City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, July 24, 2019

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 19-342 Approve the Agenda for the Regular meeting of July 24, 2019, as presented or with amendments.

Attachments: 07-24-19 Short Agenda.pdf

MINUTES:

II.2(a) 19-343 Approve the Minutes for the Stormwater/Fiscal Sustainability/Capital Plan Workshop held on May 14, 2019, as written or with amendments.

Attachments: 05-14-19 Stormwater Utility Workshop MInutes.pdf
Exhibit A: FY19 Cocoa Stormwater Presentation.pdf
Exhibit B: Final Stormwater Rate Study Presentation to Council with Mead & Hu

II.2(b) 19-344 Approve the Minutes for the Regular City Council Meeting held on May 22, 2019, as written or with amendments.

Attachments: 05-22-19 Minutes.pdf
Exhibit A-Sister City May 22 2019 (002).pdf
Exhibit B-Letters from BACRAP and Ms. Sheriff 001.pdf
Exhibit C-Large Scale Site Plan Dr. Joe Lee Smith Community Center.pdf
Exhibit D-Waterfront Promenade Concept Presentation 5-22-19 FINAL.pdf
Exhibit E-Tree Removal Permit for 2656 N. Indian River Drive.pdf
Exhibit F-Report provided by Linda Dolphin 001.pdf

II.2(c) 19-346 Approve the Minutes of the District 2 Town Hall Meeting held on June 18, 2019, as written or with amendments.

Attachments: District 2 Town Hall Minutes.pdf
Exhibit A: District 2 Incidents & Cases Reports Stats.pdf
Exhibit B: Hurricane Preparedness Expo Flyer.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-212 Presentation of the City of Cocoa's 2019 "Cocoa Works" Summer Youth Employment Program. (Administrative Services Director)

III.2 19-352 Recognition of Police Department Employees. (19-352). (Chief Cantaloupe)

III.3 19-356 Presentation of Certificates of Completion to Councilmember Goins and Councilmember Koss for the Institute for Elected Municipal Officials Training, June 7-9, 2019. (Mayor Williams)

Attachments: IEMO Certificate and Letter-Goins.pdf

IEMO Certificate and Letter-Koss.pdf

III.4 19-351 Informational Annual Investment Report for FY2018. (Finance Director)

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), 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 19-316 Amend the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne to Add Funds to Cover Additional Design Work Requested by the City of Cocoa for the Extension of the New Water Main along Pineda Causeway. (Utilities Director)

Attachments: Accounting Summary_Design Contingency_Pineda Project Final

Addendum to Interlocal Agreement Pineda Causeway Pipe Project 7-18-19.pdf

Exhibit A Revised.pdf

V.2 19-322 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) New Replacement Split System HVAC Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)

Attachments: Resolution - Sole Source -Trane, U.S. Inc.
Quote # 2705124
Budget Resolution FY 2019 (7.24.19)
BAF 19-109 -UT-Dyal MCC AC units (7-24-19)~ Agenda 19-322.pdf

VI. PUBLIC HEARINGS:

VI.1 19-205 Approve the second reading of Ordinance No.11-2019: Amending City Code Chapter 22, Section 22-18 Schedule of Rates and fees for waste water rates and changes and Section 22-26 Water rates and charges. (Finance Director)

Attachments: 11-2019 Ordinance re Chapter 22 Utility Rates and Charges v.2.pdf
11-2019 Ordinance re Chapter 22 Utility Rates and Charges v.2.pdf

VI.2 19-337 Postpone consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. (Community Services Director)

Attachments: Legal Ad Proof (PZ and CC)

VI.3 19-338 Approve on First Reading Ordinance No. 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District.

Attachments: 12-2019 Ordinance Exhibit A
Exempt parcels location map
Legal Ad Proof - Text Amend (Parking Lot)
12-2019 Ordinance REVISED Text Amendment regarding Parking in Cocoa Vill

VII. COUNCIL BUSINESS:

VII.1 19-328 Approve Resolution No. 2019-063, Establishing the Rolled-Back Rate, Adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2020 Budget. (Finance Director)

Attachments: Resolution Establishing the Rolled-Back Rate.doc

VII.2 19-336 Approve a Code Enforcement Settlement Agreement in the amount of $2,500.00 for the property located at 1055 Mitchell St. (Chief of Police)

Attachments: Lien Reduction Application - Pita
Lien Reduction Application - Anderson
Affidavit for Requesting Lien Reduction
Cost Reimbursement of Code Enforcement Case
Lien Reduction Checklist
Interior Inspection Checklist
Brevard County Property Appraiser
Brevard County Receipt for Property Taxes Paid
Claim of Lien & Copy of Release
Copy of Notice of Violation
Copy of Notice of Hearing
Staff Report for Code Enforcement Hearing
Copy of Notice of Non Compliance Hearing
FINAL BACRAP-Anderson-Pita Code Enforcement Lien Reduction Agreement.p
Recorded Order Imposing Fine.pdf
Special Warranty Deed 1055 Mitchell.pdf
Brevard County Property Appraiser 2256 S Smathers Cir.pdf
2256 S Smathers Cir Taxes Paid.pdf
Affadavit of Compliance.pdf

VII.3 19-341 Consider the Appointment of Mr. Lloyd Roberts as a Regular member of the Code Enforcement Board through June, 2021. (Administrative Services Director)

Attachments: Roberts Board application.pdf
07_12_19 Consideration letter.pdf
Code Enforcement Board Roster.pdf

VII.4 19-350 Approval of a revised Investment Policy via Resolution No. 2019-066. (Finance Director)

Attachments: Resolution No. 2019-066: Investment Policy revision 07242019.docx
CLEAN INVESTMENT POLICY Rev July 24, 2019.pdf
REDLINE INVESTMENT POLICY Revised July 24 2019.docx

VIII. CITY BUSINESS:

VIII.1 19-314 Award Bid No. B-19-18-COC, "WFO/Wastewater Collections Submersible Wastewater Pumps" to Barney's Pumps of Lakeland, Florida, for the Systematic Replacement of Lift Station Pumps, Project No. WS1141. (Utilities Director)

Attachments: B-19-18-COC TAB SHEET (FINAL)
B-19-18-COC Final MEMO
Barney's Bid Form & Exceptions.pdf

VIII.2 19-339 Approve a budget resolution amending the 2019 budget, approve a budget transfer in the amount of $45,000 from account 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-64-00 Machinery & Equipment to allow the purchase of un-budgeted capital item, 4 Yard Transit Concrete Mixer with installation kit and $24,883 from 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-53-00 Road Materials & Supplies to allow for the thermos-plastic striping of Blake Ave., Barbara Jenkins St. and Brevard Ave. between King St. and Willard St.. (Public Works Director)

Attachments: Budget Resolution No. 2019-067
BAF 19-111-PW-Concrete Mixer (7-24-19) Agenda 19-339.pdf

VIII.3 19-340 Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Police Officer Ronnie McCarron and the City of Cocoa authorizing the payment of the Workers' Compensation settlement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. (Administrative Services Director)

Indexes: workers compensation

MULTI-YEAR CONTRACTS:

VIII.4 19-320 To enter into a multiyear agreement with Greater Community Partnership, Inc. and Historic Cocoa Village Association (the future Historic Cocoa Village Main Street) for the leasing of suites 203 and 204 at the Porcher House and allow the City Manager to execute the contract. (Assistant to the City Manager/Public Relations Specialist)

Attachments: Termination of Municipal Services Agreement and lease 2017.pdf
Municipal Services Agreement and lease 2019 - revised.pdf

VIII.5 19-348 Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2020 to December 31, 2020 and payments to eligible retirees for Medicare Part B reimbursement. (Administrative Services Director)

Indexes: benefits; medical; retiree

Attachments: 2009-150(Amending resolution 2008-133 to include a 100 health ins. premium
071219 - Cocoa - Medicare Retiree UHC Renewal Evaluation
2019 Part B Costs

IX. INFORMATIONAL AGENDA:

IX.1 19-319 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 06/30/2019.

Attachments: PO Monthy Report to City Council 10.01.18 thru 06.30.19.pdf

IX.2 19-331 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.

Attachments: June 2019 Contingency Report.pdf

IX.3 19-332 FY 2019 Budget Adjustment Report. (Finance Director)

Attachments: June FY 2019 EXPENSE Budget Tracking Worksheet.pdf
June FY 2019 REVENUE Budget Tracking Worksheet.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.

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Legislation Details (With Text)

File #:	19-342	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 24, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 24, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of July 24, 2019, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

July 24, 2019

DATE: July 24, 2019	**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 July 24, 2019 (19-342)
2. Minutes: (a) Stormwater Workshop of May 14, 2019 (19-343)
   (b) Regular meeting of May 22, 2019 (19-344)
   (c) District 2 Town Hall Meeting of June 18, 2019 (19-346)

III. AWARDS AND PRESENTATIONS:

1. Presentation of the City of Cocoa's 2019 "Cocoa Works" Summer Youth Employment Program. (19-212). (Administrative Services Director)

2. Recognition of Police Department Employees. (19-352). (Chief Cantaloupe)

3. Presentation of Certificates of Completion to Councilmember Goins and Councilmember Koss for the Institute for Elected Municipal Officials Training, June 7-9, 2019. (19-356). (Mayor Williams)

4. City Annual Investment Report for Fiscal Year Ended 9/30/18. (19-351). (Finance Director)

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Amend the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne to Add Funds to Cover Additional Design Work Requested by the City of Cocoa for the Extension of the New Water Main along Pineda Causeway. (19-316). (Utilities Director)

2. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) New Replacement Split System HVAC Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget. (19-322). (Utilities Director)

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1. Approve the second reading of Ordinance No.11-2019: Amending City Code Chapter 22, Section 22-18 Schedule of Rates and fees for waste water rates and changes and Section 22-26 Water rates and charges. (19-205). (Finance Director)

2. Postpone consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. (19-337). (Community Services Director)

3. Approve on First Reading Ordinance No. 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District. (19-338). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve Resolution No. 2019-063, Establishing the Rolled-Back Rate, Adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2020 Budget. (19-328). (Finance Director)

2. Approve a Code Enforcement Settlement Agreement in the amount of $2,500.00 for the property located at 1055 Mitchell St. (19-336). (Chief of Police)

3. Consider the Appointment of Mr. Lloyd Roberts as a Regular member of the Code Enforcement Board through June, 2021. (19-341). (Administrative Services Director)

4. Approval of a revised Investment Policy via Resolution No. 2019-066. (19-350). (Finance Director)

VIII. CITY BUSINESS:

1. Award Bid No. B-19-18-COC, “WFO/Wastewater Collections Submersible Wastewater Pumps” to Barney’s Pumps of Lakeland, Florida, for the Systematic Replacement of Lift Station Pumps, Project No. WS1141. (19-314). (Utilities Director)

2. Approve a budget resolution amending the 2019 budget, approve a budget transfer in the amount of $45,000 from account 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-64-00 Machinery & Equipment to allow the purchase of un-budgeted capital item, 4 Yard Transit Concrete Mixer with installation kit and $24,883 from 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-53-00 Road Materials & Supplies to allow for the thermos-plastic striping of Blake Ave., Barbara Jenkins St. and Brevard Ave. between King St. and Willard St. (19-339). (Public Works Director)

3. Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Police Officer Ronnie McCarron and the City of Cocoa authorizing the payment of the Workers’ Compensation settlement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete

the settlement in accordance with the settlement authority approved by the City Council. (19-340). (Administrative Services Director)

MULTI-YEAR CONTRACTS:

4. To enter into a multiyear agreement with Greater Community Partnership, Inc. and Historic Cocoa Village Association (the future Historic Cocoa Village Main Street) for the leasing of suites 203 and 204 at the Porcher House and allow the City Manager to execute the contract. (19-320). (Assistant to the City Manager/Public Relations Specialist)

5. Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2020 to December 31, 2020 and payments to eligible retirees for Medicare Part B reimbursement. (19-348). (Administrative Services Director)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 06/30/2019. (19-319). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (19-331). (Finance Director)

3. FY 2019 Budget Adjustment Report. (19-332). (Finance Director)

X. REPORTS:

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

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.

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Legislation Details (With Text)

File #:	19-343	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve the Minutes for the Stormwater/Fiscal Sustainability/Capital Plan Workshop held on May 14, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Stormwater/Fiscal Sustainability/Capital Plan Workshop held on May 14, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves minutes for all meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Stormwater/Fiscal Sustainability/Capital Plan Workshop held on May 14, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL
STORMWATER/FISCAL SUSTAINABILITY/CAPITAL PLAN WORKSHOP

May 14, 2019

A Utility Workshop was held on Tuesday, May 14, 2019, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the workshop to order at 6:06 p.m.

Councilmember Goins provided the invocation. Councilmember Boisvert led the assembly in the Pledge of Allegiance.

Present:	Jake Williams Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Matt Fuhrer	Assistant City Manager
	John Titkanich	City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Anthony Garganese	City Attorney

Other Staff Members Present:

Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Ed Wegerif, Public Works Director; Abby Diaz, Assistant City Engineer; and Courtney Jackson, Recording Secretary.

II. WORKSHOP TOPICS:

1. Stormwater Update/Presentation:

Mr. Ed Wegerif, Public Works Director, provided a presentation[1] and pointed out that the City of Cocoa has the principal responsibility for surface water management within its boundary limits. City of Cocoa Stormwater Utility Personnel maintain:

- 77 acres of Pond
- 455 structures
- 1,604 end structures
- 269 control structures
- 565 Manholes
- 5 miles of ditches
- 65 miles of stormwater pipe
    - Pipes range from 12-inch to 72-inch diameter

Mr. Wegerif shared stormwater utility history and statistics and added the following information regarding the Stormwater Utility Program:

- $1.1 M Annual O&M costs allows for less than $400,000 for capital expenditures
- Current projects are funded "pay as you go" with no debt associated
- $1.48 M annual revenue generated by stormwater utility fee is insufficient for Capital Projects
- Public Works Staff and Mead & Hunt formulated a list of 29 Water Quality and 20 Flood Mitigation projects to come up with a 10-Year Stormwater Capital Plan
- An evaluation and prioritization of both lists was performed
- Not all projects will be included in the 10-Year Stormwater Work Plan for various reasons
- Water Quality Improvement
    - Align with Cocoa's Comprehensive Plan to address water Cocoa's Basin Management Action Plan (BMAP) required reductions are 16,063 lb/yr and 3,714 lb/yr for Nitrogen and Phosphorus, respectively
    - Recent County provided information indicates Cocoa SOIRL projects credit shares cover BMAP required reductions
    - SOIRL projects are beneficial for water quality in Brevard County, however, Staff recommends a few additional Water Quality CIPs to address nutrient removal in our own backyard
- Flood Mitigation
    - Stormwater Capital Work Plan includes Flood Mitigation projects based on nuisance flooding areas as witnessed during significant storm events
    - Projects will reduce reoccurring maintenance needs

Mayor Williams asked for clarification in regard to the operations and management costs and asked if it includes employee costs. In response, Mr. Wegerif replied affirmatively.

Councilmember Goins asked what the process is in selecting areas of concern. In response, Mr. Wegerif explained that staff is already aware of certain areas of the City

[1]Exhibit A: Power Point Presentation: 5/14/19 Stormwater Utility Workshop

that are prone to flooding and so they prioritize those areas. He shared there are water quality projects that staff is focusing on as well.

Ms. Jennifer Riggs, Cocoa citizen, asked how the stormwater system is captured in the mapping system. Mr. Wegerif explained that it is mapped by GIS.

2. <u>Capital Plan Update:</u>

Mr. David King, Mead & Hunt, shared an all-inclusive summary of water quality projects the City has selected or considered and then, from this list, staff is able to list projects by priority. He shared several aerial maps, and pointed out BMAPS and vegetation removals.

Councilmember Koss asked Mr. King to elaborate on any public amenities around the retention pond and further asked if this information is available to the public. In response, Mr. Wegerif pointed out that there is information on the City's website.

Mr. King provided an all-inclusive summary of flood mitigation projects. He also pointed out several projects that Mead & Hunt is proposing to the City. Lastly, he shared a list of major equipment used by the City and pointed out replacement costs.

Councilmember Goins asked if surveyors are sent out when Mead & Hunt are compiling their analysis. In response, Mr. King explained that they do send out surveyors but they also utilize GIS information as well as information provided by neighbors and City staff.

Discussion was held regarding the pros and cons of ponds.

Councilmember Koss asked if Mead & Hunt looked at the University Apartments on Clearlake Road when conducting their analysis as they are known to have severe flooding.

Deputy Mayor Warner asked if the pond on Fiske Boulevard services that area as it is located by those apartments. In response, City Manager Titkanich stated it does not.

Councilmember Koss asked if Mead & Hunt considered offering any type of public education. In response, Mr. King explained that this would be something that would be conducted by the City. Mr. Wegerif added that public education would be considered an operational cost and not a capital project.

Councilmember Koss pointed out Mr. King's expertise and asked, in his opinion, if the City is taking advantage of all low impact, low cost development that it can. In response, Mr. King stated that he does think the City is doing well but also added that low impact development is not always low cost.

Ms. Riggs inquired about littoral planting in the Horseshoe Pond and the Verizon Pond. In response, Mr. Wegerif explained that the BMAPS eliminate the need for littoral plants.

3. Fiscal Sustainability Presentation:

Kelly Smith and Kyle Stevens, Stantec, presented Stantec's Stormwater Utility Rate Analysis[2] and explained why it is important to manage stormwater. Regulatory requirements, water quality and flood control were discussed in detail.

Mr. Stevens provided an overview of stormwater activities which included drainage structure maintenance, water quality improvement projects and maintenance conveyance. He also pointed out the challenges the stormwater system faces which includes:

- Flood protection throughout the community
- Address water quality needs for the community
    - Potential funding of significant projects
- Keep up with rehabilitation and replacement for aging infrastructure and equipment
    - Significant capital projects for conveyance
- Create a sustainable and resilient stormwater system

He shared background information as well as key parameters, pointing out that Stantec created a ten year financial model to review all options. He provided and discussed several charts which depicted a Status Quo, a Revenue Adjustment with Proposed Stormwater Master Plan and a Revenue Adjustment without Water Quality CIP Projects.

He mentioned the current stormwater fee and pointed out several observations made by staff. Mr. Stevens added that staff recommends moving to charges based principally on impervious area for pervious/impervious billed units, applying a flat rate fee for single family homes and billing vertically for multifamily development based on measured area or a dwelling unit multiplier.

A chart depicting impervious comparisons between single family units and condos was shared and discussed in addition to a recommended stormwater fee. It was noted that the two primary methods for collecting stormwater fees are through utility billing and non-ad valorem assessment. A pros and cons list was provided and discussed to help differentiate the two collection methods.

Mr. Stevens pointed out that there are approximately six thousand one hundred (6,100) billable parcels and shared examples of impervious areas. He added that as part of the process in putting together the analysis, staff utilized the Brevard County Property Appraiser's website and GIS to collect the total footprint of impervious areas property by property. He also shared a summary explaining the distribution of impervious area between low density residential, high density residential and commercial/industrial properties.

He provided a local area fee survey and discussed calculated fees under different funding scenarios. He mentioned the impacts residential, condo and commercial customers could

[2] Exhibit B: Stantec's Stormwater Utility Rate Analysis

see in FY2020. Additionally, Mr. Stevens presented a local area fee survey with the fee adjustments.

Lastly, he summarized the key decision points and provided a schedule to illustrate the implementation plan if approved by Council.

Mayor Williams stated that he supports the Master Plan, however he is concerned that if Council agrees to approve the rate changes that none of this will come to fruition. He expressed that Council has seen this before, where rates were raised and nothing came of it. He added that this is information that the public needs to be kept up to date on as well.

Deputy Mayor Warner agreed with Mayor William's sentiments.

Mayor Williams added that he is hopeful in the future that rates can eventually be brought back down but there are projects that need to be done now.

Councilmember Boisvert added that he also agrees with Mayor Williams and Deputy Mayor Warner and mentioned that the City is already four inches above the average rainfall for this time of year. He pointed out that citizens don't mind paying extra for good results but it would not be fair to charge for something that doesn't create results.

Mr. Burton asked if Council would want to consider tier-based fees where there would be set charges based on square footage. In response, Mayor Williams and Deputy Mayor Warner agreed that this may be something to consider as well.

Councilmember Koss thanked Council for their support in eliminating water quality projects and expressed that this is something that concerned her. In regard to tier-based fees, she shared that she conducted research on her own and found that St. Petersburg, although larger and wealthier, has plans to implement a program such as this beginning October 1, 2019 and it seems to be a catching trend in other cities.

Mr. Burton pointed out the only concern with tier-based fees is that higher administrative costs are usually associated with this due to having to track properties that might either have impervious areas added or demolished.

Deputy Mayor Warner added that there are a lot of smaller homes, built in the 1950s, where either elderly or new homeowners live, and she fears that by not doing a tier-based fee schedule we could be hitting our most vulnerable citizens the hardest as they are already facing challenges in paying their bills as it is.

Mr. Burton explained that there are two ways to implement a tier-based schedule. One way would be to implement a program, such as St. Petersburg had, which is to have four tiers that work their way from low, low-medium, high-medium, and high rates. The other is to gradually increase fees per every five hundred sq. feet of the property.

Councilmember Koss asked if there are any other ways to implement this and asked if there are ways to take into account low income families. In response, Mr. Burton explained that this is something that is more commonly seen for water customers and not stormwater customers and this is only if they qualify.

Ms. Riggs suggested that the City track impervious areas on properties through the permitting process. In response, Mr. Burton explained that there may be the occasional individuals who add impervious area to their property without pulling a permit. In response, Ms. Riggs suggested that if that is the case, any property owner who wants to sell their home should have to have it checked to make sure all impervious areas are accounted for.

* **CONSENSUS** to accept the Master Plan but to have Stantec look into a tier-grade structure in order to take into account the smaller homes verses the larger homes to create a rate structure accordingly.

* **CONSENSUS** on moving to an impervious basis from the dual pervious/impervious billed units and add non-ad valorem assessment to the tax roll.

