE REVENUES	0	196.03		0	2,171.22		0	2,171.22-
90 05	INVESTIGATIVE COSTS REIM	3,791	3,831.32	101	41,701	47,907.58	115	45,500	2,407.58-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	300.00	36	9,163	9,360.00	102	10,000	640.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,760	2,300.00	83	30,360	21,400.00	71	33,120	11,720.00
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	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	26,948	28,197.19	105	271,228	236,103.88	87	298,202	62,098.12
96 00	INSURANCE REFUND/PROCEEDS	11,560	.00		11,560	92,105.31	797	23,120	68,985.31-
369 **	OTHER MISC REVENUES	38,508	28,197.19	73	282,788	328,209.19	116	321,322	6,887.19-
360 ***	MISCELLANEOUS REVENUES	89,256	329,241.36	369	766,154	899,583.53 ✓	117	855,457 ✓	44,126.53- ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	2,343	.00		25,773	28,125.00	109	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)	67,512	.00		85,502	.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	69,855	.00		111,275	28,125.00	25	181,143	153,018.00
381 **	INTERFUND TRANSFER	69,855	.00		111,275	28,125.00	25	181,143	153,018.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	5,004,076	5,004,087.00	100	5,459,000	454,913.00
40 01	6% CONTRIBUTION	82,826	82,827.00	100	911,086	911,097.00	100	993,919	82,822.00
40 *	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	5,915,162	5,915,184.00	100	6,452,919	537,735.00
382 **	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	5,915,162	5,915,184.00	100	6,452,919	537,735.00
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		7,756,875	8,865,000.00	114	8,865,000	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	1,108,125	.00		7,756,875	8,865,000.00	114	8,865,000	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	10,395	.00		114,345	128,492.00	112	124,744	3,748.00-
90	20	PREMIUM ON DEBT ISSUE	63,956	.00		447,692	511,647.10	114	511,648	.90
90	*	NON OPERATING SOURCES	74,351	.00		562,037	640,139.10	114	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	679,132	.00		6,394,233	.00		7,073,380	7,073,380.00
99	*	BALANCE FORWARD	679,132	.00		6,394,233	.00		7,073,380	7,073,380.00
389	**	NON OPERATING SOURCES	753,483	.00		6,956,270	640,139.10	9	7,709,772	7,069,632.90
380	***	OTHER SOURCES(NON-REV)	2,469,205	537,744.00	22	20,739,582	15,448,448.10 ✓	75	23,208,834 ✓	7,760,385.90 ✓
FUND TOTAL		GENERAL FUND	4,631,905	2,040,193.06	44	44,310,820	39,452,007.09 ✓	89	48,943,128 ✓	9,491,120.91 ✓

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	28050	27050.00	96	.00	30600	3550.00	88
11 **	EXECUTIVE SALARIES	2550	2550.00	100	28050	27050.00	96	.00	30600	3550.00	88
12-00	REGULAR SALARIES & WAGES	894405	970041.51	109	10303425	9387993.76	91	.00	11197965	1809971.24	84
12-06	SALARIES/CONTRACTUAL	2222	3080.00	139	24442	6818.75	28	.00	26675	19856.25	26
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	58807	13632.01	23	129146	183073.53	142	.00	187975	4901.47	97
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	955434	986753.52	103	10457013	9577886.04	92	.00	11412615	1834728.96	84
13-00	OTHER SALARIES & WAGES	89565	95718.23	107	939662	856301.57	91	.00	1029268	172966.43	83
13 **	OTHER SALARIES & WAGES	89565	95718.23	107	939662	856301.57	91	.00	1029268	172966.43	83
14-00	OVERTIME	54639	32573.02	60	396104	395503.90	100	.00	450818	55314.10	88
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	54639	32573.02	60	396104	395503.90	100	.00	450818	55314.10	88
15-00	SPECIAL PAY	32073	33901.53	106	326196	323541.46	99	.00	358282	34740.54	90
15 **	SPECIAL PAY	32073	33901.53	106	326196	323541.46	99	.00	358282	34740.54	90
20-00	CLOTHING/SHOE ALLOWANCE	1769	.00	0	19098	16874.65	88	.00	20900	4025.35	81
20 **	CLOTHING/SHOE ALLOWANCE	1769	.00	0	19098	16874.65	88	.00	20900	4025.35	81
21-00	FICA TAXES	87718	85828.68	98	945010	827418.94	88	.00	1032850	205431.06	80
21 **	FICA TAXES	87718	85828.68	98	945010	827418.94	88	.00	1032850	205431.06	80
22-00	RETIREMENT CONTRIBUTIONS	52025	56683.30	109	559381	519384.91	93	.00	611497	92112.09	85
22-01	LICENSED POLICE/FIRE	172124	155253.72	90	1829510	1705442.41	93	.00	2001656	296213.59	85
22-02	STATE CONTRIBUTIONS	26972	284883.82	1056	257892	284883.82	111	.00	284885	1.18	100
22-03	ICMA - CITY MANAGER	707	757.60	107	7546	7249.40	96	.00	8259	1009.60	88