III. ADJOURNMENT:

The Workshop adjourned at 7:50 p.m.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

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



City of Cocoa, FL

Stormwater Utility Rate Analysis

Preliminary Results

May 14, 2019

EXHIBIT A: Stormwater Utility Rate Analysis Preliminary Results Presentation

Stantec

Topics

1. Stormwater System
2. Revenue Sufficiency
3. Fee Structure & Collection Method
4. Impervious Area Measurement
5. Stormwater Fee Calculation
6. Questions & Discussion

Stormwater System

Why Manage Stormwater



- Regulatory Requirements
  - Clean Water Act
  - NPDES MS4 Permit
- Water Quality
  - Total Maximum Daily Load
  - Save Our Indian River Lagoon
- Flood Control
  - Property Protection
  - Roadway Access

Stormwater Activities



Drainage Structure Maintenance

Water Quality Improvement Projects





Maintain Conveyance

Stormwater System Challenges

- Flood protection throughout the community
- Address water quality needs for the community
  - Potential funding of significant projects
- Keep up with rehabilitation and replacement for aging infrastructure and equipment
  - Significant capital projects for conveyance
- Create a sustainable and resilient stormwater system

Revenue Sufficiency Analysis

Background

- Enterprise fund for stormwater management (Fee supported)
- Fee currently generates $1.5 M in Revenue
- Current funding levels only allow for operations & maintenance (O&M) costs, minor capital costs and select capital improvements

Key Parameters

Base Data:

- FY 2019 and FY2020 Operating Budget
- FY 2019 Beginning Cash Balance
- FY 2020 - 2029 Capital Improvement Plan (CIP) developed by Mead & Hunt

Stantec created a 10 year financial model to review options

Revenue Requirements

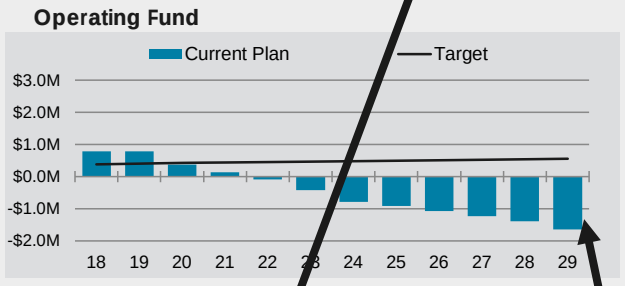
Status Quo: No Fee Adjustment

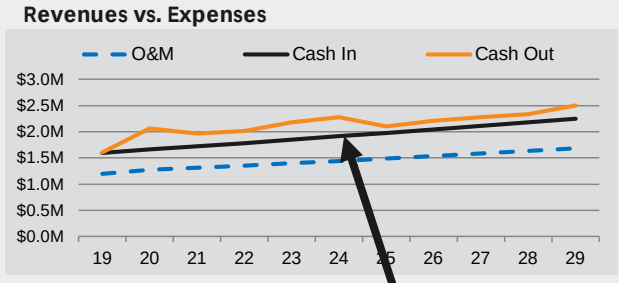
FAMS-XL | **CITY OF COCOA**

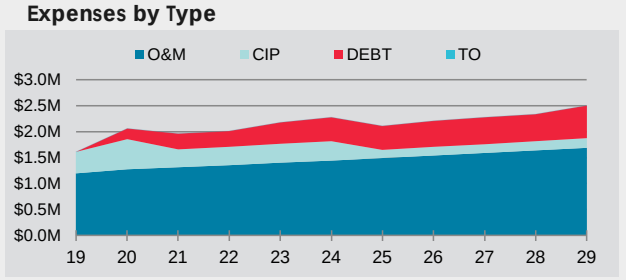
Stantec

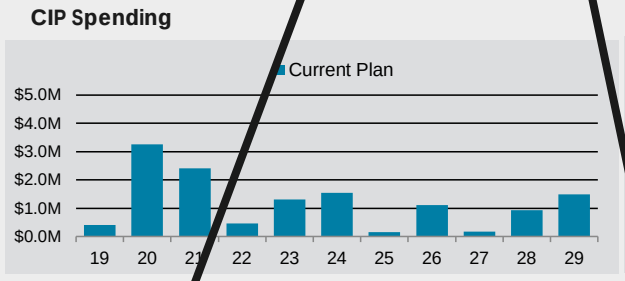
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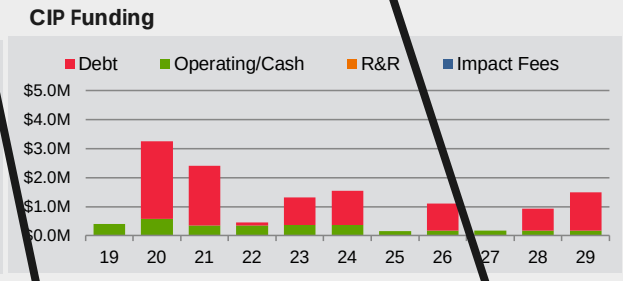
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Revenue Adjusment Plan	0.00%	3.57%	3.45%	3.33%	3.23%	3.13%	3.03%	2.94%	2.86%	2.78%	2.70%	17.86%	35.71%
Senior-Lien DSC	0.00	1.83	1.34	1.41	1.07	1.04	1.08	1.01	1.01	1.04	0.88	Scenario Manager	

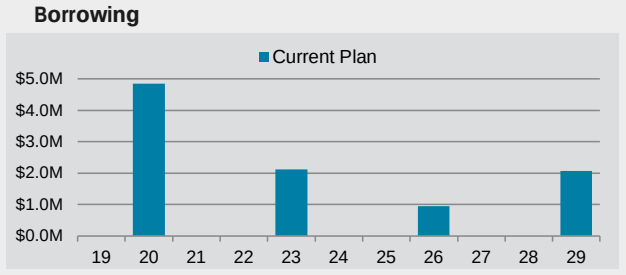












Current Plan ($.25 annualy)

Unsustainable Reserve Use

Structural Deficit

Revenue Requirements

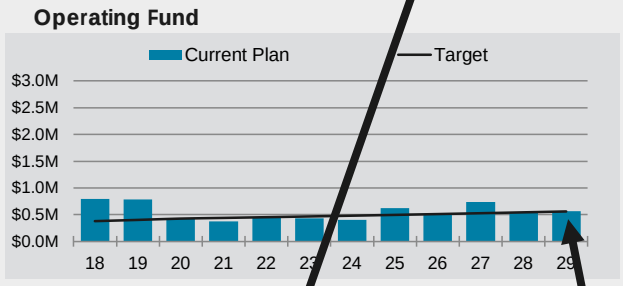
Revenue Adjustment With Proposed Stormwater Master Plan

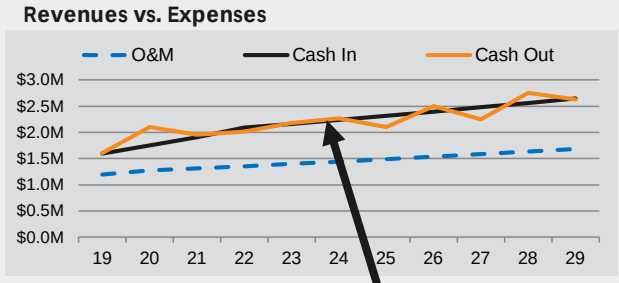
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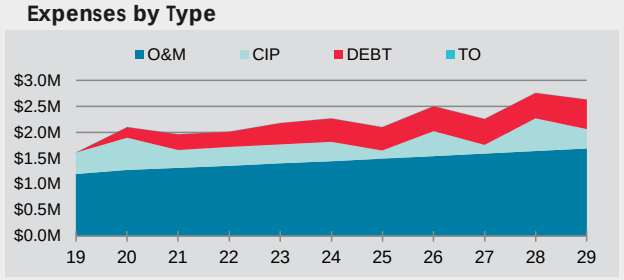
Stantec

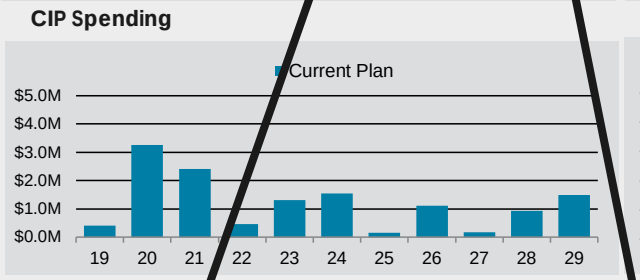
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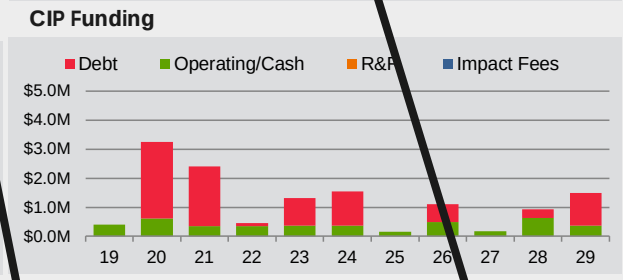
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Revenue Adjusment Plan	0.00%	9.00%	9.00%	9.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	37.39%	59.27%
Senior-Lien DSC	0.00	2.26	1.98	2.44	1.84	1.76	1.84	1.77	1.81	1.87	1.68	Scenario Manager	

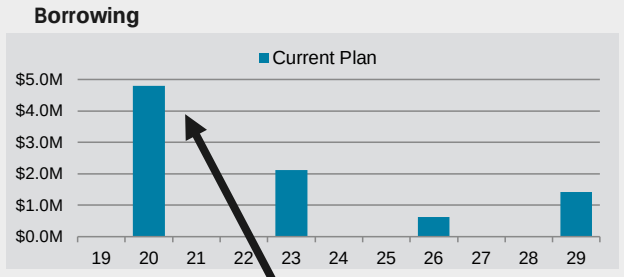












9% Fee Increase, Then 3%

Reserves Maintained at Target Level

Sustainable Cash Flow

Borrowing Utilized

Revenue Requirements

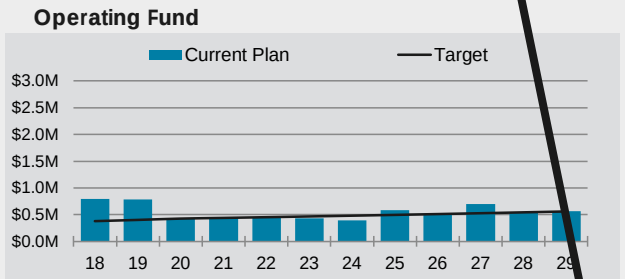
Revenue Adjustment Without Water Quality CIP Projects

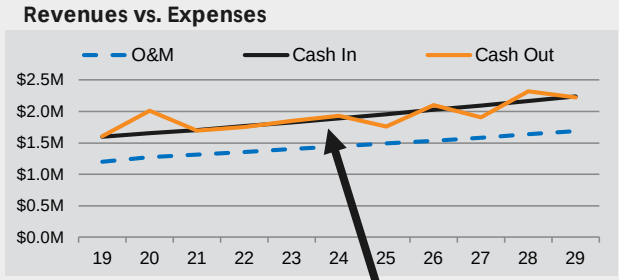
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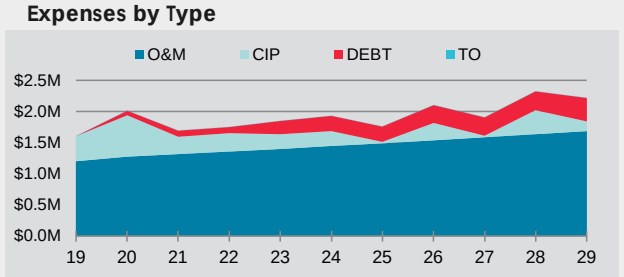
Stantec

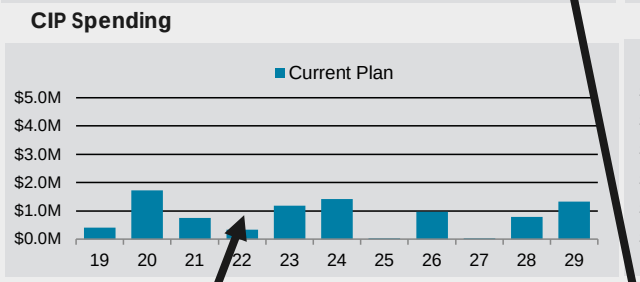
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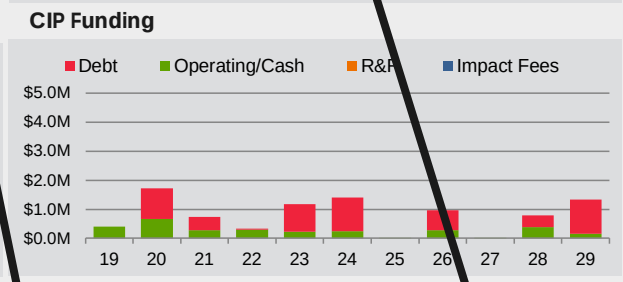
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2025	FY 2029
Revenue Adjusment Plan	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	15.93%	34.39%
Senior-Lien DSC	0.00	5.58	4.03	4.21	2.01	1.80	1.89	1.71	1.72	1.79	1.44	Scenario Manager	

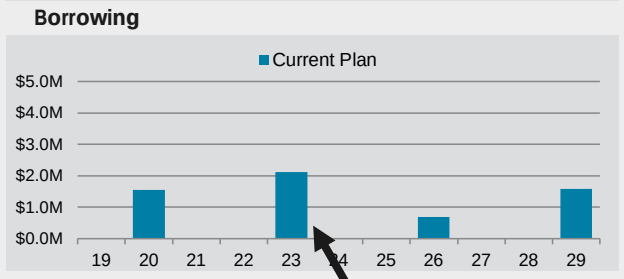












Reduced CIP

3% Annual Fee Increases

Sustainable Cash Flow

Borrowing Utilized

Fee Structure & Collection Method

Stormwater Fee Basis

Current Stormwater Fee

Annual Revenue Requirement

Residential

Per Dwelling Unit

Large Lots (>5 Acre) include a per acre charge for area

Non-Residential

Measured Pervious Area/ Impervious

Parcel Measured Units

Pervious Area

Impervious Area

Stormwater Fee Observations

- Pervious/ Impervious billed units
  - A less common approach in the industry
  - Requires additional administration
  - Potentially penalizes natural lands

- Dwelling unit basis for residential
  - Simple to administer
  - Can be very inequitable when applied to vertical vs. horizontal development

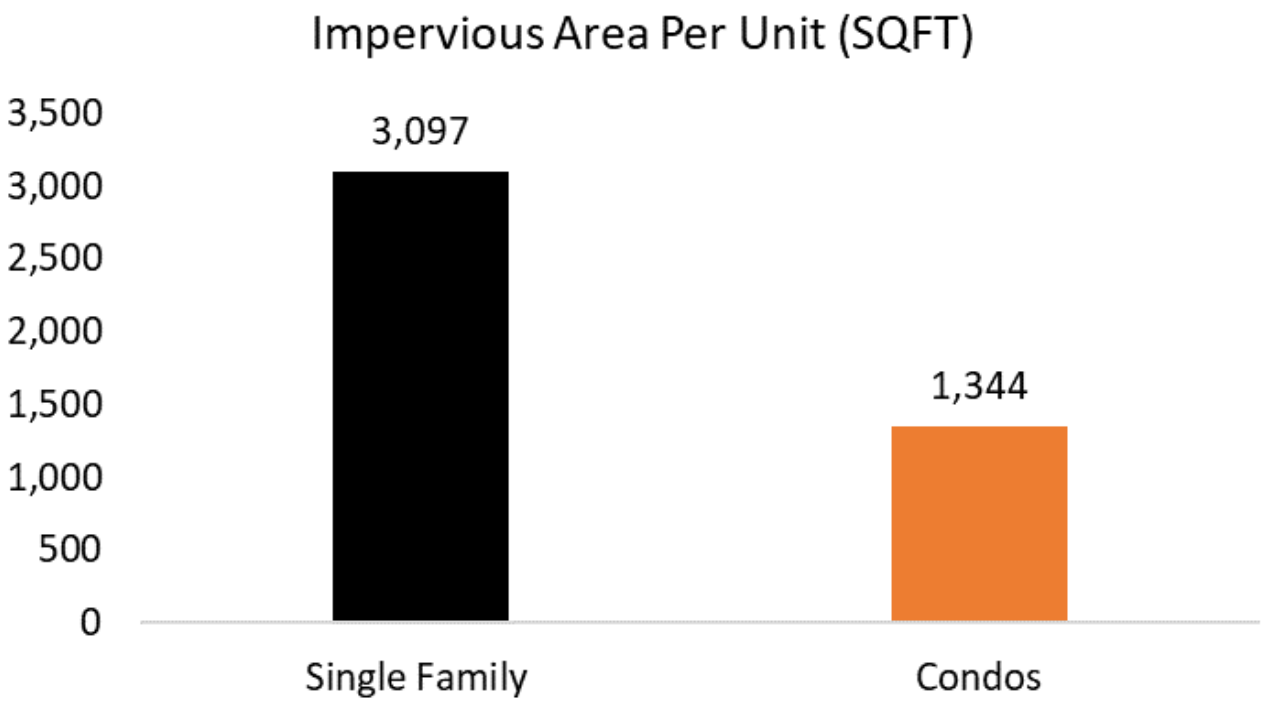
Stormwater Fee Recommendations

- Pervious/ Impervious billed units
  - Recommend moving to charges based principally on impervious area

- Dwelling unit basis for residential
  - Recommend applying a flat fee for single family homes
  - Bill vertical multifamily development based on measured area or a dwelling unit multiplier

Stormwater Fee Basis

Impervious Comparison



Stormwater Fee Basis

Recommended Stormwater Fee

Annual Revenue Requirement

Residential	Non-Residential
Per parcel for Single Family Home (1 ERU)	Measured Impervious Area
Per unit for Condo (.45 ERU)	

Parcel Measured Units

Impervious Area

Collection Method

Stormwater Fee Collection Method

- Two Primary methods for Collection
  1. Utility Billing
  2. Non-Ad Valorem Assessment

	Utility Billing	Non-Ad Valorem Assessment
PRO	Easier to Change the Fee	Greater Accuracy and More Equitable
		High Collection Rate
		Lower Staff Administration
		Updated With Tax Roll
CON	Difficult to Manage and Update	Property Owner vs. Renter Paying
	Collection Issues / Write-off	Strict Timeline
	Nonactive Utility Customers Are Not Billed/Paying Fee	Public Notice
	Reduced Revenue and Subsidized by Others	Tax Collector Cost

Impervious Area Measurement

Service Area Measured Impervious

- Approximately 6,100 billable parcels
- Updated through the use of the Brevard Property Appraiser (PA) and Remote Sensing (GIS)
- Recorded a unique impervious footprint for each parcel



Impervious Area

Impervious Area Example



2,796 SQFT

936 SQFT

3,732 SQFT

Impervious Area

Impervious Area Residential



Current Fee

2,166 SQFT

Updated Measurement

3,097 SQFT

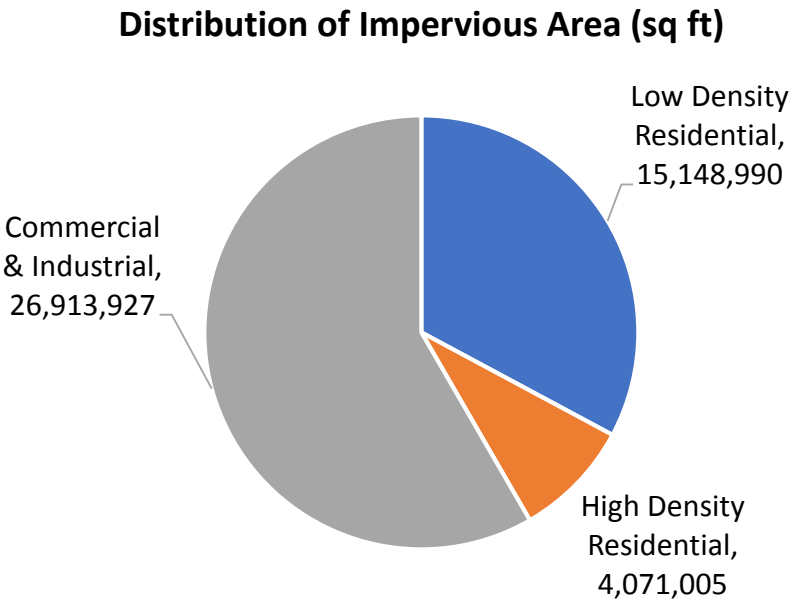
Impervious Area Summary

Impervious Area









Land Use	No. of Parcels / Units	Impervious Area (Sq Ft)	% of Total Impervious
Low Density Residential	4,543	15,148,990	33%
High Density Residential	80	4,071,005	9%
Commercial & Industrial	1,489	26,913,927	58%
Total	**6,112**	**46,133,922**	**100%**

Stormwater Fee Calculation

Stormwater Fee

Local Area Fee Survey



	Melbourne*	Indian Harbour Beach*	Malabar*	Rockledge	Brevard County (District 1)*	Indialantic*	West Melbourne*	Holly Hill*	Cocoa	Ormond Beach	New Smyrna Beach*	Titusville*	Flagler Beach	Cape Canaveral	Cocoa Beach	South Daytona	Port Orange*	Sanford	Oviedo	Daytona Beach	Edgewater	Palm Bay*	Palm Coast	Satellite Beach*
Annual Bill	$44.00	$48.00	$52.00	$60.00	$64.00	$64.00	$64.00	$72.00	$84.00	$84.00	$89.00	$89.89	$93.96	$96.00	$105.00	$108.00	$115.00	$122.40	$122.40	$125.07	$132.00	$153.00	$186.60	$200.00
Monthly Bill	$3.67	$4.00	$4.33	$5.00	$5.33	$5.33	$5.33	$6.00	$7.00	$7.00	$7.42	$7.49	$7.83	$8.00	$8.75	$9.00	$9.58	$10.20	$10.20	$10.42	$11.00	$12.75	$15.55	$16.67
Average	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93

Denotes Assessment

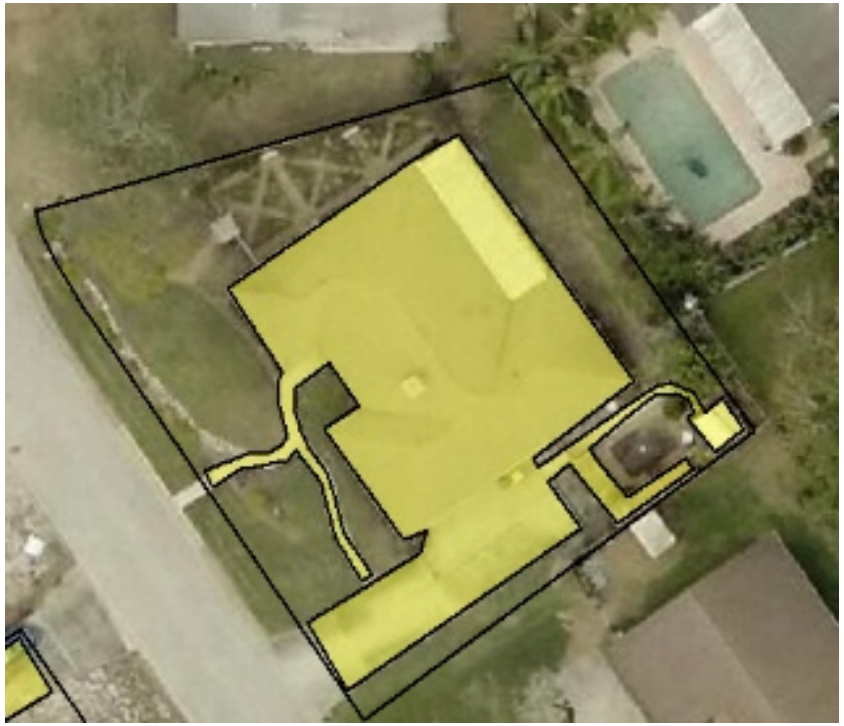
Stormwater Fee

Calculated Fees Under Different Funding Scenarios

	Single Family	Condo Unit	Non-Res
	Per Parcel	Per Unit	Per ERU (3,098 sq ft)
Current Fee	$7.25/mo $87.00/yr	$7.25/mo $87.00/yr	$7.25/mo $87.00/yr
Updated Fee	$9.80/mo $117.60/yr	$4.41/mo $52.92/yr	$9.80/mo $117.60/yr
Updated Fee (Without Water Quality CIP)	$9.74/mo $116.88/yr	$4.39 M $52.68 A	$9.74/mo $116.88/yr
Updated Fee (Master Plan)	$10.31/mo $123.72/yr	$4.64/mo $55.68/yr	$10.31/mo $123.72/yr

Stormwater Fee

Residential Customer FY2020 Impacts



Current:	$ 84.00
Update (w/out WQ CIP):	$116.88
Dollar Change:	$ 32.88
Percent Change:	39%

Current:	$ 84.00
Update (Master Plan):	$123.72
Dollar Change:	$ 39.72
Percent Change:	47%

Stormwater Fee

Condo Customer FY2020 Impacts

46 Units



Current: $3,864.00
Update (w/out WQ CIP): $2,423.28
Dollar Change: ($1,440.72)
Percent Change: (37%)

Current: $3,864.00
Update (w/out WQ CIP): $2,672.64
Dollar Change: ($1,191.36)
Percent Change: (31%)

Stormwater Fee

Comm/Other Customer FY2020 Impacts

210,400 sqft 64.94 ERUs

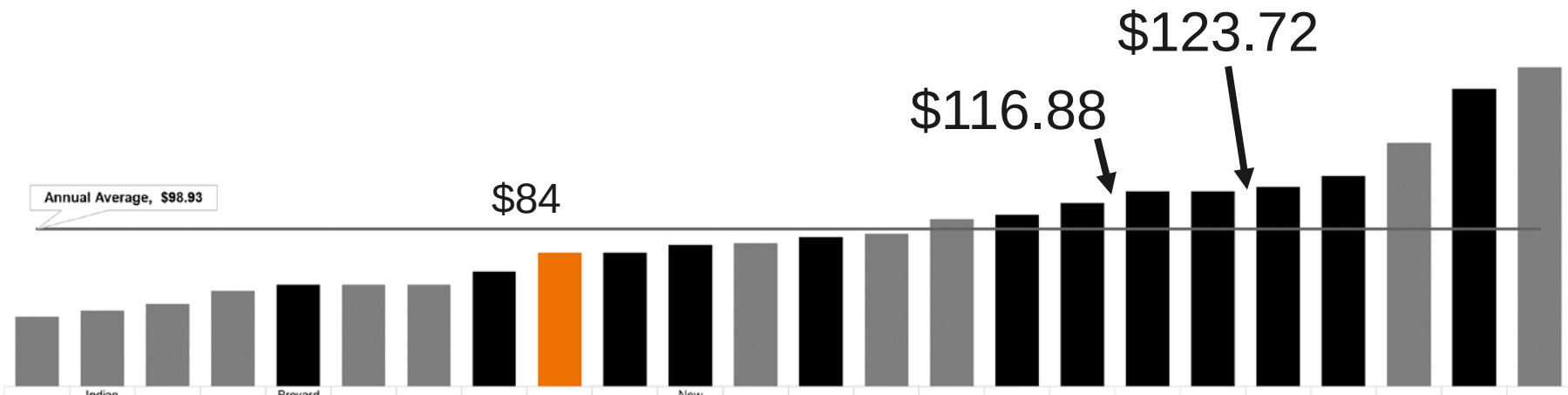


Current:	$8,503.44
Update (w/out WQ CIP):	$7,590.19
Dollar Change:	(913.25)
Percent Change:	(10%)

Current:	$8,503.44
Update (w/out WQ CIP):	$8,034.38
Dollar Change:	($469.06)
Percent Change:	(6%)

Stormwater Fee

Local Area Fee Survey with Fee Adjustments



	Melbourne*	Indian Harbour Beach*	Malabar*	Rockledge	Brevard County (District 1)*	Indialantic*	West Melbourne*	Holly Hill*	Cocoa	Ormond Beach	New Smyrna Beach*	Titusville*	Flagler Beach	Cape Canaveral	Cocoa Beach	South Daytona	Port Orange*	Sanford	Oviedo	Daytona Beach	Edgewater	Palm Bay*	Palm Coast	Satellite Beach*
Annual Bill	$44.00	$48.00	$52.00	$60.00	$64.00	$64.00	$64.00	$72.00	$84.00	$84.00	$89.00	$89.89	$93.96	$96.00	$105.00	$108.00	$115.00	$122.40	$122.40	$125.07	$132.00	$153.00	$186.60	$200.00
Monthly Bill	$3.67	$4.00	$4.33	$5.00	$5.33	$5.33	$5.33	$6.00	$7.00	$7.00	$7.42	$7.49	$7.83	$8.00	$8.75	$9.00	$9.58	$10.20	$10.20	$10.42	$11.00	$12.75	$15.55	$16.67
Average	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93	$98.93

Key Decision Points

- Rates
  - Current
  - Update
  - Without Water Quality CIP
  - Full Master Plan Implementation
- Impervious Fee Methodology
- Collection Method

Schedule

Implementation Plan If Approved

June - July

- Agreement with Property Appraiser
- Agreement with Tax Collector
- First and Second Ordinance Reading

August

- Advertise and Hold Public Hearings for Resolution
- Mail Notices

September

- Adopt Resolution
- Certify Assessment Roll

November

- Tax Collector sends out bill with Stormwater Assessment due Jan 1st



Questions and Discussion

Legislation Details (With Text)

File #:	19-344	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve the Minutes for the Regular City Council Meeting held on May 22, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular City Council Meeting held on May 22, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes for all meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Regular City Council Meeting held on May 22, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

May 22, 2019

A Regular City Council Meeting was held on Wednesday, May 22, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:02 p.m.

Councilmember Koss provided the invocation and led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor (attended via phone)
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

Mayor Williams recognized Port Commissioners Wayne Justice and Colonel Bob Harvey, along with former Councilmember Greenwood.

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Mike Cantaloupe, Chief of Police; Jonathan Lamm, Deputy Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; Jason McCuen, Helpdesk Support Technician; Samantha Senger, Assistant to the City Manager/ Public Relations Specialist; Dodie Selig, Planning Manager; and Courtney Jackson, Recording Secretary.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 22, 2019 (19-225)
2. Minutes: (a) Regular Meeting of April 10, 2019 (19-226)
   (b) District 1 Town Hall Meeting on April 16, 2019 (19-227)

* **MOTION by Councilmember Koss to amend the agenda, moving VII.3 to Item VII.1, and all other items would then be moved down.**

Councilmember Goins stated that the Cocoa High School Girls Track Team had a conflict due to graduation and requested that Item III.5 be tabled until a future meeting.

* **Councilmember Koss amended her motion to include all of the changes. The Motion was Seconded by Deputy Mayor Warner.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Boisvert to approve the Minutes for the Regular meeting of April 10, 2019 and the District 1 Town Hall Meeting held on April 16, 2019.**

Councilmember Koss requested that the minutes for the April 10, 2019 meeting be amended. She pointed out the change, noting it was on page 10, paragraph 3. She wanted the wording amended to read “On average, about 260 women are sheltered and last year that increased to 301”.

* **Councilmember Boisvert amended his motion to accept the changes. The Motion was Seconded by Councilmember Goins.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation of Certificate of Completion to Deputy Mayor Warner for the IEMO III: The Leadership Challenge, through Florida League of Cities, March 1-2, 2019. (19-170). (Mayor Williams)

   Mayor Williams acknowledged Deputy Mayor Warner for the completion of the IEMO III. Deputy Mayor Warner thanked him and hoped that the new councilmembers enjoyed their institute as much as she did.

2. Proclamation: Proclaiming May 18-25, 2019 as "National Safe Boating Week". (19-228). (Mayor Williams)

   Mayor Williams read the proclamation into the record.

3. Proclamation: Proclaiming the first Friday in June (June 7, 2019) as: "National Gun Violence Awareness Day." (19-229). (Mayor Williams)

   Mayor Williams read the proclamation into the record.

4. Update on Port Canaveral provided by Port Commissioner Wayne Justice. (19-233). (Councilmember Koss)

   Councilmember Koss introduced Commissioner Wayne Justice and provided a brief background on him.

   Commissioner Justice thanked Council for having him and noted that it had been an exciting day at the Port. He provided a brief presentation[1] and pointed out that the Port was commissioned in 1953.

   He spoke about the Port's core business lines and mentioned that Cruise Terminal 1 is the newest terminal. That terminal is now home to the second largest cruise ship in the world.

   Commissioner Justice advised that things are going so well at the Port that they are now in need of another terminal. There is a new terminal being built and it is one of the top five projects in the greater Orlando area at this time.

   The newest and largest cruise ship built by Carnival will be brought to this terminal. He further pointed out that this cruise ship would be fueled by liquefied natural gas which is cleaner, cheaper, and made in the United States.

[1] Presentation not available to attach from Port Canaveral.

Additionally, it was announced today that Disney would have two new ships coming and they will arrive at the Port two years from now. A refurbishment to Terminal A was also approved today which will be around $48 million.

He spoke about the Port being a port of call destination and stated that they work hard to create outstanding options for tourists.

Commissioner Justice discussed the cargo part of the Port and spoke in detail about what comes in and out of the Port.

The recreation side of the port was discussed and he advised that they have signed with Brevard Zoo for an aquarium and he showed the potential location for that project.

In closing, he spoke about commercial space and their relationship with Space X and Blue Origin and spoke about various strategic partnerships that they have.

He thanked Council for allowing him to speak.

Councilmember Koss asked if the liquified natural gas comes from Jacksonville. In response, Commissioner Justice stated no, as Florida cannot produce the quantities needed by cruise ships. Shell Oil in Jacksonville gets a barge and brings it in from Georgia.

~~5. Recognition of the Cocoa High School Girls Track Team. (19-251). (Councilmember Goins)~~

This item was tabled until the next City Council meeting.

IV. DELEGATIONS:

Kathy Mardirosian, Sister City Program, thanked Council for allowing them to speak. She provided an update[2] and pointed out that since 2007, the Sister City Program of Cocoa and Beit Shemesh, Israel have been building relationships based on culture, art, education, business, and travel exchanges, creating lifelong friendships that provide prosperity and peace through “citizen diplomacy”. She mentioned that former Mayor Blake visited Israel.

[2] EXHIBIT A: Sister City Program Presentation

She noted that a representative visited last week and provided the City with a photo of Beit Shemesh that shows all of the current archeological digs in the town. It was a gift from Mayor Block to Mayor Williams.

She read a letter written to Mayor Williams and she advised that Mayor Williams has the original letter and reiterated that this is an ongoing relationship between the City and Beit Shemesh.

Candace Rogers, 93 Delannoy Avenue, Cocoa, spoke about the promenade design and stressed that there is a waterfront master plan that expresses the wishes of many. Plans should be flexible and the elements should be resilient and sustainable, and one element supported by the residents would be to have a Waterfront Advisory Committee. By having a committee it would allow those who serve in those areas of expertise to have input. Over two hundred residents supported this and signed a petition which was presented to Council and the Cocoa CRA. She further spoke about the Cocoa Civic Center and why it should be located in the park. She believed that the Lee Wenner Park site is more suitable and hoped that Council would take that into consideration when discussing the new Civic Center site.

Bob Harvey, 29 Riverside Drive, Cocoa, is Chairman of the Board for BACRAP. It is a non-profit and he is aware that a letter with misinformation was sent to Council. He brought BACRAP's rebuttal letter with him and also submitted a letter from Broadmoor Acres longest living resident, Ms. Sheriff[3]. He read the letters into the record.

V. CONSENT AGENDA:

1. Approve Change Order #1 to FY2019 P.O. 74115 with Trane, Maitland, Florida, for the Replacement of a CHW Expansion Tank, CHW Air Separator and Air Vents for Two (2) Trane Chillers at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Change Order; To Approve a Resolution Amending the FY2019 Budget. (19-208). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with Danus Utilities, Inc. for Lift Station Rehabilitation Services Utilizing the City of Clermont Contract No. 2017-89, Effective August 8, 2017 through August 7, 2020; To Authorize a Budgeted Expenditure for these Services not to Exceed $90,200. (19-209). (Utilities Director)

[3] EXHIBIT B: Letters from BACRAP and Ms. Sheriff

3. Approve the attached Addendum (Change Order #1) to the Agreement with Community Housing Initiatives for an additional $30,000.00 from Community Development Block Grant(CDBG) Miscellaneous Revenue, to assist a moderate-income household. (19-232). (Community Services Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Goins, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Hold second and final Public Hearing to approve the City of Cocoa's FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (19-213). (Community Services Director)

Ms. Bunt mentioned that the City anticipates receiving $177,490 in CDBG funds and $65,872.88 in HOME grant funds for FY 2019/2020 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium which is composed of the cities Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

Ms. Bunt explained the overall purpose of the CDBG Program and advised that this public hearing was advertised in the Florida Today Newspaper and summarized the proposed projects and a 30-day public comment period which started April 18, 2019 and ended May 22, 2019. No comments have been received to date.

The proposed amounts are as follows:

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2019/2020
PUBLIC SERVICES:

Community Services Council (*meals on wheels & seniors at lunch)*	$ 9,623
Central Brevard Sharing Center (*community kitchen)*	$ 11,000

Salvation Army *(domestic violence shelter meals)*	$ 6,000

CDBG Other AND PUBLIC FACILITIES IMPROVEMENTS:

Park Improvements to Dr. Joe Lee Smith Park	$ 65,369
Repayments of Section 108 Loan the City is currently applying for	$ 50,000

ADMINISTRATION:

CDBG Administration and Operational funds	$ 34,498
Fair Housing Education & Outreach	$ 1,000
TOTAL CDBG FUNDS:	**$177,490**

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2019/2020

Housing: CHDO/Housing Activity	$ 60,603.05
HOME Administration and Operational funds	$ 5,269.83
TOTAL HOME FUNDS:	**$ 65,872.88**

Mayor Williams opened and closed the hearing to the public.

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

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the City of Cocoa's FY 2019/2020 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (19-214). (Community Services Director)

Ms. Bunt explained this item and noted that based on some of the discussions with DR Horton and residents, it was determined that residents would like different amenities then what was originally proposed.

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

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Fourth Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received.**

The motion was opened for discussion.

Councilmember Koss asked for clarification on what was being changed. In response, Ms. Bunt noted explained the modification in detail and provided the history on how it initially occurred. She added that they would be coming back with a fifth modification.

City Manager Titkanich assured Council that they would ensure that all things were done.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approval of a Large-Scale Site Plan consistent with Appendix A, Zoning, Article IV, Section 2, to construct a new 18,148 sq.ft. community center building, along with associated parking and stormwater retention, at the site commonly known as the Dr. Joe Lee Smith Community Center, with conditions. (19-237). (Community Services Director)

Ms. Bunt explained the item and Ms. Selig provided a short presentation on the project[4].

Ms. Selig advised that the City was the applicant in requesting the approval of a large-scale site plan, which encompasses five parcels totaling approximately 3.63 acres. She further explained that the intent is to build a new community center with parking and retention areas on the northern parcel of this property where the current baseball field and playground are presently located.

A location map, site plan layout, site plan analysis was discussed in detail.

[4] EXHIBIT C: Large Scale Site Plan Dr. Joe Lee Smith Community Center Presentation

She spoke about the consistency with the Code of the City of Cocoa and mentioned that the site currently has a total of forty-seven (47) parking spaces. The new site layout would remove twenty-four (24) spaces but will add back forty-nine (49) for a net increase of twenty-five (25) spaces. This will result in a new total of seventy-five (75) parking spaces on the site. She explained that the inconsistency stems from how the number of parking spaces required for the site is calculated and explained what the Code required.

Ms. Selig noted that the proposed Large-Scale Site Plan was heard at the May 1, 2019 Planning and Zoning Board meeting and the Planning and Zoning Board recommended approval with conditions and suggestions for consideration by Council.

Lastly, she advised that the recommended motion was for Approval of the Large-Scale Site Plan for the Dr. Joe Lee Smith Community Center as depicted on Exhibit A, with the following conditions recommended by staff and consideration of the parking alternatives that follow as suggested by the Planning & Zoning Board.

1. Planning: Please change the reference from “Small Scale Site Plan” to “Large Scale Site Plan”

Additionally, all of the public works ground comments have been addressed along with the parking alternatives.

Councilmember Goins asked about the alternative from one hundred forty-three (143) parking spaces and in response, she advised that they are requiring seventy-five (75) and they can as a Council waive parking requirements. The board would like them to consider some other alternative if they have not already. She is fairly sure that staff has looked at all possibilities.

City Manager Titkanich pointed out that the basis for this design was Wickham Park and the Walter Butler Center. They were both looked at when designing this. A community center would have more pedestrian traffic and staff felt that the parking is reasonable. He further mentioned the issue of changing from small scale to large scale. If this was not a City property it would not require Planning and Zoning’s approval, but if it is you have to go to the Board and then to Council for approval. This is essentially a small-scale site plan but is being treated as a large-scale.

Mayor Williams stated that there are other options for parking so if they run into an issue that can be easily resolved.

Councilmember Boisvert asked what the CDBG funds would be used for and in response, Ms. Bunt noted that they were being used for the construction.

Councilmember Goins questioned the seventy-five (75) spaces and if that is added to the forty-nine (49) or if it was seventy-five (75) total. Ms. Selig advised that it would be seventy-five (75) total.

Mayor Williams closed the hearing to Council and opened it to the public.

George Brown, Jr., 555 W. King St., Cocoa, stated that his property was close to this property and wanted to ensure that his zoning was not changed. Staff and Council both assured him that he would not be affected. He further asked if the baseball field would be taken away.

Councilmember Goins explained where the building would go on the property and City Manager Titkanich assured him that this would not affect his property, if anything, it would bring value to his property.

Dennis Childs, 2100 N. Indian River Drive, Cocoa, voiced concerns regarding the multi-function rooms and felt that if they were used for special functions it would take up a lot of spaces. He asked for the occupancy rate.

In response, City Manager Titkanich advised that this would be used for youth and senior activities and staff does not envision an issue.

Mr. Childs felt that staff and Council should proceed with caution on this parking issue as it could be overstressed at times if the occupancy rate is high.

Stephanie Carnigan, owner of the carwash and mechanic shop at the corner of U.S. 1, voiced her concern about the building utilization and why there are three retention ponds and a pool. She believed that agencies such as the Community Action Team, the Salvation Army, or other agencies that help the community should utilize that building.

In response to her concern, City Manager Titkanich noted that all of the offices on the left side would be occupied by such agencies.

Ms. Bunt assured her that all services provided by the Community Action Team will be relocated there. Summer camps and other programs will be able to utilize the multi-purpose room.

Ms. Carnigan asked about the need for retention ponds. Mr. Wegerif explained that they are dry retention areas and are less than one foott deep. If they had been eliminated they would have had to look else where and they are only ponds right after a storm. He assured her there would not be standing water in them.

Lastly, she asked for clarification on the park and basketball courts. Staff noted that the playground will be relocated and the pool will be refurbished.

Mayor Williams closed the hearing to the public.

Councilmember Goins asked about the contract with the Community Action Team and if the County allocated the money. In response, Ms. Bunt assured him that the County was putting it in their 2019 Substantial Action Plan and committed $175,000 October 1st.

Deputy Mayor Warner advised that every time she has been to the center parking is not heavily utilized and confirmed that with Ms. Selig. She knows that they are trying to make amenities for seniors and asked if a study had been done.

Ms. Selig was not aware of any issues with parking.

Deputy Mayor Warner asked if a bus stop would be close by and Ms. Selig pointed out that there is one on Washington Street and S.R. 520.

Ms. Bunt stated that having public transportation close by was a requirement of the Community Action Team.

Councilmember Goins knows that parking was not an issue at the old building but believed that this new building would be utilized more heavily by AAU tournaments. He has concerns with parking.

Mayor Williams liked the plan and reiterated if parking needs looked into again in the future there were options. He believed that this needed to be moved on.

City Manager Titkanich added that PAL tournaments typically get large vans to transport kids.

Councilmember Goins asked if additional parking would change the cost of construction. Mr. Wegerif responded in the affirmative and advised that the GMP is based on this plan.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Goins, to approve a Large-Scale Site Plan consistent with Appendix A, Zoning, Article IV, Section 2, to construct a new 18,148 sq.ft. community center building, along with associated parking and stormwater retention, at the site commonly known as the Dr. Joe Lee Smith Community Center, with conditions.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Provide the City Manager and City Attorney direction on the Waterfront Advisory Committee. (19-253). (City Manager)

City Manager Titkanich provided a brief background on the request for a committee and provided a brief timeline regarding meetings that staff has had. In November, 2018, the Cocoa CRA voted in favor of creating a Waterfront Advisory Committee and advised that at this time, staff and the City Attorney need Council's direction in regards to this committee.

City Manager Titkanich discussed this committee in furtherance and stressed that the committee would be subject to the Sunshine Law.

He noted that the committee would provide recommendations to either the Cocoa CRA or the City Council. The composition would potentially be seven members, five being appointed by Council and two by consensus of the Cocoa CRA since the committee would be making formal recommendations. Cocoa Village is the downtown for the whole City. Additionally, eligibility for board members should meet similar CRA board member requirements. Lastly, he pointed out that the involvement of members and in being a member, you have to put on another hat in another setting.

He reiterated that they are seeking direction for the purposes of creating a resolution for the advisory committee.

Deputy Mayor Warner agreed with the City Manager on the fact that you might participate in a workshop but then go back and have to work as a committee. She also liked the idea of the CRA having input on the membership. She knows that there is a lot of good knowledge in the community and many who know a lot about the waterfront.

Ed Green, 104 Riverside Drive, Cocoa, thanked Council for the opportunity to speak on this item. He believed that it was becoming a little more complicated than needed. He agreed with Deputy Mayor Warner and he too, believes there is a lot of community knowledge. He felt that they have knowledge staff does not have. What they are proposing is not a board who would make decisions, but a group who could work side by side with staff and help when they might have questions that staff does not know the answers to. He believed that these citizens could help guide productive discussion and help them.

Additionally, Mr. Green did not feel that they would be making decisions out of the scope of the Sunshine Law and that they could be called in on short notice per say if there was a meeting or someone needed help. He reiterated that staff is making it more complicated than what it should be and that it would be a help and resource for staff.

City Manager Titkanich clarified that they were looking at more of an advisory role of staff versus an advisory role to Council or the CRA and in response, Mr. Green thought that this would alleviate the Sunshine Law restrictions as they would have the expertise.

Mayor Williams stated that we would be utilizing resources in the community who would be helping staff so it does not involve the Sunshine Law.

City Manager Titkanich cautioned that this would be augmenting the existing process that we have. He apologized and spoke about the timeline including meetings and public workshops regarding the waterfront after Hurricane Irma.

Councilmember Koss asked if this group would be self appointed.

In response, City Manager Titkanich mentioned that when you are submitting plans experts are brought in if we do not have the staff needed and he advised that there are two PE's on staff. All staff is qualified in different areas.

He pointed out that we had to bring in people for the hotel project.

Deputy Mayor Warner clarified that what Mr. Green was wanting was something like the Utilities Advisory Board. In response, Councilmember Koss advised that Board cannot develop their ideas because they are under the Sunshine Law.

She understood the concern and would like a list of those in community that she could pick up the phone to ask questions. She thought putting together a list of individuals would help everyone out.

Mr. Green said that when you are at the final stages and you need that expertise to finalize things, staff could have more of a finalized product.

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Councilmember Koss advised that she moved this up on the agenda because she believed that this had moved further along and there would be direction for staff. She felt the next item has not had as much public opinion as she would have liked. She noted that she is a little jealous because of her background and was passed on a lot. She felt that there is a lot of passive resistance and that within the last few months a lot of things have been passed along.

Attorney Garganese stated the agenda item was written in order to set up a committee and what Mr. Green is saying is different. He stressed that you still have to be careful as you can still be subject to the Sunshine Law.

He suggested that a volunteer program be set up if there were those who just wanted to provide their expertise to staff.

Mr. Green is aware of the City's volunteer program, unpaid interns and V-Cops, and what they are looking at is a group to come in and augment staff.

City Manager Titkanich advised that he and the City Attorney would meet with Mr. Green in order to have a better understanding of what they are requesting.

Deputy Mayor Warner felt that everyone was on the same page now and they could come up with something.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to Table this item until further notice.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Request Council's Direction for the final design concept of the Promenade and Overlooks Project to replace the boardwalk in Riverfront Park destroyed during Hurricane Irma. Consider additional concept for knee-wall, and other substitute railing options. (19-215). (Public Works Director)

Mr. Wegerif introduced Mr. Tom Vill, from Infrastructure Solutions, and based off the direction of Council from the April 24th City Council meeting he is in attendance to show different options for the waterfront.

Mr. Vill provided a presentation[5] and a synopsis of the work that had been done since the last meeting. Several citizens also reached out to staff offering information and good input which was also considered when making these revisions as well as Council's comments. Infrastructure Solutions also prepared a memo addressing the main themes in the additional public comments.

He spoke about the knee wall concept and the design consideration and stressed that the Florida Building Code required a guard railing with a height of 42 inches along the open-sided walking surfaces when they are within 36 inches from a vertical drop of more than 30 inches.

He met with Val Perez, the City's Building Official and he indicated that a 42" guard railing was required if a walking surface is located within 36" of the edge. In order to satisfy that requirement the knee wall concept includes a 36" wide landscape strip to provide separation from walking surfaces.

He showed several examples of the new designs, including the following designs:

- Knee Wall
- Cast Stone Balustrade Concept
- Stainless Steel Cable-Railing

Mr. Vill compared each example and highlighted differences and requirements with each design.

The sign wall issue was also spoke about at the April 24th meeting and that decision also needed to be made as to whether they want the sign wall or not.

Construction costs estimates for each concept were discussed and he explained that these costs do not account for FEMA costs or FEMA reimbursements.

Several members of the public contacted City staff offering further comment and recommendations for consideration such as rip rap in front of the sea wall, arc shaped overlook in place of the two square overlooks, and there were comments regarding the plantings and window views through the park.

Additionally, he provided Infrastructure Solutions' input to the public comment and recommendations.

Linda Dolphin, 2100 N. Indian River Drive, Cocoa, asked about FEMA and the possibility of them not paying for the knee wall. The knee wall was her favorite design and she asked about the reasoning behind FEMA not supporting the knee wall.

[5] EXHIBIT D: Final Concept Waterfront Promenade presentation

Mr. Vill has not been dealing with FEMA but knows there were discussions regarding this.

Assistant City Manager Fuhrer advised that City staff has had weekly meetings with FEMA and what they have learned was that there was no commitment on anything until you receive the money. There are different groups that go through and evaluate these projects and felt that it was important to keep in mind that these are replacement projects. This project is rebuilding an amenity that was lost and that was a wooden boardwalk with a wooden railing.

Staff has been working with FEMA on certain design elements to ensure that this could happen and there was not a single option not feasible for the City. He further explained the breakdown of costs associated with funding for this project.

He stressed that these were the best numbers that staff had to work off of and with what was budgeted feel this is feasible. There is documentation from FEMA that the knee wall would not be a part of their reimbursement.

FEMA stated that they do not receive good feedback on those and recommend the stainless-steel railing.

City Manager Titkanich clarified that the program began with the CRA and any money issues would have to go back through them.

Mr. Vill assured Council that with the knee wall design they could do all that they could to design it to withstand the forces of a storm. They are filled block with reinforced concrete.

Councilmember Koss asked about the nine lanterns and Bismarck trees. Mr. Vill recommended that they both be relocated.

Mr. Wegerif added that if the Bismarcks were relocated they would have to consider what was under the ground in the area they wanted to relocate them to.

Deputy Mayor Warner asked if the knee wall would have cut outs to allow water to flow back out. Mr. Vill noted that they would have to allow for drainage in the design.

Deputy Mayor Warner asked how far the drop would be from the top of the knee wall before she hit water. In response, Mr. Vill stated it was about seven feet and the water was about three feet deep. There was no rock and the wall cannot be sitting wall.

She felt if people cannot be stopped from standing on planters for events than they are not going to be stopped from sitting on a knee wall. Her concern was about erosion and she thought that the concept was to get the public closer to

the water. To her, that means getting close enough to see what was going on in the lagoon but now that was being moved back three feet to where they cannot see. She felt that the concept was being taken away. She stated her objection to the Balustrade concept and was fine with the other two but does not like the idea of moving the public back further. She thought the designs were beautiful.

Councilmember Koss was okay with the cable at the T-docks and wherever it would serve a function but felt that the promenade tells a different story and felt it was like a prison fence.

Deputy Mayor Warner asked Councilmember Koss if she thought there was any other way to use the stainless concept but make it look a little better.

Deputy Mayor Warner had no problem with the cable but was not a fan of the plain poles.

In response to her comments, Mr. Vill assured Council that there were other railings that they could use and that were more substantial when looking at them. Wrought iron over the river would require a lot of maintenance. Deputy Mayor Warner asked if you could make stainless steel look like wrought iron.

Mr. Vill advised that they would not have the same flexibility if they were working with wrought iron and would have to work on this to come up with something.

Mayor Williams felt that too much was going into this and believed that all of the designs were excellent. Everyone has personal feelings but there is also a cost associated with this project.

Ms. Dolphin asked for clarification on the mitigation. In response, Assistant City Manager Fuhrer explained the costs in detail, noting that there are two parts to the cost. They look at what it costs today and then the other part is the life span and what you are doing to make it resilient. He explained the formula used to determine these costs. He mentioned this is the best knowledge we have to date of what we can receive in funding. There are some additional grant dollars from the FIND grant received for the T-docks and day slips.

Deputy Mayor Warner asked if this could be powder coated.