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	251828	497578.44	198	2654329	2516960.54	95	.00	2906297	389336.46	87
23-00	LIFE/HEALTH INSURANCE	260674	213734.83	82	2832869	2463286.71	87	.00	3093669	630382.29	80
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	260674	213734.83	82	2832869	2463286.71	87	.00	3093669	630382.29	80
24-00	WORKER'S COMPENSATION	54556	55467.38	102	553466	547494.50	99	.00	608156	60661.50	90
24 **	WORKER'S COMPENSATION	54556	55467.38	102	553466	547494.50	99	.00	608156	60661.50	90
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	992.46	11	.00	10000	9007.54	10
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	992.46	11	.00	10000	9007.54	10
27-00	CAFETERIA PLAN	21167	18350.00	87	222358	206277.50	93	.00	243523	37245.50	85
27 **	CAFETERIA PLAN	21167	18350.00	87	222358	206277.50	93	.00	243523	37245.50	85
31-00	PROFESSIONAL SERVICES	56412	15591.75	28	562356	240013.05	43	191274.67	618784	187496.28	70
31-01	LEGAL FEES	45745	31728.08	69	410795	358250.45	87	98272.55	456550	27.00	100
31-02	MEDICAL SERVICES	3283	680.11	21	36113	30554.77	85	5193.90	39398	3649.33	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	12023	13125.00	109	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	10669	.00	0	200042	122841.11	61	87870.89	210712	.00	100
31 **	PROFESSIONAL SERVICES	117202	47999.94	41	1221329	764784.38	63	382612.01	1338569	191172.61	86
32-00	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
34-00	CONTRACT SERVICES	90810	15318.04	17	968793	764482.79	79	109318.78	1059668	185866.43	83
34-03	CUSTOMER SERVICE CONTRACT	152752	147752.68	97	1680272	1509567.03	90	.00	1833029	323461.97	82
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1682	.00	0	22220	16340.00	74	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	245244	163070.72	67	2671285	2290389.82	86	116818.78	2916597	509388.40	83

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	37189	.00	0	160991	.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	17790-	.00	0	17786	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	19399	.00	0	178777	.00	0	.00	198185	198185.00	0
40-00	TRAVEL & PER DIEM	4997	3695.81	74	47667	33117.20	70	.00	52770	19652.80	63
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4997	3695.81	74	47667	33117.20	70	.00	52770	19652.80	63
41-00	COMMUNICATION	14670	3034.88	21	153758	109825.60	71	43627.90	168464	15010.50	91
41 **	COMMUNICATION	14670	3034.88	21	153758	109825.60	71	43627.90	168464	15010.50	91
42-00	POSTAGE & FREIGHT	36700	1230.86	3	377160	333492.64	88	60141.74	413972	20337.62	95
42 **	POSTAGE & FREIGHT	36700	1230.86	3	377160	333492.64	88	60141.74	413972	20337.62	95
43-00	ELECTRIC/WATER/SEWER	55865	51949.93	93	648015	529289.40	82	150172.36	703905	24443.24	97
43 **	ELECTRIC/WATER/SEWER	55865	51949.93	93	648015	529289.40	82	150172.36	703905	24443.24	97
44-00	RENTALS AND LEASES	13423	9709.87	72	156055	141624.51	91	12156.27	169529	15748.22	91
44 **	RENTALS AND LEASES	13423	9709.87	72	156055	141624.51	91	12156.27	169529	15748.22	91
45-00	INSURANCE	33102	.00	0	364122	367896.35	101	.00	397284	29387.65	93
45 **	INSURANCE	33102	.00	0	364122	367896.35	101	.00	397284	29387.65	93
46-00	REPAIRS & MAINTENANCE	50836	11162.84	22	605577	471416.77	78	85108.99	656466	99940.24	85
46-02	REPAIR/MAINT BUILDING	55661	17557.22	32	574665	423491.71	74	168514.22	630343	38337.07	94
46-03	REPAIR/MAINT-VEHICLES	13809	13132.93	95	182065	163845.32	90	4223.15	195953	27884.53	86
46-05	HYDRANT FEES	15471	15451.56	100	170181	169967.16	100	.00	185653	15685.84	92
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	135777	57304.55	42	1532488	1228720.96	80	257846.36	1668415	181847.68	89
47-00	PRINTING & BINDING	1360	49.50	4	17340	8315.04	48	1933.48	18798	8549.48	55
47 **	PRINTING & BINDING	1360	49.50	4	17340	8315.04	48	1933.48	18798	8549.48	55
48-00	PROMOTIONAL ACTIVITIES	4205	122.40	3	48768	21853.64	45	3305.00	52993	27834.36	48
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	41250	.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	7955	122.40	2	90018	21853.64	24	3305.00	97993	72834.36	26
49-00	OTHER CHARGES & OBLIG.	68773	657.71	1	631077	487855.65	77	6119.50	699893	205917.85	71
49-02	ADVERTISING	10-	.00	0	170	159.00	94	.00	159	.00	100
49-05	BROWNFIELDS REDEV PROG	20033	.00	0	220363	133312.33	61	103360.00	240406	3733.67	98
49-06	BROWNFIELD PROG CITY COST	625	.00	0	6875	3650.00	53	.00	7500	3850.00	49
49-07	BAD DEBT EXPENSE	12832	2804.42-	22-	141152	59762.24-	42-	.00	154000	213762.24	39-
49-08	CASH OVER/SHORT	21	40.09	191	21	40.09	191	.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	4485.00	239	20625	22499.35	109	.00	22500	.65	100
49 **	OTHER CHARGES & OBLIG.	104149	2378.38	2	1020283	587754.18	58	109479.50	1124499	427265.32	62
52-00	OPERATING SUPPLIES	103592	21323.11	21	968022	652076.89	67	88385.35	1071710	331247.76	69
52-02	UNIFORMS	1545	146.95	10	16995	14869.57	88	2105.48	18550	1574.95	92
52-05	EMS 1st RESP-CONSUM SUPP	5898	1591.18	27	39678	39968.32	101	5272.19	45583	342.49	99
52-07	JANITORIAL SUPPLIES	2096	3155.78	151	23056	21161.12	92	.00	25170	4008.88	84
52-10	HEATING FUEL	103	.00	0	1133	967.79	85	272.21	1240	.00	100
52-30	FUEL OIL & LUBRICANTS	14614	18172.62	124	204757	162100.49	79	.00	219422	57321.51	74
52-33	EMPLOYEE HEALTH CENTER	13956	.00	0	70833	61753.38	87	23038.62	84792	.00	100
52 **	OPERATING SUPPLIES	141804	44389.64	31	1324474	952897.56	72	119073.85	1466467	394495.59	73

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	6924-	1271.50	18-	32378	11282.84	35	3000.90	25455	11171.26	56
53 **	ROAD MATERIALS/SUPPLIES	6924-	1271.50	18-	32378	11282.84	35	3000.90	25455	11171.26	56
54-00	MEMBERSHIP/PUBLICATIONS	2731	301.61	11	29142	24096.51	83	.00	31963	7866.49	75
54 **	MEMBERSHIP/PUBLICATIONS	2731	301.61	11	29142	24096.51	83	.00	31963	7866.49	75
55-00	TRAINING	5269	3024.00	57	72988	38850.59	53	8300.00	78362	31211.41	60
55-01	EDA PROGRAM	1041	636.84	61	11451	1735.70	15	10.00	12500	10754.30	14
55 **	TRAINING	6310	3660.84	58	84439	40586.29	48	8310.00	90862	41965.71	54
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	1299-	.00	0	7975	.00	0	.00	6683	6683.00	0
61 **	LAND	1299-	.00	0	7975	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21661	.00	0	238271	258526.79	109	4.00	259936	1405.21	100
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	.00	0	238271	258526.79	109	4.00	259936	1405.21	100
63-00	INFRASTRUCTURE	243408	93666.30	39	2613753	1609749.68	62	806151.80	2857171	441269.52	85
63 **	INFRASTRUCTURE	243408	93666.30	39	2613753	1609749.68	62	806151.80	2857171	441269.52	85
64-00	MACHINERY AND EQUIPMENT	108631	17709.05	16	893613	703268.31	79	251209.48	1002301	47823.21	95
64-01	JAG GRANT	3346	.00	0	20076	23425.87	117	.00	23427	1.13	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	111977	17709.05	16	913689	726694.18	80	251209.48	1025728	47824.34	95

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	1573	.00	0	14433	15998.00	111	.00	15998	.00	100
68 **	INTANGIBLE ASSETS	1573	.00	0	14433	15998.00	111	.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	1241007	.00	0	8687049	9928053.34	114	.00	9928054	.66	100
73 **	OTHER DEBT SVC COSTS	1241007	.00	0	8687049	9928053.34	114	.00	9928054	.66	100
81-00	AIDS TO GOVT AGENCY	62583	.00	0	688413	751001.00	109	.00	751003	2.00	100
81 **	AIDS TO GOVT AGENCY	62583	.00	0	688413	751001.00	109	.00	751003	2.00	100
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	1162326	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	1162326	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	42482	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	42482	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	73333	.00	0	586664	354299.39	60	.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	73333	.00	0	586664	354299.39	60	.00	660000	305700.61	54
FUND 001	TOTAL *********										
	GENERAL FUND	4613966	2524001.41	55	44326978	38893337.57	88	2325843.43	48943128	7723947.00	84
GRAND	TOTAL *********										
		4613966	2524001.41	55	44326978	38893337.57	88	2325843.43	48943128	7723947.00	84