City Manager Titkanich stated that the Assistant City Manager has presented that all options are financially feasible, and we are in time constraints. He provided fairly aggressive timelines for the item and he understands there are concerns. He asked that we give Mr. Vill an okay to go with one of these designs, as we are still looking at three months to do final design work and a bid package, as well as finalizing permitting. He provided a timeline of the project.

Councilmember Koss spoke in terms of urgency and felt that having to go through staff had been a slow process and felt that she has not been heard.

Deputy Mayor Warner stated that her vote would be for the stainless-steel option for the reasons she stated earlier; however, in the meantime she is hoping that some of the experts in the community can figure out a way to make the posts a little more pleasing and to allow for some design in the railing as opposed to the plain design being presented. Additionally, she felt that it was important other than the maintenance of plats to get them closer to the water.

Walt Roslin, 1628 Manor Drive, Cocoa, agreed that the landscape would be tramped and thought there was nothing uglier than wood. He loved the knee wall and the rails could be powder coated black.

Aleck Greenwood, P.O. Box 1088, Cocoa, thought you would get the best of both worlds with the knee wall. He hoped the City did not pick something that they would regret. Ms. Riggs, who also spoke with Mr. Greenwood, asked if FEMA would not pay for mitigation on the knee wall if they would pay for rip rap.

In response, Assistant City Manager Fuhrer explained that on the seawall they could do an inspection and see the condition at any time if repairs needed made. Additionally, Ms. Riggs asked if there was no other way to get the funding.

City Manager Titkanich noted that at the waterfront workshop it was discussed and they would not want money in for rip rap as they would have to remove something to where money was just put in. If FEMA comes in and audits they might ask for the money back. The City has to ensure compliance with FEMA.

Mr. Greenwood asked if monies received from late water bill fees could be used for this and in response, City Manager Titkanich explained that you cannot use utility monies for this project.

Mr. Greenwood then asked if the money could be loaned to us and thought that the designs were beautiful.

Councilmember Koss asked if there was a way to keep the Bismarcks. In response, Mr. Vill advised that they could look at those individually but warned of root growth and cracking of the walls. There would be a plan to relocate them.

Mayor Williams reiterated that Deputy Mayor Warner liked the stainless-steel cable railing, and he asked about the sign wall. Deputy Mayor Warner responded in the negative on the sign wall.

City Manager Titkanich urged Council to look at the potential advertising possibilities with the sign wall.

Councilmember Boisvert is fine with the stainless-steel cable railing as well and was for the sign. He thought that the sign should read “Welcome to Cocoa”.

Councilmember Koss was in favor of the knee wall and the sign.

Councilmember Goins has listened to citizens and liked both the knee wall design and the “Welcome to Cocoa” sign.

Pam Shaia, 308 Brevard Avenue, owner of Tails at the Barkery, Cocoa, thanked Mr. Vill and stated that as a person who spends a lot of time in the Village, she understands the funding issue and that we could lose the funding. She stated that there was not enough lighting at the park and asked for better lighting and lighting on the ground, or solar. It could be hurricane proof also. She was in favor of the knee wall or a version of the knee wall.

Mayor Williams was in favor of the knee wall.

Councilmember Goins confirmed that there would be more lights than shown in the picture.

* **MOTION by Councilmember Koss: Seconded by Councilmember Goins, for the knee wall option and the signage wall stating “Cocoa”.**

AYES: Williams, Goins, Koss
NAYES: Warner, Boisvert

THE MOTION CARRIED (3-2)

3. Appointment of a Council Liaison to the Police Community Relations Advisory Committee for 2019. (19-245). (Administrative Services Director)

Mayor Williams stated that he does not feel that they need a liaison to this board.

*** MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, not to appoint a liaison to this committee.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approve the final ranking and selection for Bid #Q-19-12-COC to the University of Central Florida for police department strategic planning services and allow the

City Manager to negotiate and execute a contract not to exceed the fiscal year 2019-budgeted amount. (19-203). (Assistant City Manager)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution waiving the competitive bidding process for the purpose of making an emergency single source purchase of a Trane 30 ton rooftop HVAC unit for the Utilities Water Field Operations Building in the amount of $76,688. Approve a Resolution amending the Fiscal Year 2019 Budget. (19-231). (Public Works Director)

Mr. Wegerif explained this item and noted it was more prudent to replace the unit and the item has been ordered.

Deputy Mayor Warner asked how old the current unit is and in response, Mr. Wegerif advised it was nine years old.

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location as recommended by the Tree Board. (19-234). (Community Services Director)

Ms. Selig provided a short presentation[6] on this item. She mentioned that the applicant is requesting removal of the said tree and that in January 2019 he submitted an application for removal of the tree citing ill health of the tree.

She provided a project summary and addressed the city code and staff's findings and showed photos of the subject tree.

[6] EXHIBIT E: Tree Removal Permit for 2656 N. Indian River Drive

The proposed Tree Removal Permit request was heard by the City of Cocoa Tree Board at the May 1, 2019 Planning and Zoning Board meeting. The Tree Board recommended approval of the Tree Removal Permit with conditions. She noted that the recommended motion tonight was as follows:

Approval of a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location recommended by the Tree Board as follows:

- Tree to be replaced and planted at the southeast corner of Manor Drive and Beverly Road.

City Manager Titkanich advised that there was a question posed as to whether or not an arborist looked at this tree. Mr. Frank Mirabito looked at the tree and a memo was provided to Council. He provided a summary of the tree and noted that it appeared to be healthy with signs of decline.

Judy McCluny, 1908 Manor Drive, lives in the neighborhood where the tree is located and noted that it was in line with many other beautiful trees that line the road. It has character and those who live in that area take those trees very seriously. She hoped that citizen's concerns were considered and believed that when a tree was taken down it hurts the community. All of the trees on this road at times have lost branches and have not yet fallen. The tree was not inspected by an ISA arborist and there are no other chances for the tree once it is removed.

Walt Roslin, 1628 Manor Drive, Cocoa, felt that the ordinance needed to be amended and that the City should get rid of the tree expert because he is not an ISA. Mr. Roslin is an arborist but does not assess trees because he was not an ISA. The ordinance should include that the arborist should be an ISA. He believed that many people have bought homes in Cocoa because of the urban forest. He asked what gives the City the right to remove a tree without the proper knowledge and certification. Mr. Roslin provided many other facts as to why this tree should not be taken down and advised that it was our moral responsibility to protect these beautiful beings.

Linda Dolphin, 2100 N. Indian River Drive, Cocoa, spoke in reference to the report that she provided for the record[7]. This tree is a live oak and is approximately 200 years old. There are three arborists who have stated that the tree was healthy. Evidence of ant colonization does not mean that a tree is

[7] EXHIBIT F: Report provided by Linda Dolphin

dying. It is important for the health of the tree to block off the tree during construction to ensure that no further limbs are taken off. The tree should be tested again after construction. This person is willing to come to the next meeting and speak if Council was unwilling to take this report today.

Dennis Childs, 2100 N. Indian River Drive, Cocoa, echoed Ms. Dolphins' sentiments. He mentioned the idea of a septic system and his understanding is that a septic system cannot co-exist on that lot and whether or not it can be put down by the lagoon. His suggestion was to wait until the septic system project was done and make the decision on the tree removal at that time.

Barbara Kinsey, 1628 Manor Drive, Cocoa, spoke in regards to the report that Ms. Dolphin spoke about and that it was clear that the tree was healthy. Trees are invaluable assets to our community and they should be protected. The arborist also referred to other tests that are available. It is important to rely on scientific methods when making these decisions.

City Manager Titkanich stated that based on the memo from the arborist there were issues but the tree was otherwise healthy.

Deputy Mayor Warner mentioned that we have lost several oaks along River Road lately and recently lost a magnificent magnolia tree due to the carelessness of a contractor. She agreed that this should be looked at in more depth by the Planning and Zoning Board and agreed that at some point it might come down, but if it is healthy still then why take it down. Additionally, there is no need to remove it if it is not preventing the home from being built, but we need to ensure that the trees are protected during the construction process. She is not inclined to vote in favor of taking this tree down at this time.

Mayor Williams saw the only concern was the health of the tree.

Councilmember Koss spoke in regards to the report from the City's arborist and that some of these comments refer to all of the trees on Indian River Drive and she spoke in reference to the comment regarding power lines.

She advised that she would vote against this and had concerns about the ordinance, stating that it was very confusing. She would like the ordinance revisited and it was brought to her attention that there was a resolution in the past for the City to be a Tree City USA. She would like that brought back also. She hoped that Tree City USA could help the community with education on trees.

Ms. Bunt mentioned that the property owner was not notified about this item being on the agenda and the City Manager stated that if the property owner believed the tree was not healthy then he provide the City with his own assessment along with the arborist's report.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins, to table this item and invite the applicant to come back and for the applicant to provide a report from an arborist with ISA credentials to make this analysis.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Resolution Amending the Fiscal Year 2019 Budget, and Approve a Change Order, through the use of our Professional Services Agreement with Stantec Consulting Services Inc., to Calculate a Tiered Stormwater Rate Structure on all Residential Stormwater Parcels Located within the City Limits of Cocoa. (19-252). (Finance Director)

Ms. Bowman reminded Council of their direction of staff at the recent Stormwater Workshop. This will provide funding for Stantec to provide a method for which stormwater fees are collected for and a tiered structure

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

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

5. Approval of the second contract modification with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group to extend the term of the agreement until February 28, 2020. (19-207). (Administrative Services Director)

Ms. Gemmati mentioned that the City put out an RFP for this but after reviewing and comparing the proposals it was determined that it is the best interest of the City to continue with the Gehring Group at this time.

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

AYES: Williams, Warner, Boisvert, Goins[8]

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 04/30/2019. (19-210). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (19-219). (Finance Director)

3. FY 2019 Budget Adjustment Report. (19-220). (Finance Director)

4. Cocoa Police Department District Event Statistics for January 2019-March 2019. (19-222). (Chief of Police)

X. REPORTS:

Councilmember Goins announced that he would be attending the Institute for Elected Municipal Officials, June 7-9, 2019, along with Councilmember Koss, in Palm Beach Gardens[9].

He reminded everyone of the upcoming Memorial Day event on Monday, May 27, 2019 at Riverfront Park and of the basketball tournament on May 25, 2019 at Fern and Prospect Park.

Councilmember Koss announced that she was able to welcome the Florida Sun Co-Op at the Florida Solar Energy Center. She further spoke about her attendance at the Boys and Girls Club Center for Innovation. Lastly, she mentioned that there would be a meeting tomorrow regarding the Cocoa Tigers Chorus and performance at the Cocoa Village Playhouse.

[8] Councilmember Koss left the meeting at 9:48 p.m. and did not vote on this item.
[9] Councilmember Koss returned to the meeting at 9:50 p.m.

Deputy Mayor Warner attended the funeral service for Deputy Sheriff Adrian Moss-Beasley. She thanked the City Clerk's office on behalf of the family, for the multiple copies of the proclamation that could be shared among them. It was a lovely service and Adrian spent many hours volunteering and working throughout the City.

Mayor Williams thanked her for presenting the proclamation, as he heard that she did a great job and that she spoke very highly of Mr. Moss-Beasley.

Mayor Williams advised that he had the opportunity to attend the Space Coast Health Assessment Kick-Off and asked that the City Manager go to their website and pull information, as there was a lot of helpful data.

He was also a keynote speaker for Cocoa High School's SGA event when they were bringing in their new officers. It was nice to see how far the school has come and was very impressed.

Mayor Williams offered condolences to the family of Mike Ciccerrella, who passed away on Friday. He was on the Code Enforcement Board for a long time and was a great guy.

In closing, he gave kudos to the Police Department for the Cambridge Elementary School lemonade stand. He thanked Mr. Dyal and Lt. Dellatorre for giving their time and thought it was a great event. Tomorrow the lower grades will enjoy the festivities.

Lastly, he reminded everyone of the Memorial Day event and that Capt. Ed Lanni is the speaker.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to adjourn the Regular meeting of May 22, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:57 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, City Clerk

EXHIBIT A: Sister City Presentation



Our Mission

- Since 2007, The Sister City Program of Cocoa, Florida and Beit Shemesh, Israel has been building relationships based on culture, art, education, business, and travel exchanges, creating lifelong friendships that provide prosperity and peace through "citizen diplomacy."



2008





Branco Weiss High School

Largest High School in Beit Shemesh with over 1250 students

--devoted to enhancing individual and social growth and to reducing educational disparities in Israeli society.





Principal Aliza Bloch

Mayor Aliza Bloch





November 2018

Beit Shemesh Representative Sharona Catane






Our Sister City Program



Dear Mayor Williams,

I am the newly elected Mayor of Beit Shemesh, Israel and I would like to introduce myself and make your acquaintance.

For the past 15 years there has been a warm relationship between residents of our two communities. Our cities have enjoyed welcoming and hosting groups of high school students and adults for mutual visits, tours and cruises.

During my service as director of the largest high school in the city, I welcomed groups from the Cocoa area volunteering to teach English with my students and to work the gardens. One of your predecessors, Mayor Mike Blake, also enjoyed a week with us touring and visiting.

People from your community and from communities along the Space Coast have worked together to support educational projects in our elementary and secondary schools and we hope that in the summer of 2020 we will be able to send a delegation of grade 10 and 11 high school students to participate with their peers from the Space Coast in a STEM session at the Kennedy Space Camp.

We consider these projects a means to break down barriers and prejudices and to bring together people from different cultural backgrounds and it is important for us to continue these joint projects.

I sincerely hope you will be able to visit us here in Beit Shemesh in the near future and I will be honored to welcome you and show you the accomplishments of our communities working together.

Sincerely,

Dr ALIZA BLOCH
MAIRE DE LA VILLE

Upcoming Project with our Sister City



www.sistercityprogram.org



Lawrence Sinclair
Broadmoor Acres Community Restoration
and Preservation Inc
1035 Peachtree Suite B
Cocoa Florida 32922
321-735-8071

FL Division of Consumer Services
Registration Number CH48050

We Are a 501(c)(3) Tax Exempt Charity
Tax ID # 81-2169634
CCTCP Project Number CC-0502-C

May 16, 2019

Citizens of the City of Cocoa

John Titkanich, Cocoa City Manager
65 Stone St.
Cocoa, Florida 32922

Anthony A. Garganese,
Cocoa City Attorney
Garganese, Weiss, D'Agresta & Salzman,
111 N. Orange Avenue
Suite 2000
Orlando, FL 32801

Cocoa City Council
Jake Williams Jr;
Brenda Warner
James Alex Goins
Lorraine Koss
Don Boisvert
65 Stone St
Cocoa, Florida 32922

FL Division of Consumer Services Registration Number CH48050 "A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATION BY THE STATE"

Jennifer Lovitt Riggs
1629 N Indian River Dr
Cocoa, Florida 32922

Linda Dolphin-Childs
2100 Indian River Dr,
Cocoa, Florida 32922

Lorraine Koss (Individually)
2115 N Indian River Dr
Cocoa, Florida 32922

RE: April 22, 23 and 24, 2019 emails of Koss
& Riggs regarding BACRAP

Dear Addressees:

This letter is being provided to address what BACRAP perceives as a misunderstanding as to its mission and work in the community..

BACRAP is a legally formed 501(c)(3) Florida registered not-for-profit charity registered with the Florida Dept of Agriculture and Consumer Services and a Florida Dept of Economic Development Community Contribution Tax Credit Program certified sponsor.

BACRAP was initially started as a community organization in the fall of 2015 after Larry Sinclair was the victim of a burglary. On Oct 29, 2015 more than 72 residents and property owners came together to talk with City officials; Cocoa Police and each other on how we can improve our community working together. The biggest issues at the time were slumlords, vacant properties, crime, the use of vacant lots for illegal dumping and the lack of community as a whole.

After waiting for a local attorney to file BACRAP organizational paperwork without it getting done, Larry Sinclair with 2 other homeowners in the community got it filed on April 30, 2016. Barbara Green and Larry Sinclair had already with our own money purchased 507 N Georgia Ave to get this unsafe building renovated. Today because BACRAP's efforts its insistence the buyer would have to obtain permits and completely rehab to current code, that house is a 4-bedroom 2.5 bath home with new plumbing, hyacinth, electrical, plumbing, roof etc…

BACRAP was formed to restore the Broadmoor Acres community to a clean safe family friendly community with owner/occupied housing; to promote and build affordable housing for families as owners; to aid in the repairs and improvements by homeowners on limited income and work together to combat crime and drugs that had overtaken this community for years.

BACRAP Board Members are not paid in any way and in fact expend their own money to aid the organization in accomplishing our goals.

The City of Cocoa has not conferred any benefit to BACRAP that any other organization has not or could not obtain by engaging in the application process. BACRAP has never received any "selective code enforcement" treatment and in fact BACRAP has always insisted we are held to the same standards as any other property owner and have never been treated any differently.

No city of Cocoa employee or official has invested a cent into any property owned and/or controlled by BACRAP period nor has the City of Cocoa ever conferred any advantage; benefit to BACRAP or any of its employees or Board Members.

BACRAP and the City of Cocoa after a yearlong negotiation process did enter into a Settlement Agreement drafted by the City Attorney concerning vacant lots BACRAP purchased (which had been costing the city money in maintaining for years) for the purpose of building new homes for families which would require them to be owner occupied for not less than 25 years. That Agreement is part of Code minutes and minutes of City Council meeting of December 12, 2017. BACRAP has spent over $25,000 in clearing, cleaning and hauling off the junk, garbage, debris, overgrowth from those lots and in excess of $9000.00 in maintenance cost cutting, cleaning up after people who think they can throw trash on them.

BACRAP has taken homes that were substandard and being rented for $1000 or more per month and renovated improved and placed families in them as owners with a monthly mortgage payment as low as $555.00 per month to a high of $890 with them owning their homes. These homes have been improved and landscaped and have changed the way residents view their community.

BACRAP started by working with Cocoa Police in 2015 bringing the Police and community together and establishing a relationship that today, both officers and residents say is working. BACRAP has not engaged in; requested or even considered allowing any improper use of law enforcement.

Since the informal formation of Broadmoor Acres Community Restoration and Preservation Inc BACRAP has always invited the City of Cocoa elected officials as well as city departments to

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attend and or participate in any and all events which benefit the city and community as a whole and those invitations have been sent through the City Clerk's office in the same manner as any other 501(c)(3) charity engaged with the City of Cocoa. BACRAP has always complied with Florida Law requiring the publication of our charity registration number and the legally mandated disclaimer you see in the footer of this letter as well as on all emails and social media and internet sites.

BACRAP see's the City of Cocoa and it's councilmembers as partners in BACRAP's mission to improve this city. We hope that this letter finds you all receptive to working with BACRAP in the future, should you have any concerns about our work or mission, please let us know.

Sincerely,

Lawrence Sinclair
CEO/Executive Director

Bob Harvey, Colonel, USAF (Ret)
Chairman of the Board

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May 19, 2019

To Whom it May Concern:

My Husband Bud and I bought our home at 312 N Kentucky Ave new in 1956. We moved to Cocoa from Pittsburg, PA and I have lived in this house since. We raised 5 children in the Broadmoor Acres community and this neighborhood was the place to live back then.

Through the years I have seen this community change over time and my children and friends would tell me to move in with them, but I never thought to leave my home. The community became overrun with crime; abandoned homes and absentee owners who couldn't careless what took place on their properties as long as they collected the rent every month. In 2015 that started to change when Larry Sinclair moved in down Mitchell St from me.

I and my children met Larry in October 2015 at his home when he invited everyone in the community to a gathering on his front lawn. That night I smiled as for the first time in years I saw with my own eyes the number of people within the community who came together to bring back the community I and my children have such fond memories of. After that first gathering in Oct 2015 little did I know then that I and my children would feel so safe and comfortable in my home again. Larry has from the first day always checked in on me; has always been the first to come and my children know they can call on him anytime day or night and he will answer the call.

I smile each morning when I wake and look out my kitchen window and see the street with homes that have bright clean lights on overnight; Today I see children playing and riding their bikes in the street like my own kids used to do. I drive around and down Bellefonte Ave and I marvel at how much nicer and cleaner this street has become; as it used to be so bad, I wouldn't drive down it in daylight much less at night.

The number of houses which have been painted; new roofs put on; yards landscaped and neighbors visiting with each other gives me joy. That my children

and I attribute to Larry Sinclair. He has always made it a point to check on me; my neighbors to the south and is always doing something that only improves how this community looks and feels. Whether it is passing out roses to all the moms on Mother's Day; playing Santa to the neighborhood each Christmas or hosting a thanksgiving feast he has done this and continues to do this and has never asked for a single penny from anyone that I know of. He will fight you if you try to give him money for anything.

I recently had a surgical procedure near my eye and Larry shows up with a bouquet of flowers and when I ask him "what's these for?" he responds just because you are you.

For a while I kept saying I wanted to have my house painted and Larry always said, "when you are ready let me know and I will get it done for you." He did. He had my paint colors matched to perfection even when I wasn't sure it would be possible. He went and picked up the paint and made sure the house was painted at a more than reasonable price. My outside faucet was leaking, and he called a plumber friend of his who came and not only fixed it for me; he moved it to where I was able to reach it better and was able to turn it on and off without a struggle.

This letter is being written because I don't like the things I am hearing going around about Larry. I have watched since 2015 how he works tirelessly to improve this community; how he has cleaned vacant lots that for years were illegal dumpsites never cleaned up and only cut when the City decided to do it; I have watched as he shows the same concern and commitment to every single resident in this community.

The house across the street from me was sitting vacant after my neighbor moved out and into her dad's house. Larry not only arranged for the house to be purchased but he had a family in it owning it within a week. Today that house has been painted and repaired and the family continues to make improvements on their home.

On December 9, 2016 when gunfire broke out at 3am and bullets entered and exited my house through two windows, it was Larry who reached out to make sure I was okay and it was Larry who found the person to repair my windows at what I felt was more than a reasonable costs. The repairman came to my home

immediately cut the glass on site and replaced both windows. Larry was the one who asked Cocoa Police to come by and check on me and answer any questions I had.

As long as I have lived in this neighborhood I cannot remember when anyone worked so hard to make life better for everyone living here than Larry does, and certainly not for free.

I am years 92old and have lived long enough to know when someone is the real deal, and no one can convince me that Larry Sinclair has done anything but look out for everyone living in Broadmoor Acres since he moved in the neighborhood. To this day I get the biggest kick out of him always telling me he is doing penance for all the stupid stuff he did when he was younger.

I truly believe that if people in the city of Cocoa would work with Larry rather than try to tear him down this community and the city will be far better for it. You don't see many people these days put others wellbeing before their own, but Larry does every single day. My children know that Larry will always check on me and will always do whatever he can for me and my family.

Sincerely,

Kathleen S. Sheriff

Kathleen S. Sheriff
312 N Kentucky Ave
Cocoa, Florida 32922

Large Scale Site Plan

Dr. Joe Lee Smith Community Center

May 22, 2019

EXHIBIT C: Large Scale Site Plan
Dr. Joe Lee Smith Community Center

Project Summary

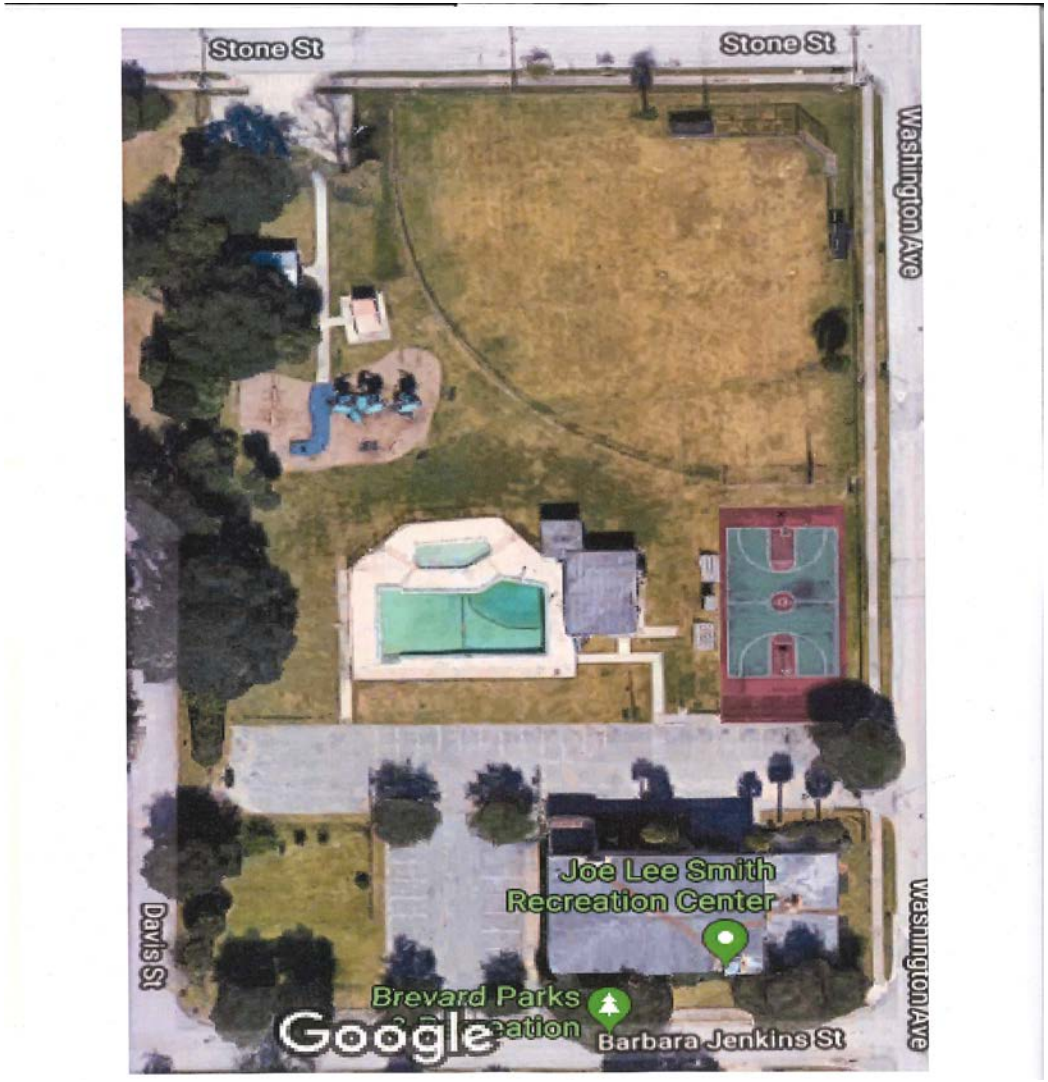
- The City of Cocoa, as the applicant, is requesting approval of a Large Scale Site Plan (Exhibit A) encompassing 5 parcels totaling approximately 3.63 acres known as the Dr. Joe Lee Smith Community Center complex.