FY 2017 Budget by Classification Report - Summary Listing

Through 8/31/2017

Target for August is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 1,629,482.50	$ 38,960.50	98%
CHARGES FOR SERVICES	$ 52,128,130		$ 53,132,923.69	$ (1,004,793.69)	102%
MISCELLANEOUS	$ 307,595		$ 544,181.27	$ (236,586.27)	177%
OTHER SOURCES (NON-REVENUE)	$ 29,020,257		$ 1,000,776.70	$ 28,019,480.30	3%
REVENUE TOTALS	**$ 83,124,425**	-	**$ 56,307,364.16**	**$ 26,817,060.84**	**68%**
				$ (26,718,002.27)	
EXPENSE					
SALARIES AND BENEFITS	$ 13,919,535	$ -	$ 10,917,811.38	$ 3,001,723.62	78%
OPERATING EXPENDITURES	$ 24,398,808	$ 4,904,570.38	$ 15,734,120.30	$ 3,760,117.32	85%
CAPITAL OUTLAY	$ 29,199,384	$ 7,897,082.70	$ 13,465,107.62	$ 7,837,193.68	73%
GRANTS, AIDS AND OTHER	$ 15,606,698	$ -	$ 9,907,384.00	$ 5,699,314.00	63%
EXPENSE TOTALS	**$ 83,124,425**	**$ 12,801,653.08**	**$ 50,024,423.30**	**$ 20,298,348.62**	76%
REVENUE TOTALS	**$ 83,124,425**	**$ -**	**$ 56,307,364.16**	**$ 26,817,060.84**	**68%**
EXPENSE TOTALS	**$ 83,124,425**	**$ 12,801,653.08**	**$ 50,024,423.30**	**$ 20,298,348.62**	**76%**
	$ -	**$ (12,801,653.08)**	**$ 6,282,940.86**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
	03 10	WATER - RESIDENTIAL	63,949	143,850.00	225	703,439	1,069,640.00	152	767,388	302,252.00-
	03 11	WATER - COMMERCIAL	66,559	22,575.00	34	732,149	397,092.50	54	798,711	401,618.50
	03 20	SEWER - RESIDENTIAL	767	.00		8,437	13,750.00	163	9,210	4,540.00-
	03 21	SEWER - COMMERCIAL	7,761	.00		85,371	149,000.00	175	93,134	55,866.00-
	03 *	IMPACT FEES	139,036	166,425.00	120	1,529,396	1,629,482.50	107	1,668,443	38,960.50
324	**	IMPACT FEES	139,036	166,425.00	120	1,529,396	1,629,482.50	107	1,668,443	38,960.50
320	***	OTHER PERMITS & FEES	139,036	166,425.00	120	1,529,396	1,629,482.50 ✓	107	1,668,443 ✓	38,960.50 ✓
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	304,068.96		0	304,068.96-
331	**	FEDERAL GRANTS	0	.00		0	304,068.96		0	304,068.96-
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
	30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
	30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
	30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	304,068.96 ✓		0	304,068.96- ✓
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	3,659,823	3,857,294.81	105	40,258,053	44,708,236.81	111	43,917,881	790,355.81-
	33 00	WATER CONNECTION FEE	20,000	50,459.54	252	220,000	393,681.58	179	240,000	153,681.58-
	33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
	33 *	WATER CONNECTION FEE	20,000	50,459.54	252	220,000	393,681.58	179	240,000	153,681.58-
	36 00	WATER HYDRANT FEES	217,357	244,621.91	113	2,390,927	2,672,180.13	112	2,608,291	63,889.13-
	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	700.00	560	1,375	5,800.00	422	1,500	4,300.00-
	39 07	BACKFLOW DEVICE TEST	12,083	3,154.39	26	132,913	134,751.48	101	145,000	10,248.52
	39 08	JUMPER METERS	58	100.00	172	638	1,950.00	306	700	1,250.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	11,000	25,000.00	227	12,000	13,000.00-
	39 10	BACKFLOW PRV/RLCT TEMP	208	105.42	51	2,288	459.62	20	2,500	2,040.38

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	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	13,474	6,059.81	45	148,214	167,961.10	113	161,700	6,261.10-
51 00	SEWER SALES	405,421	430,027.66	106	4,459,631	4,865,024.91	109	4,865,057	32.09
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	430,027.66	106	4,459,631	4,865,024.91	109	4,865,057	32.09
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	602.99	117	5,676	6,218.60	110	6,200	18.60-
60 00	REUSE WATER	26,416	29,583.78	112	290,576	311,904.91	107	317,001	5,096.09
60 01	REUSE WATER INSTALLATION	1,000	619.17	62	11,000	7,715.65	70	12,000	4,284.35
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	30,202.95	110	301,576	319,620.56	106	329,001	9,380.44
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,619,269.67	106	47,784,077	53,132,923.69	111	52,128,130	1,004,793.69-
340 ***	CHARGES FOR SERVICES	4,344,007	4,619,269.67	106	47,784,077 ✓	53,132,923.69 ✓	111	52,128,130 ✓	1,004,793.69- ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		221,177	197,970.60	90	241,295	43,324.40
10 10	SBA	0	.00		0	.97		0	.97-
10 *	INTEREST	20,107	.00		221,177	197,971.57	90	241,295	43,323.43
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	99,351.19-		0	99,351.19
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	.00		221,177	98,620.38	45	241,295	142,674.62
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	70.00	6	13,750	97,371.06	708	15,000	82,371.06-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	70.00	6	13,750	97,371.06	708	15,000	82,371.06-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	.00		9,163	6,658.40	73	10,000	3,341.60
365	**	SALES OF SURPLUS SCRAP	833	.00		9,163	6,658.40	73	10,000	3,341.60
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	3,333	5,814.06	174	36,663	36,162.47	99	40,000	3,837.53
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	5,814.06	174	36,663	36,162.47	99	40,000	3,837.53
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,333	5,814.06	174	36,663	36,162.47	99	40,000	3,837.53
360	***	MISCELLANEOUS REVENUES	25,631	5,884.06	23	281,941	240,112.31 ✓	85	307,595 ✓	67,482.69 ✓
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	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE 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	12,137.08		0	103,154.61		0	103,154.61-
83 00	CONTRIBUTION VIERA	0	44,148.14		0	303,666.55		0	303,666.55-
83 01	THE VIERA COMPANY	0	385,026.00		0	385,026.00		0	385,026.00-
83 *	CONTRIBUTION VIERA	0	429,174.14		0	688,692.55		0	688,692.55-
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	2,529,261	.00		26,490,983	.00		29,020,257	29,020,257.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,529,261	.00		26,490,983	.00		29,020,257	29,020,257.00
389 **	NON OPERATING SOURCES	2,529,261	441,311.22	17	26,490,983	1,000,776.70	4	29,020,257	28,019,480.30
380 ***	OTHER SOURCES(NON-REV)	2,529,261	441,311.22	17	26,490,983	1,000,776.70 ✓	4	29,020,257 ✓	28,019,480.30 ✓
FUND TOTAL	WATER/SEWER ENTERPRISE	7,037,935	5,232,889.95	74	76,086,397	56,307,364.16 ✓	74	83,124,425 ✓	26,817,060.84 ✓

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	583649	680881.30	117	6979809	6117704.07	88	.00	7563504	1445799.93	81
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5415	896.80	17	18921	24330.68	129	.00	24333	2.32	100
12 **	REGULAR SALARIES & WAGES	589064	681778.10	116	6998730	6142034.75	88	.00	7587837	1445802.25	81
13-00	OTHER SALARIES & WAGES	59327	49259.68	83	470202	445162.55	95	.00	529556	84393.45	84
13 **	OTHER SALARIES & WAGES	59327	49259.68	83	470202	445162.55	95	.00	529556	84393.45	84
14-00	OVERTIME	77644	39545.90	51	478561	482122.88	101	.00	556249	74126.12	87
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	77644	39545.90	51	478561	482122.88	101	.00	556249	74126.12	87
15-00	SPECIAL PAY	16	.00	0	176	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	176	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1843	155.00	8	19422	16080.00	83	.00	21285	5205.00	76
20 **	CLOTHING/SHOE ALLOWANCE	1843	155.00	8	19422	16080.00	83	.00	21285	5205.00	76
21-00	FICA TAXES	57646	57029.74	99	625222	517486.58	83	.00	682932	165445.42	76
21 **	FICA TAXES	57646	57029.74	99	625222	517486.58	83	.00	682932	165445.42	76
22-00	RETIREMENT CONTRIBUTIONS	163071	138961.65	85	1329331	1140479.39	86	.00	1492442	351962.61	76
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	163071	138961.65	85	1329331	1140479.39	86	.00	1492442	351962.61	76
23-00	LIFE/HEALTH INSURANCE	191295	147019.38	77	2091463	1567383.87	75	.00	2282793	715409.13	69
23-02	LIFE/HEALTH RETIREES	15002	7192.36	48	165022	108298.80	66	.00	180024	71725.20	60
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	206297	154211.74	75	2256485	1675682.67	74	.00	2462817	787134.33	68
24-00	WORKER'S COMPENSATION	38774	42223.27	109	396132	394762.56	100	.00	434955	40192.44	91