- The City intends to build a new community center with parking and retention areas on the northern parcel of this property where the current baseball field and playground are presently located.

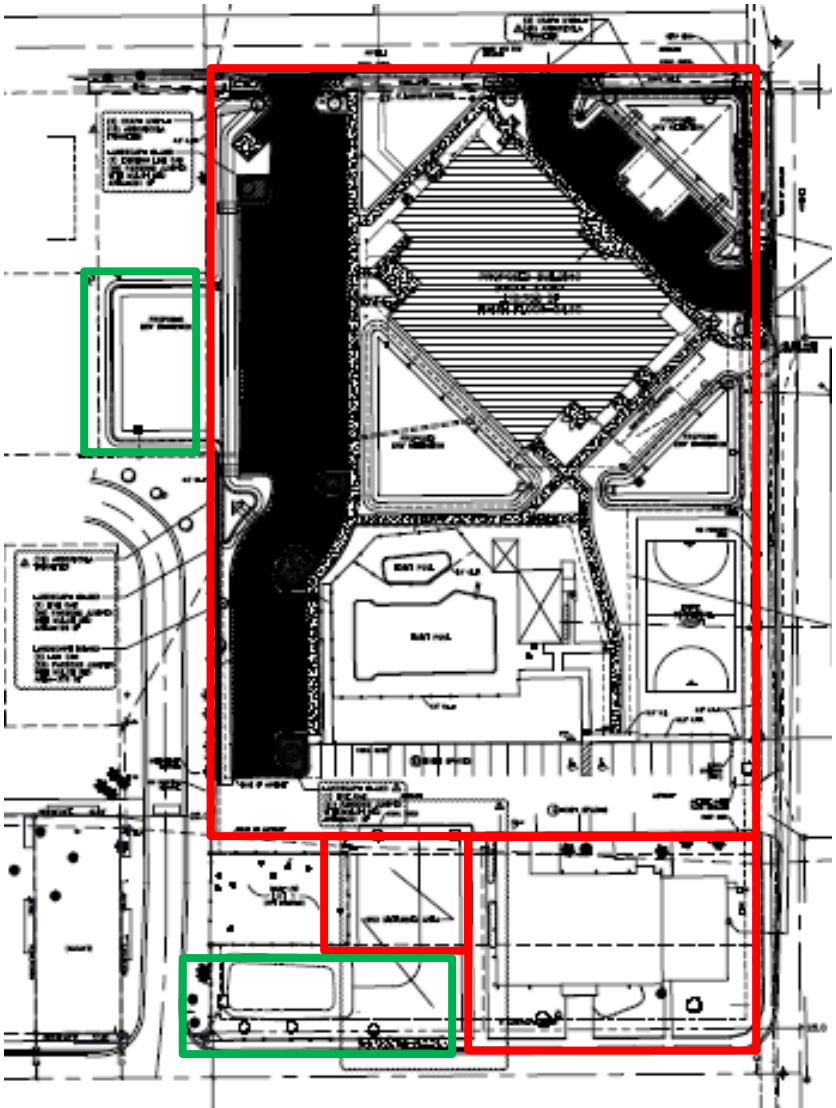
Location Map



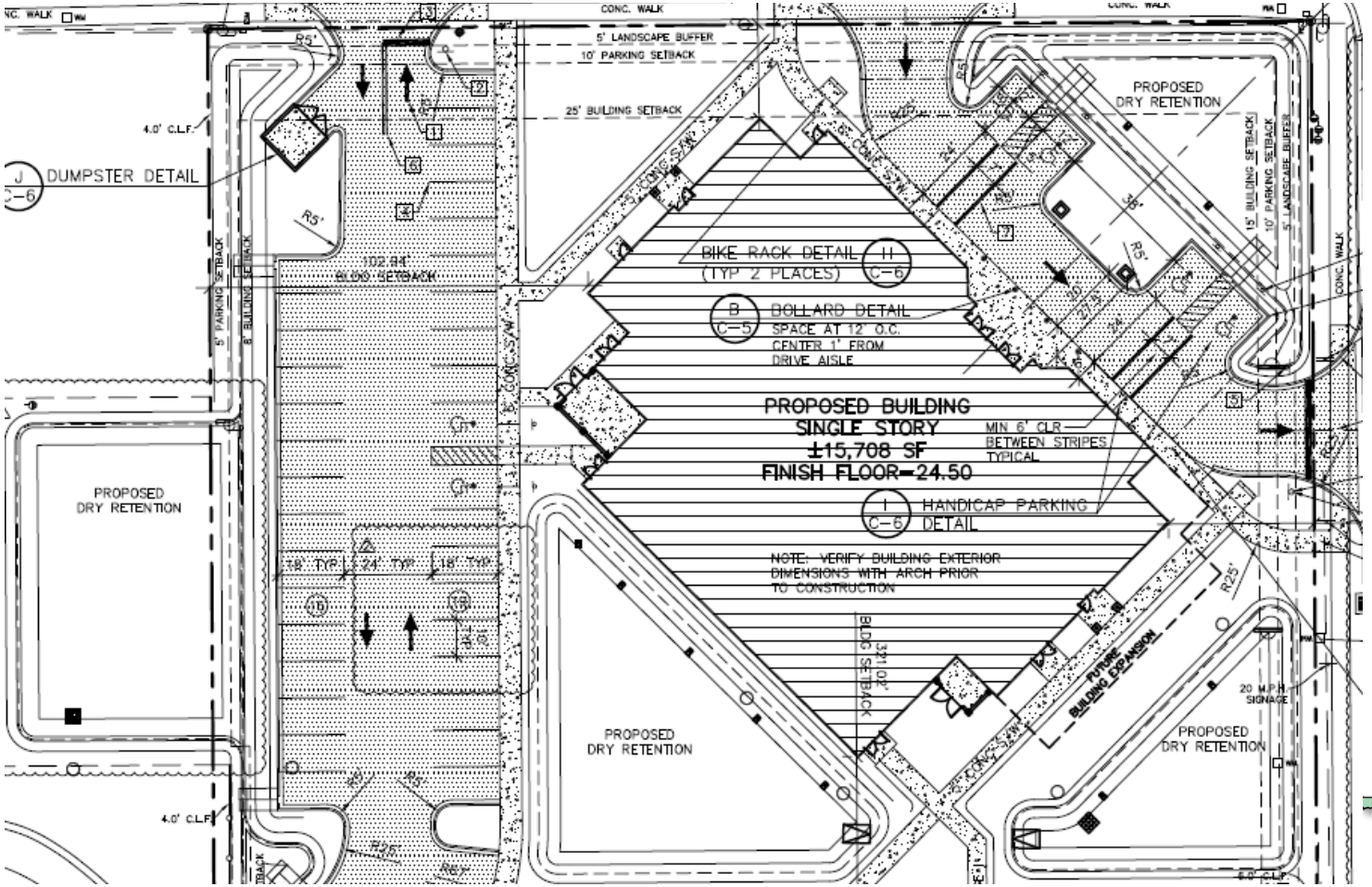
Existing Site



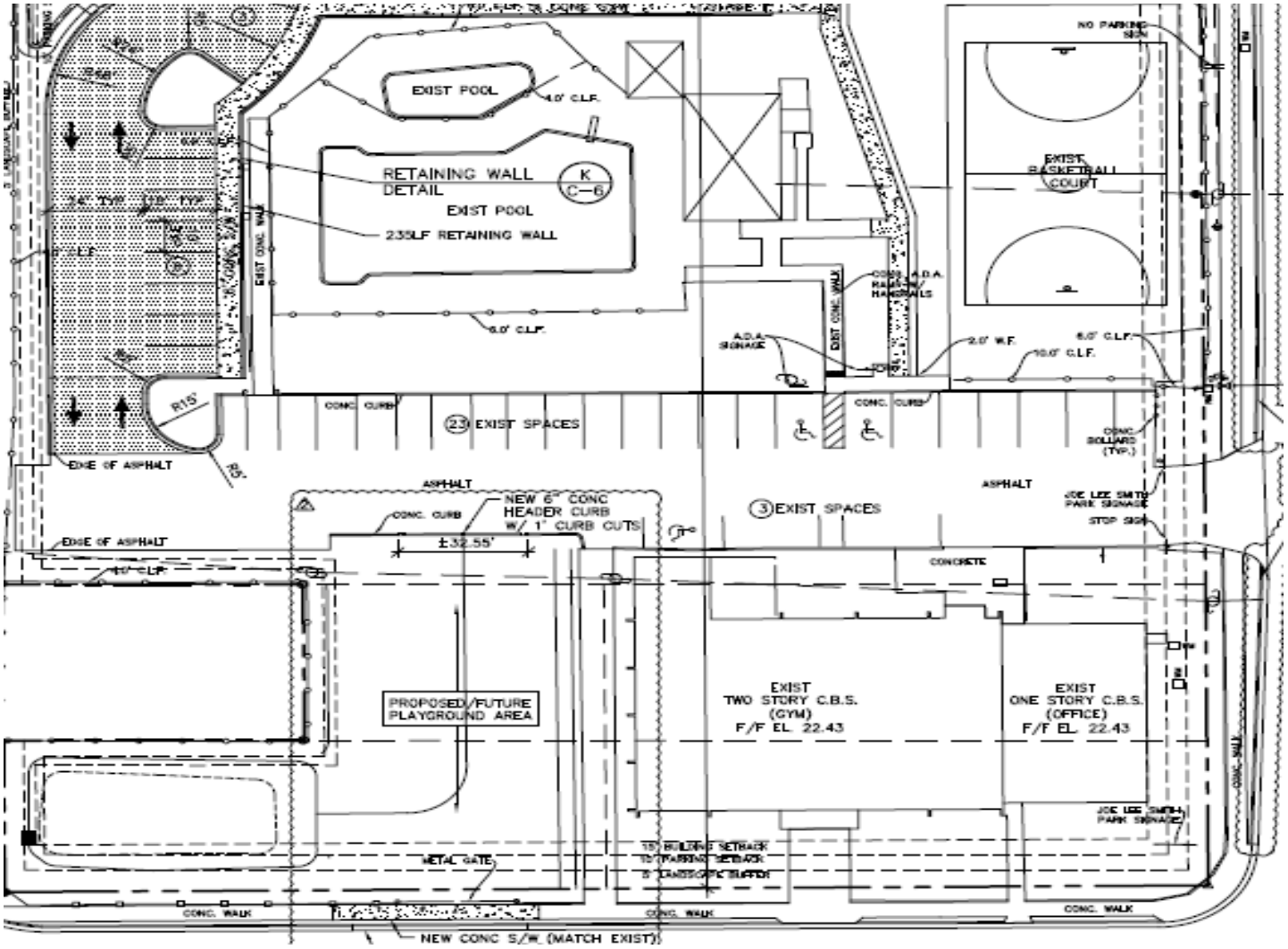
Site Plan Layout



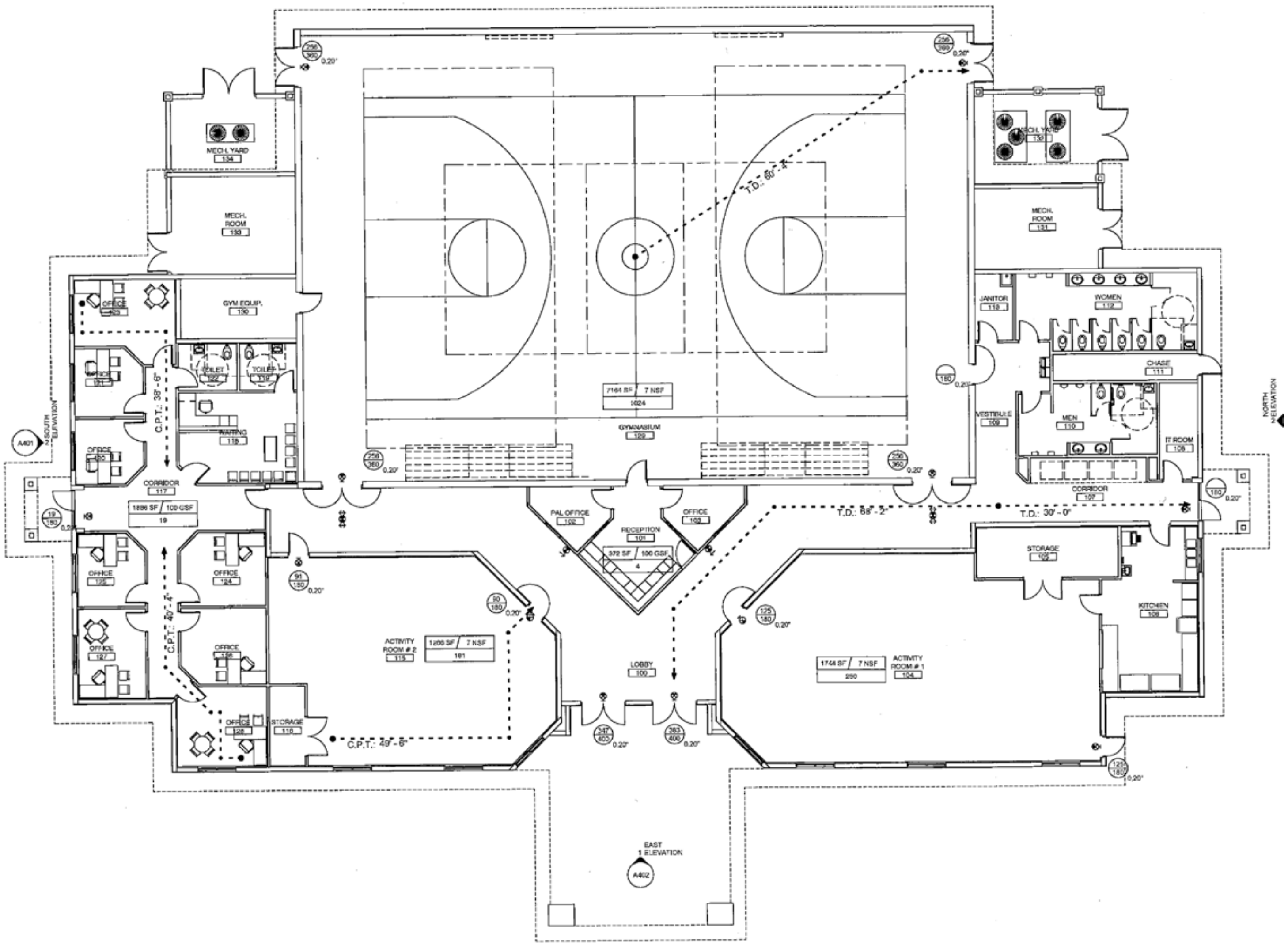
Site Plan (north half)



Site Plan (south half)



Building Interior Plan



Site Plan Analysis

Consistent with Appendix A, Article XIII, Section 1(D), "All site plans shall be required to meet all current applicable code requirements."

- City staff reviewed the site plan and determined that there were some criteria related to the City Code that have not been completely satisfied. None of the remaining issues (aside from parking) will substantially impact the overall design or layout of the site plan.

- Staff is recommending all outstanding inconsistencies with the City Code be satisfied as a condition of final site plan approval, with the exception of parking.

Site Plan Analysis

Consistency with the Code of the City of Cocoa

- The site currently has a total of 47 parking spaces. The new site layout will remove 24 spaces but add back 49 for a net increase of 25 spaces. This will result in a new total of 75 parking spaces on the site.

- The inconsistency stems from how the number of parking spaces required for the site is calculated. Specifically the city code provides the following requirements:
  - For a community center – 1 space for every 300 sq.ft. of gross floor area (and 1 bicycle space for every 1,000 sq.ft. of gross floor area)
  - For a swimming pool – 1 space for every 40 sq.ft. of swimming pool surface area
  - For an outdoor basketball court – (none listed)

Site Plan Analysis

Consistency with the Code of the City of Cocoa

- Adding the new building to the existing uses results in the following spaces required:

New community center bldg.	52
Existing community center bldg.	11
Swimming Pool	80
Total parking spaces required:	143

Site Plan Analysis

Consistency with the Code of the City of Cocoa

- Staff believes that the number of parking spaces required of a swimming pool is perhaps not realistic and further that itemizing the uses to arrive at a cumulative total is not a practicable method of calculation in this case.

- Visitors to this site will likely not arrive to use only one facility before departing. It is more likely that a number of people who park and use an amenity such as the gym will then spend time at the pool or who attend an event in the community center may then spend time at the basketball court or playground.

- In addition, because this community center property is located in the midst of a residential neighborhood, there will be many users of the site facilities who arrive on foot or by bicycle.

Site Plan Analysis

Consistency with the Code of the City of Cocoa

- The Institute of Transportation Engineers “Parking Generation” (3rd Edition) provides a parking standard for a “Recreational Community Center”.

- Defined as a stand-alone public facility incorporating classrooms, meeting rooms, gyms, swimming pools, basketball and volleyball courts, exercise classes and a restaurant or snack bar.

Site Plan Analysis

Consistency with the Code of the City of Cocoa

- The parking standard for this use is 3 spaces for every 1,000 sq.ft. of gross floor area.
- This results in a revised total required spaces of 85.
- This parking standard does not take into account the neighborhood location of this site.
- The studies used to arrive at this parking standard were for buildings over twice the size in square footage.
- It is therefore likely that the sites used in the studies were more auto dependent locations resulting in a higher generating standard than is appropriate in this case.

Site Plan Analysis

Consistency with the Code of the City of Cocoa

- It is therefore the recommendation of staff that the City Council approve a Waiver in conjunction with this site plan of the required parking spaces, from the 143 spaces required to the 75 spaces provided by this site plan as being both a more realistic reflection of the number of spaces needed as well as the greatest number of parking spaces possible on-site without eliminating other uses on the site.

Site Plan Analysis

Concurrency Management

This review indicates that there are adequate facilities available for the proposed use.

Consistency with Comprehensive Plan Policies and Objectives

HOUSING ELEMENT:

- Policy 3.3.2.4: The City shall continue to require that sites for affordable housing have access to the following facilities, services and/or activity centers:
    - Public parks, recreation areas, and/or open space systems

Site Plan Analysis

Consistency with Comprehensive Plan Policies and Objectives

RECREATION AND OPEN SPACE ELEMENT:

- Policy 10.1.1.8: The City will ensure that all recreational facilities are well maintained and redeveloped as needed.

- Objective 10.1.2: The City shall provide accessibility to the recreational facilities and natural resources of the City for the enjoyment of all users.

- Policy 10.1.2.2: All new development of recreational facilities in the City shall be required to meet the Florida Accessibility Code.

Recommendation

Previous Action:

The proposed Large-Scale Site Plan was heard at the May 1, 2019 Planning and Zoning Board meeting. The P&Z Board recommended approval with conditions and suggestions for consideration by the Council.

Recommended Motion:

Approval of the Large-Scale Site Plan for the Dr. Joe Lee Smith Community Center as depicted on Exhibit A, with the following conditions recommended by staff and consideration of the parking alternatives that follow as suggested by the Planning & Zoning Board:

1. Planning: Please change the reference from “Small Scale Site Plan” to “Large Scale Site Plan”

Recommendation

2. Public Works – Grounds:
   - Add a note: All landscape plants and trees to receive reclaimed drip irrigation. Turf and sod will not be irrigated.
   - Remove note about well-based irrigation. Provide for connection to reclaimed water. Most likely located along Stone Street.
   - Add a note: Install Irrigation Controller on outside of building.
   - Replace Indian Hawthorne with Parsons' Juniper.
   - Replace Viburnum with Arboricola Trinnetes.
   - Replace Red Mulch with Natural Wood Mulch.
   - Re-size oak trees from 30 gallons to 45 gallons
   - Re-size crape myrtle trees from 15 gallons to 30 gallons. Specify Standard Crape Myrtles, not multi-trunks.

Recommendation

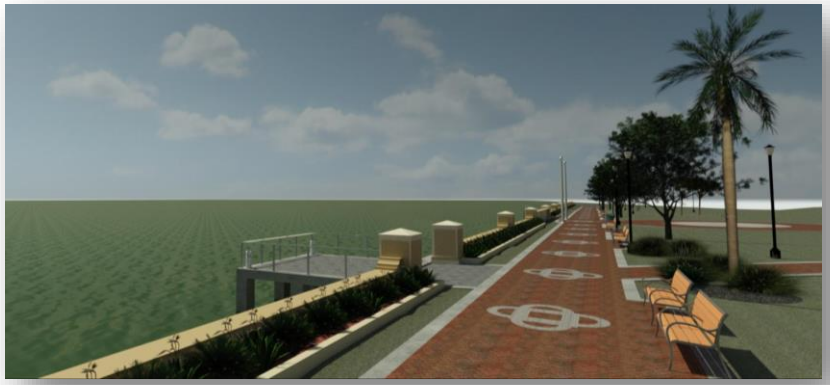
Parking Alternatives:

- Removing facilities, i.e. the outdoor basketball court
- Altering traffic flow on Barbara Jenkins and Stone Streets or potentially Washington Avenue in order to provide on-street parking
- Acquiring the adjacent vacant lots

City of Cocoa

Presentation to City Council

Final Concept Waterfront Promenade







May 22, 2019

EXHIBIT D: Waterfront Promenade
Concept Presentation

Work since last meeting

- At the April 24, 2019 meeting, Council considered the Final Concept for the reconstructed Promenade at Riverfront Park

- Following discussion and public comment, Council requested that we prepare a concept plan for the Promenade with a knee wall in place of the stainless steel cable-railing

- Following that meeting, several members of the public contacted City staff offering further comment and recommendations for consideration. To assist the Council in considering these comments and making decisions about the Promenade concepts, we also:

  - prepared a concept with cast stone balustrades in place of the stainless steel cable-railing

  - prepared a memo addressing the main themes in the additional public comment:
    - ✓ Sign wall
    - ✓ Riprap in front of the sea wall
    - ✓ Arc shaped overlook in place of the two square overlooks
    - ✓ Reflecting design cues from the park
    - ✓ Comments regarding plantings & window views through the park

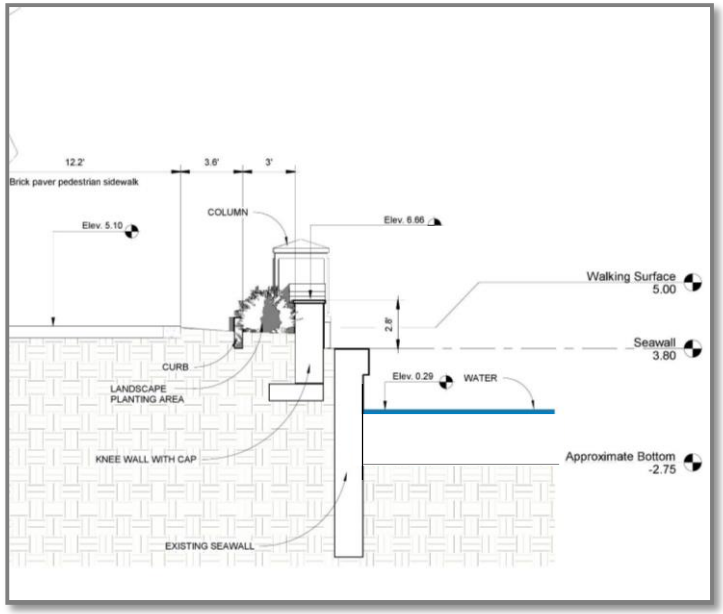
Promenade – Knee Wall Concept & Design Consideration

Knee Wall Concept:

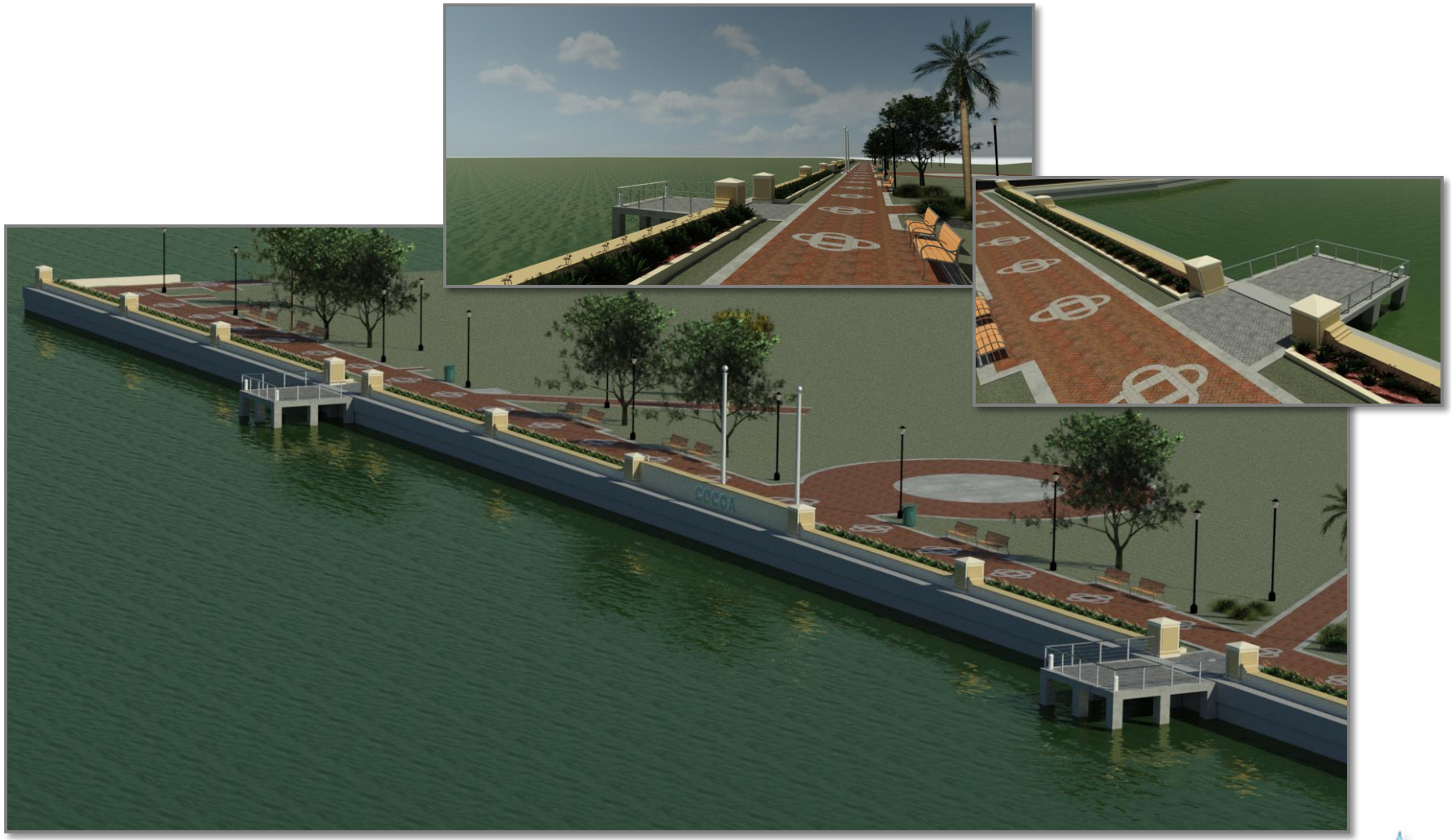
Construction of an 18" high concrete wall along water's edge in place of 42" high stainless steel cable-railing

Key Design Issue:

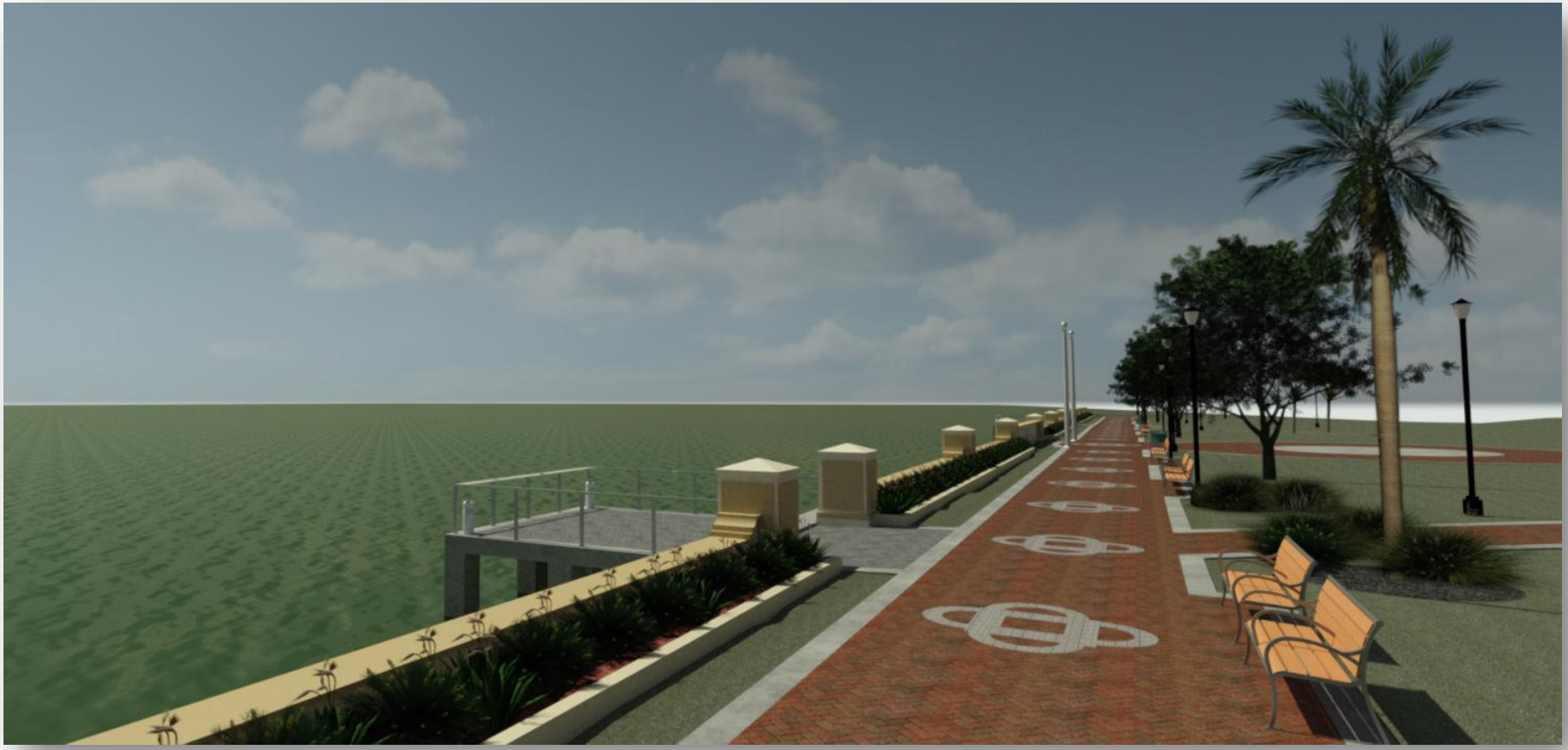
- ✓ The *Florida Building Code* (FBC 2017 6th Ed. Section 1015.2) requires a guard (railing) with a height of 42" along the open-sided walking surfaces when they are within 36" from a vertical drop of more than 30."
- ✓ We reviewed the issue with Val Perez, the City of Cocoa Building Official and he indicated a 42" guard (railing) is required if a walking surface is located within 36" of the edge.
- ✓ To satisfy Building Code requirements, the knee wall concept includes a 36" wide landscape strip to provide separation from walking surfaces



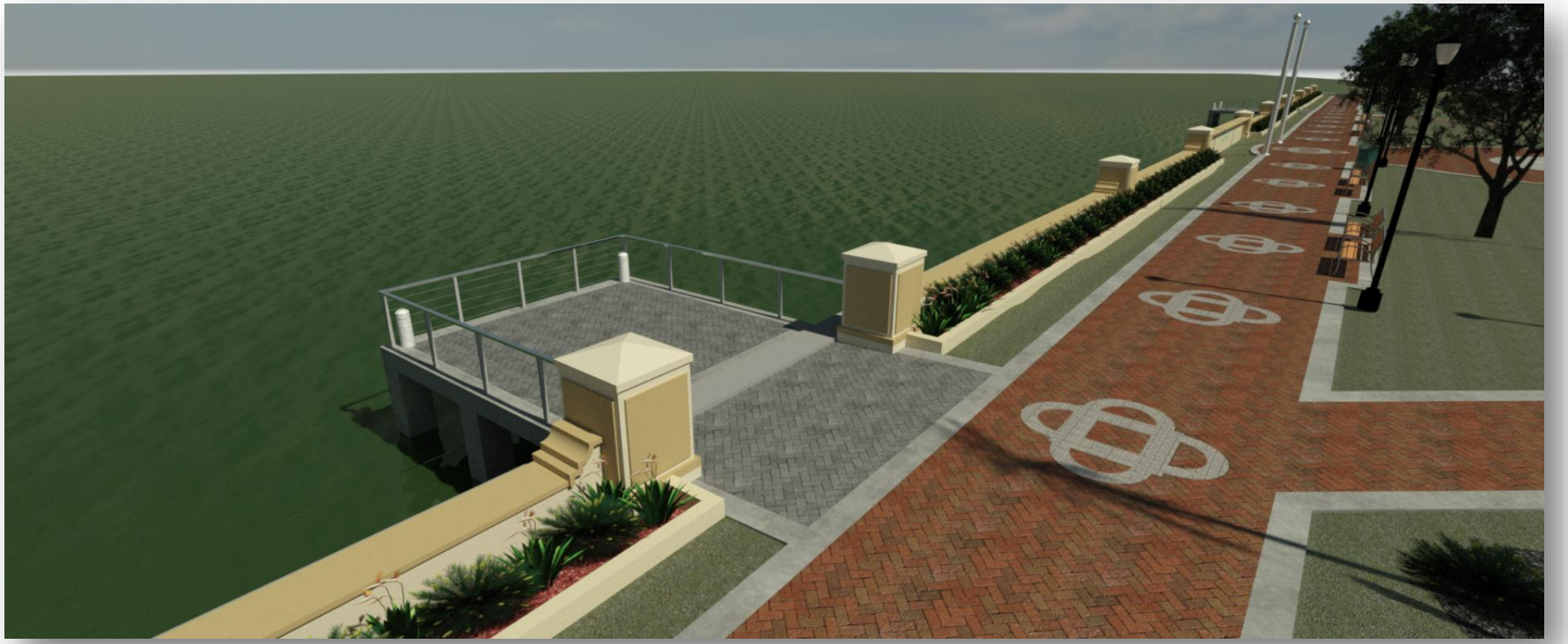
Promenade – Knee Wall



Promenade – Knee Wall



Promenade – Knee Wall



Promenade – Cast Stone Balustrade Concept

Cast Stone Balustrade Concept:

Construction of a 42" cast stone balustrade railing in place of the 42" high stainless steel cable-railing

Key Design Issue:

- ✓ The balustrade concept is similar in overall layout to the stainless steel cable-railing option
- ✓ To meet *Florida Building Code* requirements the balustrades must be shaped and spaced close enough that a 4" sphere cannot pass through
- ✓ A prominent example of a balustrade railing referenced in the comments received is Historic Memorial Park in Jacksonville (photo)



Promenade – Cast Stone Balustrades



Promenade – Cast Stone Balustrades



Promenade – Cast Stone Balustrades



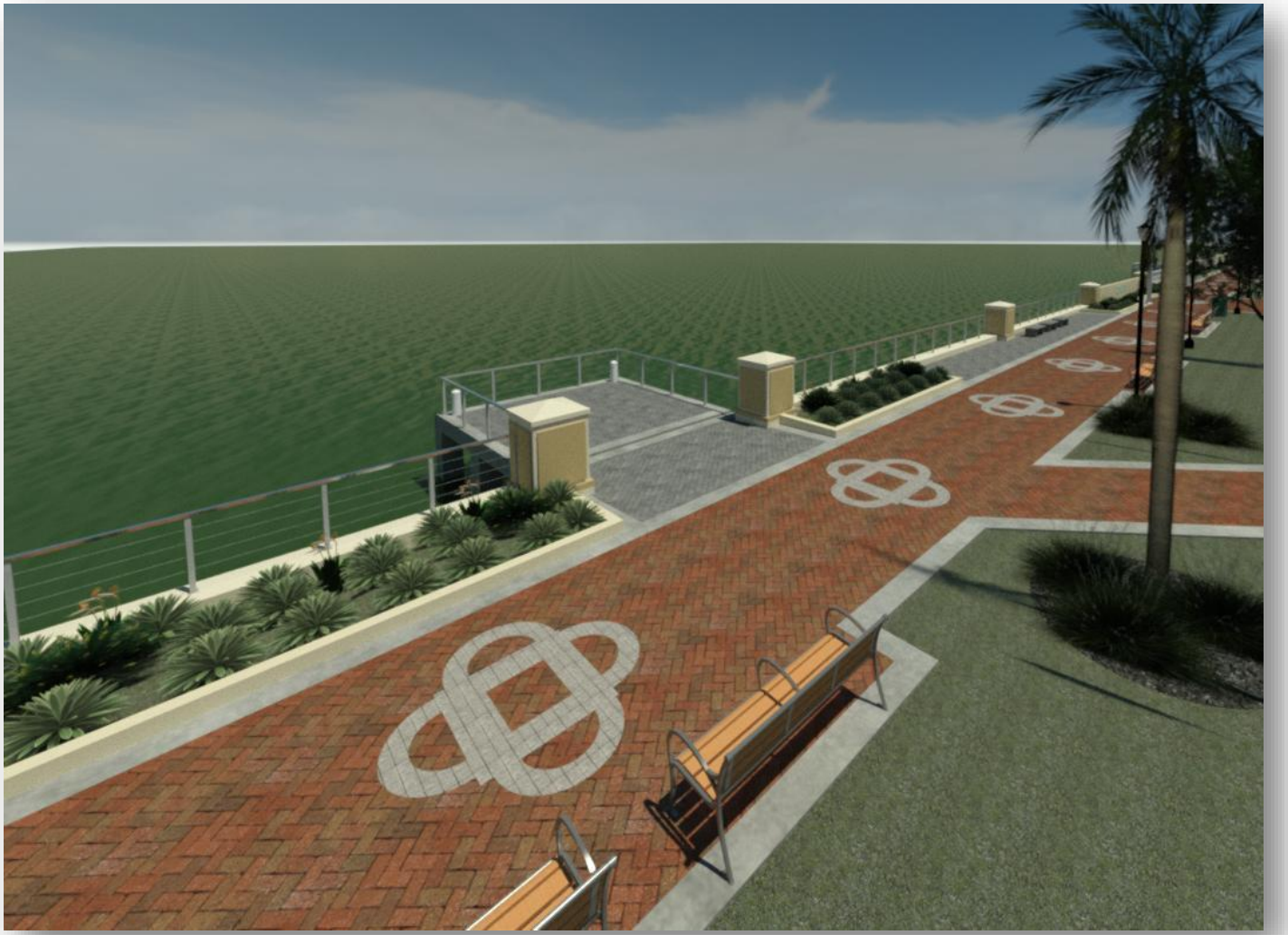
Promenade – Stainless Steel Cable-Railing



Promenade – Stainless Steel Cable-Railing



Promenade – Stainless Steel Cable-Railing



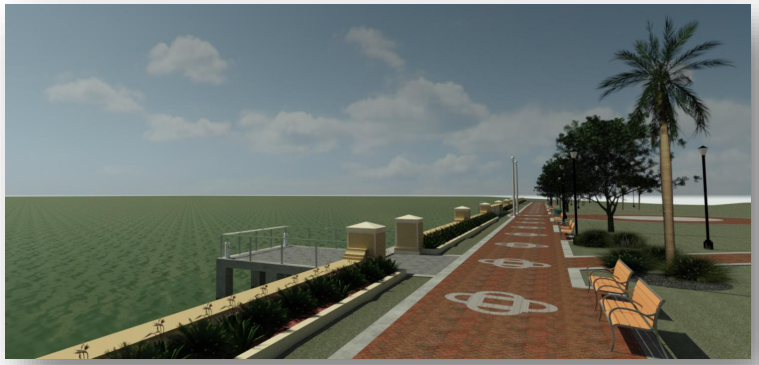
Promenade – Sign Wall



Promenade – Sign Wall



Promenade – Comparison of Options

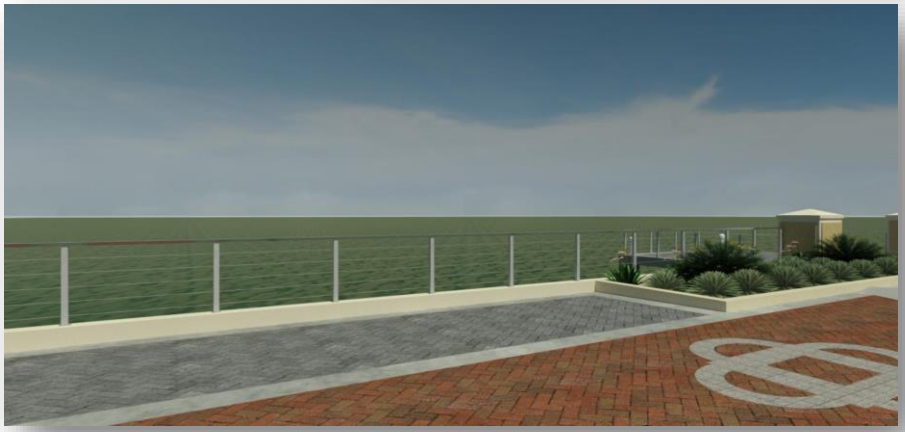






Promenade – Comparison of Options





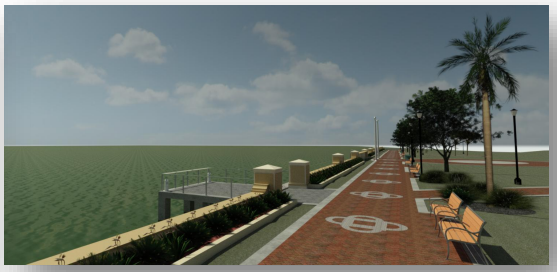


Promenade – Conceptual Construction Cost Estimates

Construction Cost Estimates for Each Concept:

Concept	Estimated Construction Cost	Maintenance Compared to Previous Wood Dock
Stainless Steel Cable-Railing	$ 849,940	More maintenance (beds)
Knee Wall	$ 950,060	Highest maintenance (beds, painting)
Cast Stone Balustrade Railing	$ 889, 780	More maintenance (beds)







Additional Public Comments & Recommendations

- Several members of the public contacted City staff offering further comment and recommendations for consideration.

  - Riprap in front of the sea wall
    - ✓ Can be done at any time.
    - ✓ Requires fill permit (SJRWMD & USACOE)
    - ✓ Other design considerations (distance to water, litter, etc)

  - Arc shaped overlook in place of the two square overlooks
    - ✓ Requires more permitting (footprint changes from existing)
    - ✓ Potential impact to FEMA reimbursement

  - Comments regarding plantings & window views through the park
    - ✓ Concepts seek to determine extent & location of plantings between existing paver area and new wall/railings
    - ✓ Shade trees can be done at anytime and, if desired, recommend be placed on west side of existing paver areas and outside limits of this project

Comments & Questions

Thank you for the opportunity to serve the City of Cocoa!

Window Views



Historic Memorial Park - Jacksonville



Riverfront Park - Cocoa

Historic Memorial Park - Jacksonville



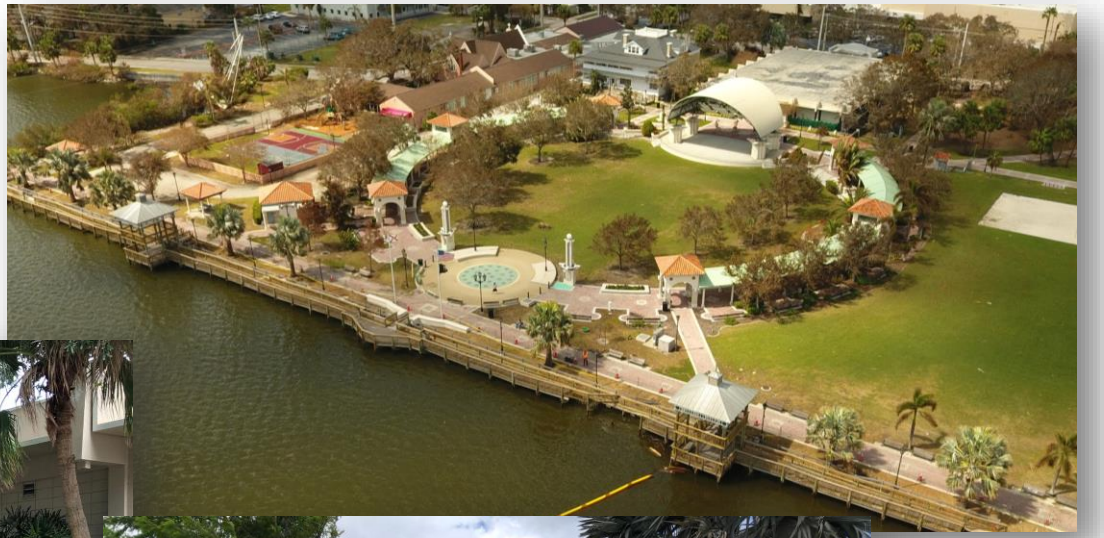


Historic Memorial Park – Jacksonville Hurricane Irma Damage





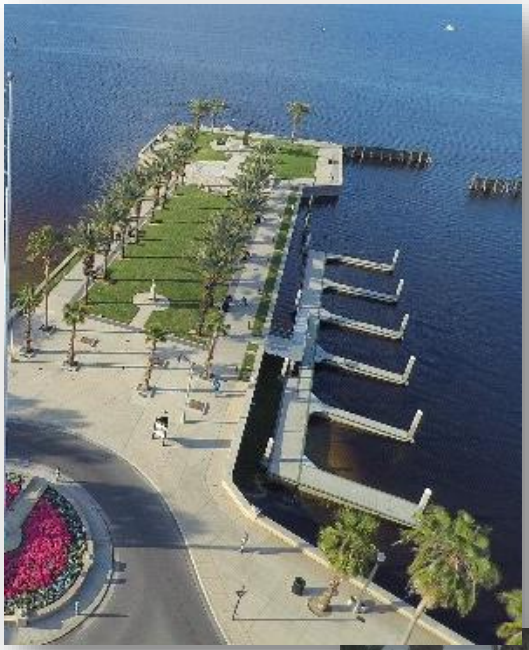
Riverfront Park - Cocoa







Riverwalk - Sanford









COCOA
FLORIDA

Tree Removal Permit
2656 N. Indian River Drive

May 22, 2019

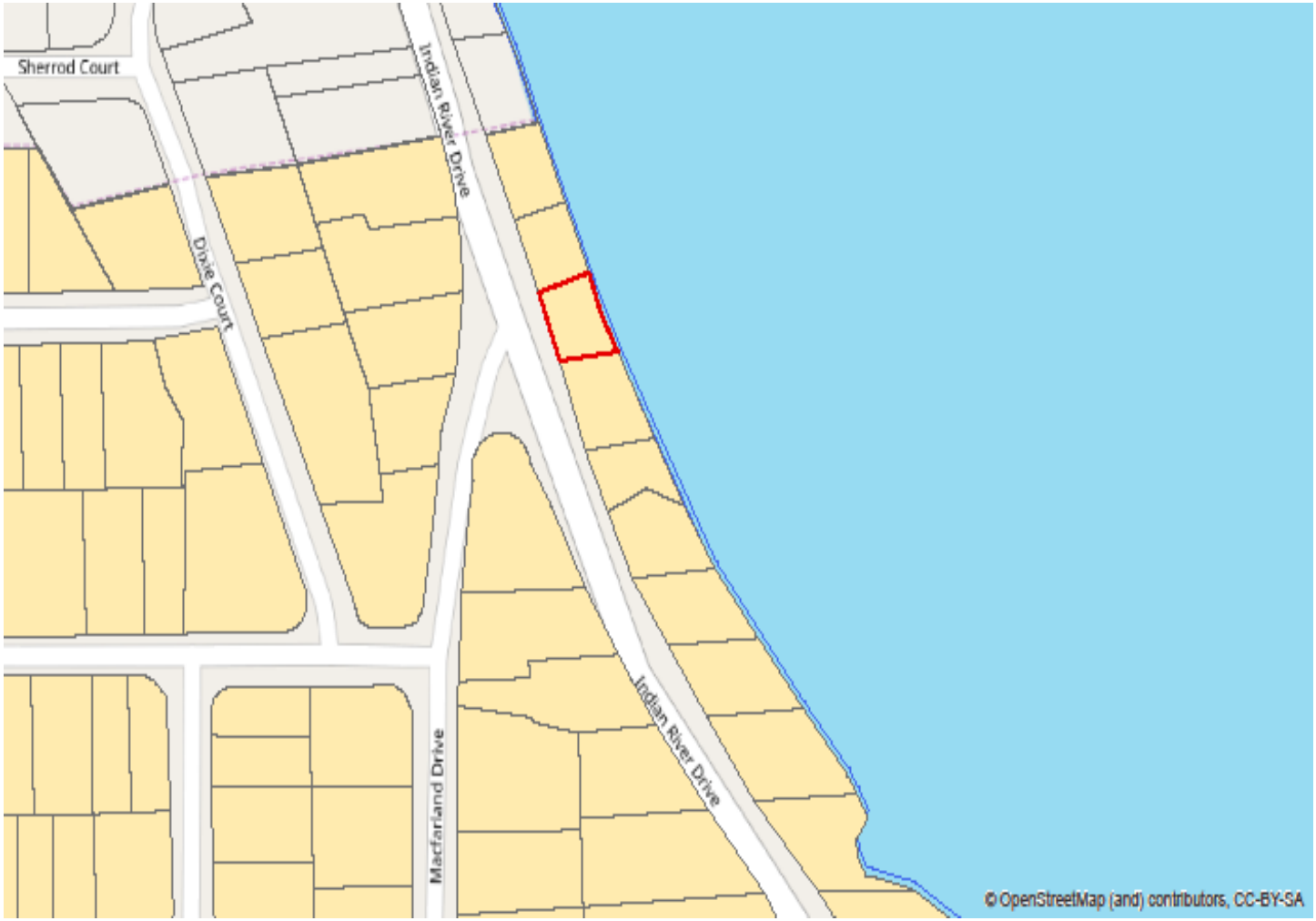
EXHIBIT E: Tree Removal Permit for 2656 N. Indian River Drive

Project Summary

- The applicant is requesting approval to remove an oak tree located in the right-of-way in front of his property at 2656 N. Indian River Drive.