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	38774	42223.27	109	396132	394762.56	100	.00	434955	40192.44	91
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	12612	9800.00	78	138648	104000.00	75	.00	151262	47262.00	69
27 **	CAFETERIA PLAN	12612	9800.00	78	138648	104000.00	75	.00	151262	47262.00	69
31-00	PROFESSIONAL SERVICES	128746	5213.10	4	1483416	209520.34	14	1255771.07	1612179	146887.59	91
31-01	LEGAL EXPENSES	27500	480.60	2	152500	108619.49	71	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	3416	.00	0	.00	2874	2874.00	0
31-33	EMPLOYEE HEALTH CENTER	7326	.00	0	137358	84348.17	61	60335.83	144684	.00	100
31 **	PROFESSIONAL SERVICES	163030	5693.70	4	1776690	402488.00	23	1352494.33	1939737	184754.67	91
32-00	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	39875	43500.00	109	.00	43500	.00	100
34-00	CONTRACT SERVICES	60044	24489.28	41	1012566	768529.37	76	155094.22	1072637	149013.41	86
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	4926515	4926526.00	100	.00	5374389	447863.00	92
34 **	CONTRACT SERVICES	507909	472355.28	93	5939081	5695055.37	96	155094.22	6447026	596876.41	91
39-00	CONTINGENCY	67292-	.00	0	1065645	.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	67292-	.00	0	1065645	.00	0	.00	998359	998359.00	0
40-00	TRAVEL AND PER DIEM	2048	.00	0	18990	11154.69	59	.00	21068	9913.31	53
40-01	CAR ALLOWANCE	12	.00	0	132	.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	2060	.00	0	19122	11154.69	58	.00	21218	10063.31	53
41-00	COMMUNICATION	11997	3197.56	27	119179	78768.00	66	23405.75	131208	29034.25	78
41 **	COMMUNICATION	11997	3197.56	27	119179	78768.00	66	23405.75	131208	29034.25	78
42-00	POSTAGE AND FREIGHT	3682	1615.18	44	33899	26459.43	78	3900.78	37606	7245.79	81
42 **	POSTAGE AND FREIGHT	3682	1615.18	44	33899	26459.43	78	3900.78	37606	7245.79	81
43-00	ELECTRIC/WATER/SEWER	202766	142881.83	71	2224423	1450709.59	65	961921.48	2427215	14583.93	99
43 **	ELECTRIC/WATER/SEWER	202766	142881.83	71	2224423	1450709.59	65	961921.48	2427215	14583.93	99
44-00	RENTALS AND LEASES	17492	2346.10	13	153666	155193.85	101	9757.35	171180	6228.80	96
44 **	RENTALS AND LEASES	17492	2346.10	13	153666	155193.85	101	9757.35	171180	6228.80	96
45-00	INSURANCE	31261	.00	0	345823	361914.05	105	.00	377135	15220.95	96
45 **	INSURANCE	31261	.00	0	345823	361914.05	105	.00	377135	15220.95	96
46-00	REPAIRS & MAINTENANCE	532377	257685.78	48	6285251	4058448.47	65	1503199.08	6817654	1256006.45	82
46-02	REPAIRS/MAINT - BUILDING	8443	772.72	9	184624	109386.16	59	24111.25	193084	59586.59	69
46-03	REPAIR/MAINT-VEHICLES	17437	11423.58	66	191807	144301.00	75	.00	209277	64976.00	69
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	558257	269882.08	48	6661682	4312135.63	65	1527310.33	7220015	1380569.04	81
47-00	PRINTING & BINDING	562	117.50	21	6412	1647.60	26	169.00	7005	5188.40	26
47 **	PRINTING & BINDING	562	117.50	21	6412	1647.60	26	169.00	7005	5188.40	26
48-00	PROMOTIONAL ACTIVITIES	1250	200.00	16	13750	7469.25	54	.00	15000	7530.75	50
48 **	PROMOTIONAL ACTIVITIES	1250	200.00	16	13750	7469.25	54	.00	15000	7530.75	50
49-00	OTHER CHARGES & OBLIG.	2724	1484.39	55	29734	24119.62	81	.00	32496	8376.38	74
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	2578.19-	18-	160413	74391.85-	46-	.00	175000	249391.85	43-
49-08	CASH OVER & UNDER	25	61.00	244	275	260.06	95	.00	300	39.94	87
49-09	DOCUMENT RECORDING CHGS	250	400.00-	160-	2750	1630.40-	59-	.00	3000	4630.40	54-

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.	17582	1432.80-	8-	193172	51642.57-	27-	.00	210796	262438.57	25-
52-00	OPERATING SUPPLIES	358435	129793.15	36	3425776	2903451.04	85	784376.87	3784256	96428.09	98
52-07	JANITORIAL SUPPLIES	852	720.35	85	9372	8044.86	86	.00	10240	2195.14	79
52-30	FUEL OIL & LUBRICANTS	25986	18860.93	73	285846	200494.94	70	34143.54	311862	77223.52	75
52-33	EMPLOYEE HEALTH CENTER	9582	.00	0	48630	42402.51	87	15819.49	58222	.00	100
52 **	OPERATING SUPPLIES	394855	149374.43	38	3769624	3154393.35	84	834339.90	4164580	175846.75	96
53-00	ROAD MATERIALS/SUPPLIES	4101	.00	0	45933	11990.36	26	27204.24	50056	10861.40	78
53 **	ROAD MATERIALS/SUPPLIES	4101	.00	0	45933	11990.36	26	27204.24	50056	10861.40	78
54-00	MEMBERSHIP/PUBLICATIONS	3130	739.70	24	34430	31499.70	92	.00	37585	6085.30	84
54 **	MEMBERSHIP/PUBLICATIONS	3130	739.70	24	34430	31499.70	92	.00	37585	6085.30	84
55-00	TRAINING	8276	5065.00	61	83780	41384.00	49	8973.00	92087	41730.00	55
55-01	EDA PROGRAM	625	.00	0	6875	.00	0	.00	7500	7500.00	0
55 **	TRAINING	8901	5065.00	57	90655	41384.00	46	8973.00	99587	49230.00	51
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2287151	183754.42	8	23478727	12245149.15	52	7515365.68	25765897	6005382.17	77
63 **	INFRASTRUCTURE	2287151	183754.42	8	23478727	12245149.15	52	7515365.68	25765897	6005382.17	77
64-00	MACHINERY AND EQUIPMENT	243878	17927.00	7	2228945	1180008.47	53	381717.02	2472842	911116.51	63
64-15	IT HARDWARE	2998	.00	0	32978	9950.00	30	.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	246876	17927.00	7	2261923	1189958.47	53	381717.02	2508837	937161.51	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	77052	.00	0	847572	30000.00	4	.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	847572	30000.00	4	.00	924650	894650.00	3
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	1000.00	1205	913	1000.00	110	.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	83	1000.00	1205	913	1000.00	110	.00	1000	.00	100
91-01	TRANSFER TO GEN FUND 001	522429	454917.00	87	5089589	5004087.00	98	.00	5612018	607931.00	89
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	.00	0	8249780	3991200.00	48	.00	8999761	5008561.00	44
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	1272409	454917.00	36	13339369	8995287.00	67	.00	14611779	5616492.00	62
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	911086	911097.00	100	.00	993919	82822.00	92
95 **	NONOPERATING	82826	82827.00	100	911086	911097.00	100	.00	993919	82822.00	92
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7037859	2965426.06	42	76085560	50024423.30	66	12801653.08	83124425	20298348.62	76
GRAND	TOTAL *********	7037859	2965426.06	42	76085560	50024423.30	66	12801653.08	83124425	20298348.62	76