- Mr. Sheive initially contacted the City's Public Works Dept. about the tree in November 2018. He stated that the tree had a dead limb hanging over the road and feared that it would fall and hurt someone. At that time Public Works removed the dead limb overhanging the roadway but did not remove the entire tree.

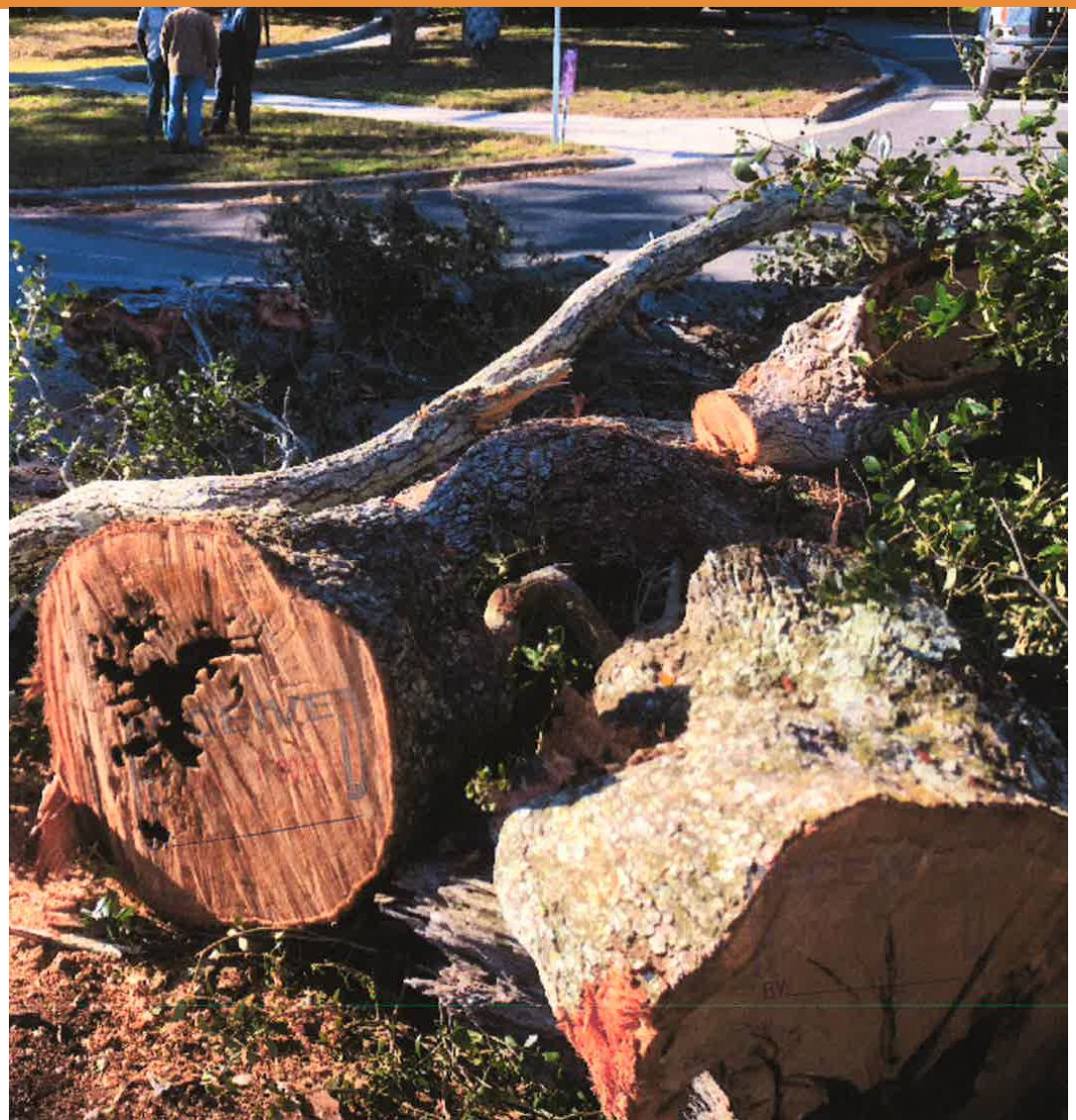
Location


Sherrod Court
Dixie Court
Indian River Drive
Macfarland Drive
Indian River Drive
© OpenStreetMap (and) contributors, CC-BY-SA

Project Summary



Project Summary



Project Summary

- In January 2019 Mr. Sheive submitted an application for the removal of the tree citing further ill health of the tree beyond the limb removed.
- In February he emailed staff that a wind storm had brought down some limbs.
- Public Works staff have stated that the tree appeared healthy but they have no objection to Mr. Sheive removing the tree provided it was at his expense. Mr. Sheive has stated that he is willing to pay for the removal of the tree.

Project Summary



Project Summary



Project Summary



Project Summary



Project Summary

Consistency with Code of the City of Cocoa

A Tree Removal Permit shall be consistent with Appendix A, Article XIII, Section 22, Landscape Requirements

Tree Removal Permit Required

- Because the tree in question is located in the public right-of-way, a tree removal permit is required. *Sec. 22 (E) (1) (c)*

- Because the tree in question is an oak tree and is located in the public right-of-way, the Tree Board shall make a recommendation to the City Council regarding the removal of the tree. *Sec. 22 (H) (1) (c)*

Project Summary

Sec. 22(H)(1)(C):

(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:

(1) The emergency removal of a hazardous or seriously damaged oak tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

Project Summary

Staff Finding: The tree in question does not pose an imminent threat to the public at this time. The diseased limb overhanging the roadway was an imminent threat, however that issue has been resolved with the removal of the limb in November of 2018. Therefore the removal of the rest of the tree will require the approval of the City Council with a recommendation by the Tree Board.

Project Summary

- The criteria for removal of a tree is found in Sec. 22(E)(3):

A letter requesting removal or destruction of any tree meeting the requirements of this ordinance shall be forwarded to the enforcement official of the City of Cocoa. The enforcement official may grant permission for removal or destruction if it meets any or all of the following guidelines:

1. Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare.

2. Is severely diseased or severely injured.

3. The trunk of the tree is located closer than seven and one-half (7 ½) feet to the foundation of an existing or proposed structure, and it is not feasible to relocate the structure.

Project Summary

- Sec. 22(E)(3) (cont.):

4. The trunk of the tree is located closer than ten (10) feet from the foundation of an existing or proposed structure and the tree is considered having an aggressive root system or the natural mature height is greater than 30 feet and it is not feasible to relocate the structure.

5. Trees shall be replaced elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(4)(Tree Replacement)

Project Summary

Staff Finding: A “hazardous tree” means a tree existing on a developed parcel of land or within the right-of-way, that due to its shape, location or growth pattern (which cannot be corrected by pruning), may cause or reasonably be expected to cause damage to persons or property and/or presents a potential threat to the health, safety, and welfare of the general public, as determined by the city arborist or an arborist certified by the International Society of Arboriculture.

The applicant, at this time, has not submitted a determination by the city arborist or a certified ISA arborist demonstrating the tree to be hazardous. However, the applicant has stated that limbs frequently fall from the tree and that several tree trimming companies have informed him that the tree is unhealthy and needs to be removed.

Project Summary

Sec.(E)(4) Tree Replacement

(a) As a condition of granting a tree removal permit, the applicant shall be required to relocate or replace trees being removed with the appropriate number of trees, having the d.b.h. of tree(s) to be removed/replaced with an equal diameter of tree(s).

- The subject tree is roughly 40 inches in diameter, therefore it must be replaced with trees, each having a minimum diameter of 4 inches, and adding up to a total of 40 inches.

(b) Whenever possible and practicable, trees should be replaced with the same species as those removed. Also, to encourage lower maintenance and water conservation, native species shall be used where possible.

Project Summary

Tree Replacement

- In addition, because the tree in question is an oak tree in the public right-of-way, the Tree Board shall make a recommendation to the City Council on the location and species of a replacement tree(s).

The Tree Board has recommended the replacement trees be the same species as the tree removed (oak trees) and have recommended a location as the southeast corner of Manor Drive and Beverly Road.

The following photographs of that location were provided to the Planning & Zoning Board by Mr. Koss (Board member) at the April 9, 2019 meeting.

Project Summary



1716 Manor Dr. Cocoa, FL in 2011

Project Summary



1716 Manor Dr. Cocoa, FL in 2016

Project Summary



Two weeks ago, March 2019

Recommendation

Previous Action:

The proposed Tree Removal Permit request was heard by the City of Cocoa Tree Board at the May 1, 2019 Planning and Zoning Board meeting. The Tree Board recommended approval of the Tree Removal Permit with conditions.

Recommended Motion:

Approval of a Tree Removal Permit for an oak tree in the right-of-way adjacent to 2656 N. Indian River Drive with a replacement tree species and location recommended by the Tree Board as follows:

1. Tree to be replaced and planted at the southeast corner of Manor Drive and Beverly Road.

Stratford Tree Surgery

Simon Stratford
ISA Certified Arborist FL-6783A

3852 S. Hopkins Ave
Titusville, FL 32780
321-360-2628
enquiries@stratfordtreesurgery.com

Tree Report

Per 2656 North Indian River Drive Cocoa

The live oak (*Quercus virginiana*) recently inspected on 2656 North Indian River Drive Cocoa is an aged specimen that is toward 200 years old given similar girthed trees situated in the vicinity. I recently was contracted as the consulting arborist during the installation of the new subterranean water mains along North Indian River Drive that passed through the root systems of similar aged live oaks. This was a carefully managed project to avoid damage to the root systems but can reasonably estimate from that experience that this particular tree's root base will extend not only on the downward slope toward the lagoon but also westward under the road grade and will be sourcing water and nutrient within a 1000 sq. feet area that would include much of the common land on that westward side of the road.

Aged oaks, such as this, require a minimal amount of environmental disturbance in order that they remain in a non-stressed condition. Any construction work carried out within their immediate vicinity should have the appropriate construction barrier erected to protect any accidental damage to either the trunk column, overhanging limbs, or immediate structural root base.

It is my understanding that this tree formally enjoyed normal ground vegetation cover on the lagoon side prior to the commencement of construction works. There is evidence on the downward slope towards the lagoon of roots having been severed, although looking at their size, I would not consider them to be part of the tree's structural root system that I reasonably assume to still be intact. Once construction has been completed of the new dwelling, I am assuming it will be positioned parallel to the properties that exist either side of the site and that it's immediate eastward vicinity will be backfilled and graded. To ensure continued health of the tree, the most environmentally friendly surface that provides both water porosity and structural support for vehicles is a paver surface.



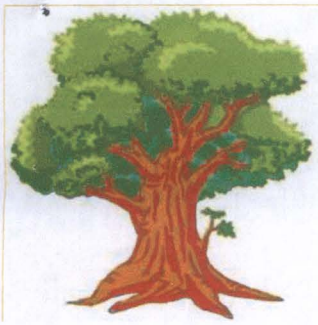
I understand that the recent removal of a major limb extending over the roadway had evidence of ant colonization. This does not necessarily indicate the onset of structural failure throughout a tree's canopy as ants and other biotic organisms are used above ground by the tree to deliver fixed nitrogen into the cellular areas of leaf.

We have carried out an initial chlorophyll fluorescence test within the canopy and it shows an optimum utilization of red light in the commencement of the photosynthetic process that leads to production of glucose and carbohydrate for the tree. I have attached the initial graph showing the results and am more than happy to explain this process further should it be required. Given the results of this test, the tree physiologically is healthy. Our suggestion is a second test after construction has been completed to determine where that physiological health marker sits in relation to this base test.

Given the amount of historical aged oak trees along the North Indian River Drive extending over the carriageway, I do not see any reason why this particular oak would be classified at this stage as a greater risk of limb loss than of the other specimens I have become familiar with. The proximity of these oaks does and has during the previous 200 years been exposed to abnormal wind events during various recorded hurricanes. Their size and structure are such that they have designed themselves to withstand these environmental challenges as best they can which is testament to them still standing.

In this case and given the proximity of the tree to the carriageway, if any decision were taken to remove the tree there will be no appreciable increase in difficulty after construction has been finished. Further tests are available in the form of sonic tomography and ERT to determine the integrity of the trunk column, but from the external signs exhibited by the tree, I do not at this point see this test as relevant but would be more than happy to carry this out should it be required.

Simon Stratford

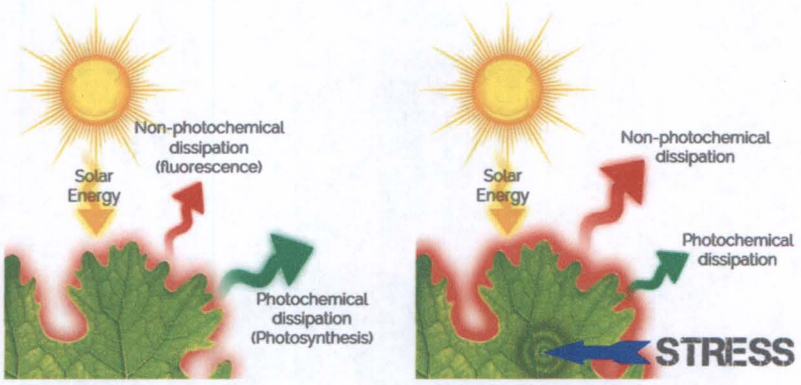


STRATFORD ARBORICULTURAL RESEARCH AND DEVELOPMENT

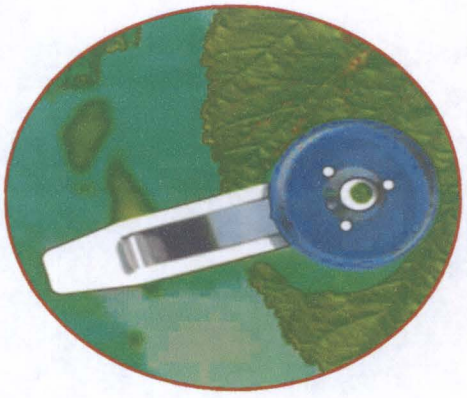
WHY MEASURE CHLOROPHYLL FLUORESCENCE?

Chlorophyll fluorescence has the ability to very quickly and easily determine the photosynthetic capacity of a tree according to its current state of health and assess the tree's health and vitality. Chlorophyll Fluorescence is a technique used to detect physiological damage caused by biotic or abiotic stress factors and ensures early detection of stress that could lead to decline well before visible symptoms manifest.

WHAT IS CHLOROPHYLL FLUORESCENCE?

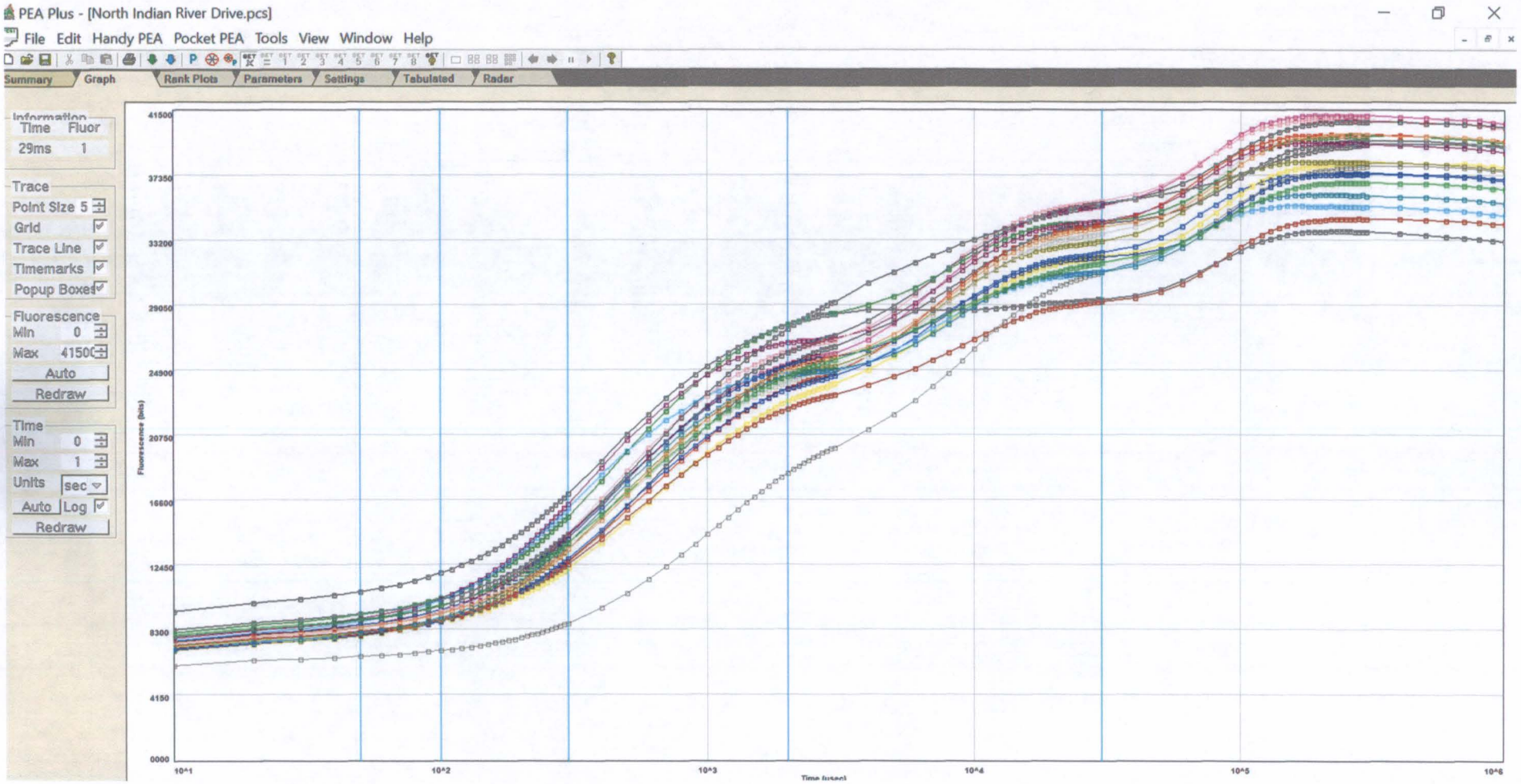






REPORT: 2656 NORTH INDIAN RIVER DRIVE COCOA – Front Live Oak

Graph of 20 Leaf Readings



BAR GRAPH OF 20 LEAF READINGS

PEA Plus - [North Indian River Drive.pcs]

File Edit Handy PEA Pocket PEA Tools View Window Help

Summary | Graph | Rank Plots | Parameters | Settings | Tabulated | Radar

Pocket PEA Data

Information

Rows 20

Selecte 20

Comment

Select Records

All

None

By ID

'Fo'

Calculated F

Use F1

User Values

#	Trace	Record No	ID	Date	Time	Fv/Fm	PI abs
1	✓	1		10/05/19	18:40:01	0.818	3.264
2	✓	2		10/05/19	18:40:12	0.809	2.425
3	✓	3		10/05/19	18:40:22	0.795	1.492
4	✓	4		10/05/19	18:40:32	0.805	3.109
5	✓	5		10/05/19	18:40:42	0.814	2.523
6	✓	6		10/05/19	18:40:52	0.789	1.090
7	✓	7		10/05/19	18:41:02	0.817	2.283
8	✓	8		10/05/19	18:41:12	0.784	2.016
9	✓	9		10/05/19	18:41:23	0.812	2.828
10	✓	10		10/05/19	18:41:33	0.834	9.785
11	✓	11		10/05/19	18:41:43	0.809	2.715
12	✓	12		10/05/19	18:41:53	0.803	1.684
13	✓	13		10/05/19	18:42:03	0.796	1.722
14	✓	14		10/05/19	18:42:14	0.805	1.457
15	✓	15		10/05/19	18:42:23	0.781	1.764
16	✓	16		10/05/19	18:42:33	0.819	2.291
17	✓	17		10/05/19	18:42:43	0.809	2.616
18	✓	18		10/05/19	18:42:53	0.805	2.270
19	✓	19		10/05/19	18:43:03	0.716	0.434
20	✓	20		10/05/19	18:43:13	0.785	1.688

Q: WHAT DO YOUR READINGS MEAN?

STRATFORD ARBORICULTURAL RESEARCH AND DEVELOPMENT

Legislation Details (With Text)

File #:	19-346	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve the Minutes of the District 2 Town Hall Meeting held on June 18, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	District 2 Town Hall Minutes.pdf Exhibit A: District 2 Incidents & Cases Reports Stats.pdf Exhibit B: Hurricane Preparedness Expo Flyer.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the District 2 Town Hall Meeting held on June 18, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 2 Town Hall Meeting held on June 18, 2019, as written or with amendments

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MINUTES

CITY OF COCOA
DISTRICT 2 TOWN HALL MEETING

June 18, 2019

The District 2 Town Hall Meeting was held on Tuesday, June 18, 2019 at the Boys & Girls Club, 814 Dixon Blvd., Cocoa, Florida, as publicly noticed.

l. OPENING MATTERS:

Deputy Mayor Brenda Warner called the meeting to order at 6:06 pm. Chief Cantaloupe led the assembly in the Pledge of Allegiance.

Present:	Jake Williams, Jr.	Mayor
	Brenda Warner	Deputy Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk

Other staff members present:

Jack Walsh, Utilities Director; Jonathan Lamm, Deputy Fire Chief; Nancy Bunt, Community Services Director; Rebecca Bowman, Finance Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Tony Jones, Fleet Manager; Courtney Jackson, Recording Secretary; and Mike Cantaloupe, Police Chief.

II. Meeting Topics

1. District 2 Updates

Chief Cantaloupe shared the June 1, 2018- June 1, 2019 Crime Statistics[1] for District 2. Introduced the Cocoa Police Department's Victim Advocate Program and encouraged anyone who has been a victim of a crime, no matter how severe, to speak to one of their victim advocates. Chief Cantaloupe also discussed several programs Cocoa PD is involved in and explained their significance, including the Community Camera Program, Night-

[1] Exhibit A: Cocoa Police Department District 2 Incidents & Cases Reports Stats

Hawk Program, Drop-A-Dime, and See-Something-Send-Something. He reminded everyone to lock their cars and to close their garage doors at night.

A citizen asked Chief Cantaloupe if he knew the ratio of arrests to residents. In response, Chief Cantaloupe stated that he did not have that specific data on hand.

Deputy Mayor Warner mentioned Cocoa PD's non-profit organization, Cocoa Community First, along with the Cops & Kids Program, their toy-drive fundraiser, Neighborhood Watch programs and summer camps. She announced on October 12, 2019 Cocoa PD will host their K-9 Competition at Cocoa High School Stadium at 1pm which is free to the public.

Deputy Fire Chief Lamm briefly discussed developments on the new Space X facility and expressed his excitement for the outlook on new jobs coming to the area as a result. He announced the City of Cocoa Hurricane Preparedness Expo[2] and details on the event. He also discussed Resiliency Plans and expressed his confidence in the City of Cocoa's preparedness in the event of a hurricane. He reminded everyone of water safety and to make sure to have pool alarms or door alarms set to protect young children from falling into the pool. Lastly, he mentioned to not only have the alarms but teach young children to swim and to be mindful of their surroundings.

A citizen pointed out that individuals with blood pressure issues can go to the Fire Department to do a free blood pressure check. She also asked what the best way is for citizens with medication and allergies to alert first responders of their conditions in the event of an emergency. In response, Deputy Fire Chief Lamm replied that a medical bracelet and/or having a printed and posted word document with a list of their medications and allergies are a big help as they are trained to look for those in emergency events. Having those items helps citizens too because they do not have to remember anything and can just focus on being treated.

Another citizen mentioned that thanks to a generous donation from Invisible Fence of Florida[3], the Fire Department now has oxygen masks for pets.