FY 2017 Budget by Classification Report - Summary Listing

Through 8/31/2017

Target for August is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 1,346,576.72	$ 25,456.28	98%
MISCELLANEOUS	$ 2,000		$ 2,108.87	$ (108.87)	105%
OTHER SOURCES (NON-REVENUE)	$ 1,714,619		$ 21,782.25	$ 1,692,836.75	1%
REVENUE TOTALS	**$ 3,088,652**	**-**	**$ 1,370,467.84**	**$ 1,718,184.16**	**44%**
EXPENSE					
SALARIES AND BENEFITS	$ 609,163	$ -	$ 506,144.94	$ 103,018.06	83%
OPERATING EXPENDITURES	$ 390,994	$ 90,742.18	$ 186,636.24	$ 113,615.58	71%
CAPITAL OUTLAY	$ 2,088,495	$ 695,490.79	$ 1,305,013.68	$ 87,990.53	96%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 3,088,652**	**$ 786,232.97**	**$ 1,997,794.86**	**$ 304,624.17**	**90%**
REVENUE TOTALS	**$ 3,088,652**	**$ -**	**$ 1,370,467.84**	**$ 1,718,184.16**	**44%**
EXPENSE TOTALS	**$ 3,088,652**	**$ 786,232.97**	**$ 1,997,794.86**	**$ 304,624.17**	**90%**
	$ -	**$ (786,232.97)**	**$ (627,327.02)**		

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	120,665.35	106	1,257,696	1,346,576.72	107	1,372,033	25,456.28
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	120,665.35	106	1,257,696	1,346,576.72	107	1,372,033	25,456.28
343 **	PHYSICAL ENVIRONMENT	114,336	120,665.35	106	1,257,696	1,346,576.72	107	1,372,033	25,456.28
340 ***	CHARGES FOR SERVICES	114,336	120,665.35	106	1,257,696	1,346,576.72✓	107	1,372,033✓	25,456.28✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	.00		1,826	3,488.39	191	2,000	1,488.39-
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	.00		1,826	3,488.39	191	2,000	1,488.39-
20 00	DIVIDENDS	0	.00		0	32.38		0	32.38-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,411.90-		0	1,411.90
361 **	INTEREST AND OTHR EARNING	166	.00		1,826	2,108.87	116	2,000	108.87-
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	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	.00		1,826	2,108.87 ✓	116	2,000 ✓	108.87- ✓
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	150,695	.00		1,563,922	.00		1,714,619	1,714,619.00
99	*	BALANCE FORWARD	150,695	.00		1,563,922	.00		1,714,619	1,714,619.00
389	**	NON OPERATING SOURCES	150,695	.00		1,563,922	21,782.25	1	1,714,619	1,692,836.75
380	***	OTHER SOURCES(NON-REV)	150,695	.00		1,563,922	21,782.25 ✓	1	1,714,619 ✓	1,692,836.75 ✓
FUND TOTAL		STORMWATER UTILITY	265,197	120,665.35	46	2,823,444	1,370,467.84 ✓	49	3,088,652 ✓	1,718,184.16 ✓

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	29466	26435.19	90	320647	282429.12	88	.00	350117	67687.88	81
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	264	.00	0	1056	1320.97	125	.00	1321	.03	100
12 **	REGULAR SALARIES & WAGES	29730	26435.19	89	321703	283750.09	88	.00	351438	67687.91	81
13-00	OTHER SALARIES & WAGES	3437	3876.76	113	37807	36131.37	96	.00	41249	5117.63	88
13 **	OTHER SALARIES & WAGES	3437	3876.76	113	37807	36131.37	96	.00	41249	5117.63	88
14-00	OVERTIME	932	49.98	5	4659	5116.52	110	.00	5596	479.48	91
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	932	49.98	5	4659	5116.52	110	.00	5596	479.48	91
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	495	550.00	111	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	495	550.00	111	.00	550	.00	100
21-00	FICA TAXES	2671	2109.62	79	28716	22523.11	78	.00	31393	8869.89	72
21 **	FICA TAXES	2671	2109.62	79	28716	22523.11	78	.00	31393	8869.89	72
22-00	RETIREMENT CONTRIBUTIONS	2932	2800.88	96	31419	28648.51	91	.00	34361	5712.49	83
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2932	2800.88	96	31419	28648.51	91	.00	34361	5712.49	83
23-00	LIFE/HEALTH INSURANCE	8862	7486.18	85	83636	83186.12	100	.00	92504	9317.88	90
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	8862	7486.18	85	83636	83186.12	100	.00	92504	9317.88	90
24-00	WORKER'S COMPENSATION	4182	4025.54	96	39989	39709.22	99	.00	44177	4467.78	90
24 **	WORKER'S COMPENSATION	4182	4025.54	96	39989	39709.22	99	.00	44177	4467.78	90

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	6988	6530.00	93	.00	7895	1365.00	83
27 **	CAFETERIA PLAN	907	480.00	53	6988	6530.00	93	.00	7895	1365.00	83
31-00	PROFESSIONAL SERVICES	8333	.00	0	91663	12698.50	14	75660.00	100000	11641.50	88
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	243	.00	0	5076	3155.27	62	2164.73	5320	.00	100
31 **	PROFESSIONAL SERVICES	8617	.00	0	97190	15853.77	16	77824.73	105820	12141.50	89
34-00	CONTRACT SERVICES	416	.00	0	4576	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	81510	81521.00	100	.00	88927	7406.00	92
34 **	CONTRACT SERVICES	7826	7411.00	95	86086	81521.00	95	.00	93927	12406.00	87
39-00	CONTINGENCY	3601-	.00	0	15129	.00	0	.00	11534	11534.00	0
39 **	CONTINGENCY	3601-	.00	0	15129	.00	0	.00	11534	11534.00	0
40-00	TRAVEL & PER DIEM	212	.00	0	2332	375.00	16	.00	2550	2175.00	15
40 **	TRAVEL & PER DIEM	212	.00	0	2332	375.00	16	.00	2550	2175.00	15
41-00	COMMUNICATION	180	.00	0	1980	598.14	30	901.86	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1980	598.14	30	901.86	2160	660.00	69
42-00	POSTAGE & FREIGHT	500	85.00	17	1497	1185.05	79	298.90	2000	516.05	74
42 **	POSTAGE & FREIGHT	500	85.00	17	1497	1185.05	79	298.90	2000	516.05	74
43-00	ELECTRIC/WATER/SEWER	1652	980.92	59	18172	10601.44	58	7691.74	19830	1536.82	92
43 **	ELECTRIC/WATER/SEWER	1652	980.92	59	18172	10601.44	58	7691.74	19830	1536.82	92
44-00	RENTALS AND LEASES	271	75.55	28	2981	906.60	30	.00	3257	2350.40	28
44 **	RENTALS AND LEASES	271	75.55	28	2981	906.60	30	.00	3257	2350.40	28
45-00	INSURANCE	708	.00	0	7788	7540.60	97	.00	8504	963.40	89
45 **	INSURANCE	708	.00	0	7788	7540.60	97	.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	1188-	1969.63	166-	38435	24233.11	63	.00	37250	13016.89	65
46-02	REPAIR/MAINT BUILDING	541	.00	0	5951	.00	0	.00	6500	6500.00	0
46-03	REPAIR/MAINT-VEHICLES	1965	425.61	22	21615	14024.96	65	2412.00	23590	7153.04	70
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	1318	2395.24	182	66001	38258.07	58	2412.00	67340	26669.93	60
47-00	PRINTING & BINDING	83	.00	0	913	345.00	38	.00	1000	655.00	35
47 **	PRINTING & BINDING	83	.00	0	913	345.00	38	.00	1000	655.00	35
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	13288	705.99	5	.00	14500	13794.01	5
49-07	BAD DEBT EXPENSE	833	179.01-	22-	9163	2538.22-	28-	.00	10000	12538.22	25-
49 **	OTHER CHARGES & OBLIG.	2041	179.01-	9-	22451	1832.23-	8-	.00	24500	26332.23	8-
52-00	OPERATING SUPPLIES	5520	424.22	8	15772	9904.24	63	929.19	21300	10466.57	51
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	1662.01	104	17644	17180.32	97	.00	19252	2071.68	89
52-33	EMPLOYEE HEALTH CENTER	389	.00	0	1876	1586.24	85	683.76	2270	.00	100
52 **	OPERATING SUPPLIES	7513	2086.23	28	35292	28670.80	81	1612.95	42822	12538.25	71
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	312	.00	0	932	1028.00	110	.00	1250	222.00	82
54 **	MEMBERSHIP/PUBLICATIONS	312	.00	0	932	1028.00	110	.00	1250	222.00	82
55-00	TRAINING	375	.00	0	4125	1585.00	38	.00	4500	2915.00	35
55 **	TRAINING	375	.00	0	4125	1585.00	38	.00	4500	2915.00	35
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	7166	27.00	0	78826	84427.00	107	512.30	86000	1060.70	99
61 **	LAND	7166	27.00	0	78826	84427.00	107	512.30	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	166049	25792.19	16	1717289	1216027.62	71	581415.33	1883331	85888.05	95
63 **	INFRASTRUCTURE	166049	25792.19	16	1717289	1216027.62	71	581415.33	1883331	85888.05	95
64-00	MACHINERY & EQUIPMENT	10263	4559.06	44	108901	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	4559.06	44	108901	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	265183	90497.33	34	2823297	1997794.86	71	786232.97	3088652	304624.17	90
GRAND	TOTAL *********	265183	90497.33	34	2823297	1997794.86	71	786232.97	3088652	304624.17	90