Deputy Mayor Warner reminded everyone to consider water safety for pets too.

Jack Walsh, Utilities Director, discussed two (2) upcoming water line infrastructure projects. One of the projects is Pineda Crossing which is sixty percent done in design and is projected to be finished in November and will save the city one million dollars. The second is a multi-phase security measure project titled "CC-Rip" and he mentioned

[2] Hurricane Preparedness Expo Flyer

following through with the recommendations from Homeland Security about exploring different ways to push out water.

A citizen asked Mr. Walsh about what caused the sink hole by ABC Liquor. In response, Mr. Walsh explained it was a water main break.

Mayor Williams asked if neighborhoods that end in cul-de-sacs have their water ~~is~~ flushed frequently.

Mr. Walsh noted that they are but it also depends on the design.

Nancy Bunt, Community Services Director, presented new developments including Adamson Creek which is a ninety-four lot subdivision that just received final subdivision approval. This is part of a PUD approved in 2005 for four hundred thirty-one units on one hundred seventy-five acres. She further shared that Summer Breeze will have thirty-three sites off Breezy Point Lane just south of Canaveral Groves. Lakeside Palms East will have one hundred three lots and Cocoa Grand will have three hundred twelve apartment units. She mentioned the Diamond Back Manufacturing Expansion, London Cove Commercial Development, Cottages of Cocoa Village, the Preserves project, the Dr. Joe Lee Smith Community Center, and the Hotel project. She briefly discussed the Settlement Implementation Agreement between Virgin Trains USA Florida, LLC which would be approximately two hundred forty-six acres at the northeast corner of State Road 528 and Interstate 95.

A citizen raised a concern for the construction regarding the traffic by her house. She asked if it is possible to take into account the traffic and widen the roads during construction. In response, City Manager Titkanich pointed out that widening the roads are in the works and added that staff takes traffic impact into consideration with other construction projects as well.

Councilmember Koss asked if any low-income housing or affordable housing is being put in or if they are marketing towards moderate-income and high-income housing. In response, Ms. Bunt explained that it will be moderate to high-income housing. There will be no low-income housing, however City Manager Titkanich added that the development on SR 520 is adding a provision for work force housing that is affordable.

A citizen asked where the train will go once put in place. In response, City Manager Titkanich replied there will be sixteen trains and Cocoa is one of the top 3 sites being considered. The trains will assist those traveling from Port Canaveral to Disney and Orlando and back. He stated that the trains are catering to cruise guests who are wanting to visit Disney.

Mayor Williams noted that there are some Section 8 homes with deplorable conditions and asked who is accountable for the deteriorating conditions. In response, City Manager Titkanich explained that Housing Authority is in charge of doing an annual check on the conditions of the homes. Furthermore, Code Enforcement is working on doing more in between the annual check by assigning more Code Enforcement officers to the area who can be well-informed of the housing situations. He agreed that there is more that needs to be done.

Tony Jones, Fleet Manager, discussed upcoming projects such as the storm water project, the Dr. Joe Lee Smith Center and the new Civic Center, as well as the progress on the paving project in Downtown Cocoa.

A citizen asked if they would consider filling in the sidewalk gaps in certain neighborhoods. In response, City Manager Titkanich discussed possible projects to implement filling in the side walk gaps.

Mayor Williams pointed out that there are some neighborhoods where residents voted to not have sidewalks installed for privacy.

Mr. Jones announced the upcoming Fiscal Sustainability & Budget Workshop on June 27th at Cocoa City Hall at 6pm that is open to the public.

City Manager Titkanich announced that June 1st is the start of the fertilizer ban.

Mayor Williams asked Chief Cantaloupe why there are not any Cocoa officers on police bikes. In response, Chief Cantaloupe explained that the department is switching over to segways but he would like to bring back the bikes and expand the VCOP program.

A citizen thanked Chief Cantaloupe for everything the department has done to keep crime down and asked what he can do about controlling the fireworks that are set off during the Fourth of July. In response, Chief Cantaloupe stated that Cocoa PD does their best to handle the situation and they will be putting information up on their website to bring awareness about being courteous to your neighbors.

Troy Stephan, 105 Brevard Ave., asked about a parking garage being developed in Cocoa Village. In response, City Manager Titkanich explained the process in which to have a parking garage in a historic village such as Downtown Cocoa.

Ms. Bunt announced there will be a special Planning & Zoning meeting on Tuesday, June 25, 2019 at 6pm inside Council Chambers at Cocoa City Hall.

Mr. Stephan inquired if Cocoa Village could model their parking garage after Cocoa Beach's parking garage. In response, City Manager Titkanich stated that if a parking garage

was developed in Cocoa Village it would not resemble that of Cocoa Beach's parking garage because of geographical and city policy differences.

A citizen asked what is being done about implementing affordable housing. In response, City Manager Titkanich mentioned the city has obtained some land and shared plans for implementing affordable housing.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:53 pm.**

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by Courtney Jackson, Recording Secretary)

Cocoa Police Department
District 2 Incidents & Cases Reports Stats

-Methodology-

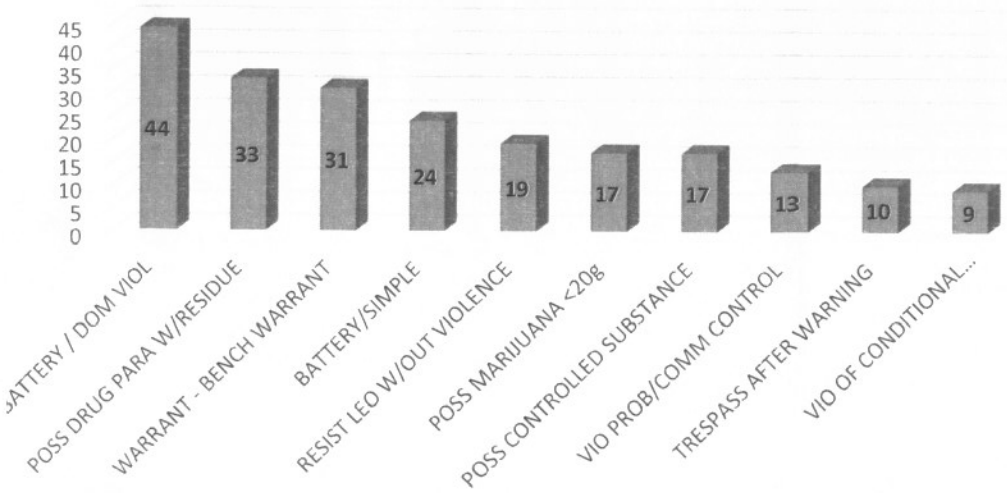
Data Source: Aegis MSP Law Enforcement Records

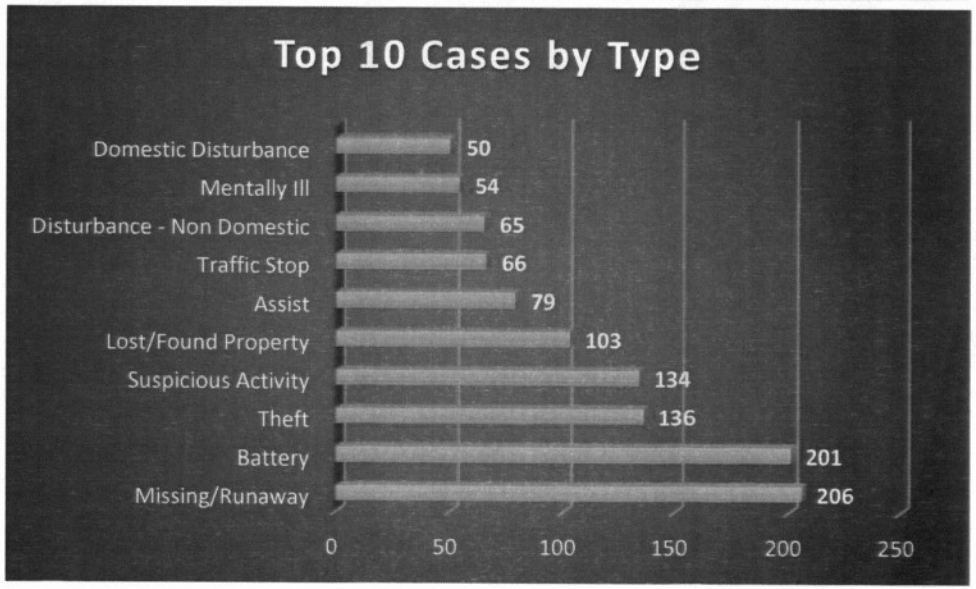
Date Range: June 1, 2018 – June 1, 2019

Data Analyzed: Incidents, Cases and Arrests

Analyst Notes The table and graphs below illustrate totals of Incidents, Arrests and Cases generated from District 2 from June 1, 2018 through June 1, 2019.

Year (June 1, 2018 – June 1, 2019)	Incidents (Patrol Checks NOT included)	Cases	Arrests/ Capias Request
2018-2019	8,668	1,616	326





Source: Aegis MSP (Law Enforcement Records), Monthly UCR Reporting Form
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Activity Findings

- 8,668 incidents (CFS)
- 1,616 (19%) of all incidents became Cases
- 326 (20%) of all cases are closed with an Arrest/ Capias Request
- 43% of all cases closed with an Arrests/ Capias Request were generated from Battery and Traffic Stop related incidents

CITY OF COCOA HURRICANE PREPAREDNESS EXPO

JUNE 27
4:00-6:00 PM
COCOA CITY HALL

BUILD YOUR HURRICANE KIT

- **Collect resources from City of Cocoa Departments**
- **Learn about Cocoa's water system and how it functions**
- **Discover resources Community Services provides after a storm**
- **Get safety tips from Cocoa Fire & Police Departments**
- **Receive information from Brevard County Emergency Management**



Hurricane kits provided for the first 100 families in attendance.

Stay Connected with the City of Cocoa

www.CocoaFL.org/hurricane

Legislation Details (With Text)

File #:	19-212	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/3/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Presentation of the City of Cocoa's 2019 "Cocoa Works" Summer Youth Employment Program. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2019
Agenda Date: July 24, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Presentation of the City of Cocoa's 2019 "Cocoa Works" Summer Youth Employment Program.

BACKGROUND:

City Staff will be presenting on the City of Cocoa's 4th Annual 2019 Cocoa Works Summer Youth Program. The City has partnered with CareerSource Brevard again to provide a paid summer internship to high school students from Cocoa High and Rockledge High. This is a needs-based program eligible only for high school students who reside within the City of Cocoa city limits. Each student that completed the program in its entirety will be presented a certificate of completion.

STRATEGIC PLAN CONNECTION:

Providing Cocoa youth a meaningful employment opportunity during the summer that also provides a program to develop their employability skills is in an investment in the future and addresses systemic issues of poverty and unemployment. Recruiting from local Cocoa residents will assist in the strategic item of community development to help young disadvantaged citizens receive an opportunity to gain experience in a public servant position. Although these positions are temporary summer positions, it may provide a career path for regular full-time positions upon the student's graduation from High School.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Presentation of the City of Cocoa's 2019 "Cocoa Works" Summer Youth Employment Program.

Legislation Details (With Text)

File #:	19-352	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/16/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Recognition of Police Department Employees. (19-352). (Chief Cantaloupe)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	19-356	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/19/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Presentation of Certificates of Completion to Councilmember Goins and Councilmember Koss for the Institute for Elected Municipal Officials Training, June 7-9, 2019. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	IEMO Certificate and Letter-Goins.pdf IEMO Certificate and Letter-Koss.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2019
Agenda Date: July 24, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Presentation of Certificates of Completion to Councilmember Goins and Councilmember Koss for the Institute for Elected Municipal Officials Training, June 7-9, 2019.

BACKGROUND:

Councilmember Goins and Councilmember Koss both attended their first Institute for Elected Municipal Officials training in Palm Beach Gardens, June 7-9, 2019. On Friday, July 19, 2019, a certificate of completion and letter from the Florida League of Cities was received by the City Clerk, requesting that these be presented at an upcoming City Council meeting.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Presentation of Certificates of Completion to Councilmember Goins and Councilmember Koss for the Institute for Elected Municipal Officials Training, June 7-9, 2019

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FLORIDA LEAGUE OF CITIES, INC.
135 East Colonial Drive • P.O. Box 538135 • Orlando, FL 32853-8135 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

July 15, 2019

Councilman James Goins
City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

Honorable Councilman Goins,

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of eighteen hours of instruction at the Institute for Elected Municipal Officials in Palm Beach Gardens, Florida on June 7-9, 2019.

It is our sincere hope that you found the program challenging and worthwhile. Now that you have taken the basic IEMO, we encourage you to attend the Advanced Institute offered, annually. We also encourage you take advantage of other training opportunities through FLC University and the Institute of Government. You can find dates and locations at www.floridaleagueofcities.com/university and www.iog.fsu.edu.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us. We hope to see you at future FLC and IOG events, very soon!

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, FLC University
Florida League of Cities

Enclosure

RECEIVED
JUL 19 2019
OFFICE OF THE CITY CLERK

President **Leo E. Longworth,** Commissioner, Bartow
First Vice President **Isaac Salver,** Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz,** Commissioner, Orlando
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

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July 15, 2019

Clerk, City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

Dear Clerk:

Enclosed is a Certificate of Completion to be awarded to the Honorable Councilman Goins for completion of the 2019 Institute for Elected Municipal Officials (IEMO), held June 7-9, 2019, in Palm Beach Gardens, FL.

We ask that the certificate be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please do not hesitate to call me at (407) 367-4024.

Sincerely,

Shwanda T. Barnette
FLC University
Florida League of Cities

Enclosure

RECEIVED
JUL 19 2019
OFFICE OF THE CITY CLERK

President **Leo E. Longworth,** Commissioner, Bartow
First Vice President **Isaac Salver,** Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz,** Commissioner, Orlando
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

Institute
for Elected
Municipal
Officials

Certificate of Completion

June 7 - 9, 2019 • Palm Beach Gardens, Florida

Awarded to

Councilman James Goins

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government

135 East Colonial Drive • P.O. Box 538135 • Orlando, FL 32853-8135 • (407) 425-9142 • Fax (407) 425-9378 • www.floridaleagueofcities.com

July 15, 2019

Councilwoman Lorraine Koss
City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

Honorable Councilwoman Koss,

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It is our sincere hope that you found the program challenging and worthwhile. Now that you have taken the basic IEMO, we encourage you to attend the Advanced Institute offered, annually. We also encourage you take advantage of other training opportunities through FLC University and the Institute of Government. You can find dates and locations at www.floridaleagueofcities.com/university and www.iog.fsu.edu.

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Director, FLC University
Florida League of Cities

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July 15, 2019

Clerk, City of Cocoa
65 Stone St
Cocoa, FL 32922-7982

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We ask that the certificate be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community.

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Sincerely,

Shwanda T. Barnette
FLC University
Florida League of Cities

Enclosure

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JUL 19 2019
OFFICE OF THE CITY CLERK

President **Leo E. Longworth,** Commissioner, Bartow
First Vice President **Isaac Salver,** Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz,** Commissioner, Orlando
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

Institute
for Elected
Municipal
Officials

Certificate of Completion

June 7 - 9, 2019 • Palm Beach Gardens, Florida

Awarded to

Councilwoman Lorraine Koss

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government

Legislation Details (With Text)

File #:	19-351	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/15/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Informational Annual Investment Report for FY2018. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2019
Agenda Date: July 24, 2019
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Informational Annual Investment Report for FY2018

BACKGROUND:

In accordance with Florida Statutes Sec. 218.415, investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body. The City adopted its Investment Policy on July 27, 2010. **Section XV. Reporting/Article B. Annual Investment Report** of the City's investment Policy states that:

> On an annual basis, the City's Investment Manager shall submit to the City's Finance Director, City Council and Investment Committee (as applicable) a written report on the long-term core investment funds.

The City's Investment Manager, Public Trust Advisors, will provide the City Council with a brief presentation to report the City's investment status as of the fiscal year-ended September 30, 2018.

STRATEGIC PLAN CONNECTION:

Goal 2: Promote greater transparency in budgeting and financial matters.

BUDGETARY IMPACT:

Budgeted N/A
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:

The last investment presentation to City Council was on February 14, 2017.

RECOMMENDED MOTION:
N/A

Legislation Details (With Text)

File #:	19-316	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/26/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Amend the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne to Add Funds to Cover Additional Design Work Requested by the City of Cocoa for the Extension of the New Water Main along Pineda Causeway. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Accounting Summary_Design Contingency_Pineda Project Final Addendum to Interlocal Agreement Pineda Causeway Pipe Project 7-18-19.pdf Exhibit A Revised.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2019
Agenda Date: July 24, 2019
Prepared By: Maria I. Arenas, EI, Utilities Associate Engineer
Through: John A. Walsh, PE, Utilities Director
Requested Action:
To Add Funds to Cover Additional Design Work Requested by the City of Cocoa for the Extension of the New Water Main along Pineda Causeway under the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne

BACKGROUND:

On May 8, 2018, City Council approved the Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs associated with a resiliency project to add a subaqueous pipe crossing along the Pineda Causeway. The City of Melbourne had begun a feasibility study to look at adding a potable transmission main crossing at the Pineda Causeway when the City of Cocoa's staff was given authorization by City Council to sole source an expanded engineering feasibility study to determine the impact, costs, and potential cost savings of a second transmission pipe. That study yielded favorable results with an estimated savings of $1.4 million by sharing expenses between the two municipalities.

Staff worked closely with the City Attorney to create the JPA to share costs and protect our common and individual interests. The JPA discusses common costs to be shared equally and individual costs such as specific interconnects, valves, and connections to the respective systems to be paid separately for the design and construction phases.

As part of the JPA, Reiss Engineering is currently in the design phase of construction plans to install two parallel water transmission mains along Pineda Causeway (one for each city) that will serve as redundant connections to the beachside service areas. Costs have been shared by both municipalities for geotechnical, environmental, and surveying services for the distance that both pipes will be installed in parallel.

After reviewing hydraulic models of the water system, the City of Cocoa determined it was best to extend its water main reach approximately one (1) extra mile from its original design to complete the loop of the system. This extension, which starts at US1 and ends at Wickham Road includes crossing the Florida East Coast Railroad, and requires extra geotechnical and surveying services, resulting in an increase of costs that are the sole responsibility of the City of Cocoa.

The original design cost totaled $927,731 for each city, out of which $63,500 was allocated by each city as contingency/allowance. The City of Cocoa's total required contingency/ allowance amount now is $102,288 because of the water main extension to Wickham Road, which exceeds the original budget by $38,788.

Staff requests City Council approval to authorize additional funds in the amount of $38,788 for additional design services requested by the City of Cocoa.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$38,788
Account Number	426-4055-536.63-00, WS18MI
Account Name	Infrastructure
Source of Funds:	Series 2018B Bond

PREVIOUS ACTION:

On May 8, 2018, City Council approved the Joint Purchasing Agreement (JPA) between the City of Cocoa and the City of Melbourne to share costs to add a Subaqueous Pipe Crossing along the Pineda Causeway and the Proposal from Reiss Engineering, Inc. for Design, Survey, and Bidding Services.

RECOMMENDED MOTION:

To Add Funds to Cover Additional Design Work Requested by the City of Cocoa for the Extension of the New Water Main along Pineda Causeway under the Joint Purchasing Agreement between the City of Cocoa and the City of Melbourne.

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Pineda Causeway Water Transmission Mains Design
Accounting Summary

Table 2. Contingency/Allowance Accounting Summary (Updated 6/20/19)

Approved Contingency/ Allowance Breakdown	Total Contract Cost	Melbourne Dollars Spent	Cocoa Dollars Spent	Total Dollars Amount Remaining
Geotechnical Services Contingency	**$77,000**	**$15,016**	**$61,957**	**$27**
Supplemental Geotechnical Engineering Exploration (Cone Penetration Test) - Terracon		$15,016	$15,016	
Additional Borings for Cocoa Connection Piping - Terracon			$7,991	
Water River Crossing Study, Pineda Cswy and Wickham Rd - ECHO			$30,755	
Pineda Causeway WTM Additional Environmental Services - Atlantic Environmental			$8,195	
Amendment 1 - Allowance	**$50,000**	**$17,025**	**$40,331**	**($7,356)**
FEC Railroad Permit Survey - ECHO			$18,406	
Additional Seagrass Survey - Atlantic Environmental		$2,100	$2,100	
FEC Railway Agreement Fee - ECHO			$2,500	
FEC Flagmen Fee - ECHO			$2,400	
Additional Legal Descriptions and Sketches - Morgan		$14,925	$14,925	
Total	**$127,000**	**$32,041**	**$102,288**	**($7,329)**

Note: ( ) indicates overage

REISS ENGINEERING
PLANNING - DESIGN - CONSTRUCTION

Prepared by and Return to:

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

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCOA AND CITY OF MELBOURNE

(Pineda Causeway Pipeline Project)

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT ("Addendum") is entered into this _____ day of _____, 2019, by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as "Cocoa") and the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 E. Strawbridge Avenue, Melbourne, Florida 32901 (hereafter referred to as "Melbourne").

W I T N E S S E T H:

WHEREAS, Melbourne and Cocoa are parties to that certain Interlocal Agreement ("Agreement"), dated May 22, 2018, and recorded in the Official Records of Brevard County at Book 8183, Page 2592, on June 7, 2018, related to the design and construction of the Pineda Causeway Pipeline Project; and

WHEREAS, the Agreement contained a description of the location of Cocoa's water line, which was intended to commence from Cocoa's mainland point of connection located near the intersection of Pineda Causeway and Highway U.S. 1 and run south along Highway U.S. 1 to and across Pineda Causeway, then north to Cocoa's point of connection located near the intersection of Pineda Causeway and Highway U.S. A1A; and

WHEREAS, a location map depicting the location of the water transmission line and connection points was attached to the Agreement as Exhibit A; and

WHEREAS, after further design work has been conducted on the proposed Project, Cocoa desires to change the location of its Water Line as described further herein and incorporate a new Exhibit depicting such location; and

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

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

Section 2. Modification of Location of Cocoa Water Line. Section 3.2 of the Agreement is hereby modified as follows:

One (1) sixteen inch (16") diameter water transmission line shall be designed, permitted and constructed by Melbourne for Cocoa's ownership, pursuant to the engineering plans. The water transmission line will commence from Cocoa's mainland point of connection located near the intersection of Pineda Causeway and Highway U.S. 1. A portion shall generally run south along Highway U.S. 1 to and across Pineda Causeway, then to Cocoa's end point on Pineda Causeway west of S. Patrick Drive, and a portion shall run from U.S. 1 and Pineda, west along Pineda terminating at Wickham Road. A location map depicting the location of the water transmission line and connection points is attached hereto and incorporated herein by reference as Exhibit A, Revised.

Section 3. Effective Date; Recordation. Upon full execution by both parties hereto, this Addendum shall be recorded by Cocoa in the Official Records of Brevard

County, Florida and return a recorded copy of this Addendum to the Melbourne City Clerk at the address listed in Section 8 of the Agreement.

Section 4. Miscellaneous. All terms and conditions of the Agreement, which are not expressly and specifically modified by this Addendum shall continue to remain in full force and effect.

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

ATTEST:

_____
Carie Shealy, MMC, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Jake Williams, Jr., Mayor

As authorized for execution by the City of Cocoa City Council at its _____ _____, 2019 regular meeting.

ATTEST:

_____
Cathleen A. Wysor, City Clerk

CITY OF MELBOURNE, FLORIDA

By: _____
Kathy Meehan, Mayor

As authorized for execution by the Melbourne City Council at its _____ _____, 2019 regular meeting.

EXHIBIT "A" REVISED

Map – Proposed Location of Cocoa's Water Line



LEGEND

Water Transmission Main

- North WTM (Cocoa)
- South WTM (Melbourne)

Directional Drill

- Entry Point
- Exit Point

CITY OF MELBOURNE AND CITY OF COCOA
PINEDA CAUSEWAY WATER TRANSMISSION MAINS

MELBOURNE & COCOA PIPE INSTALLATION PLAN

FIGURE 1

G:\0gis\5460 - Pineda Causeway Water Transmission Main Design_MXDs\Pre-Qual Figures\Pre-Qualification Figure.mxd

Legislation Details (With Text)

File #:	19-322	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/28/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) New Replacement Split System HVAC Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution - Sole Source -Trane, U.S..pdf Quote # 2705124 Budget Resolution FY 2019 (7.24.pdf BAF 19-109 -UT-Dyal MCC AC units (7-24-19)~ Agenda 19-322.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 1, 2019
Agenda Date: July 24, 2019
Prepared By: David Fisher, Superintendent
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 Four (4) New Replacement Split System HVAC Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget

BACKGROUND:

The Dyal Water Treatment Plant needs to replace four (4) Split System HVAC units that condition our Motor Control Centers (MCC). This will be a direct replacement of equipment that has outlived its useful life. The current units were installed in 1998.

The Split System HVAC units cool the Motor Control Centers that house the sensitive electrical control systems and electrical switch gear. The purchase of the valuable pieces of equipment will reduce energy costs, will reduce operating costs due to the equipment being fully warrantied, and will be more efficient equipment.

The Dyal Water Treatment Plant has standardized its HVAC systems at the plant to

Trane for consistency in maintenance, repair parts and repairs and inter-operability with the existing equipment. Therefore, it is in the best interest of the City of Cocoa to waive the competitive bidding process and purchase these Trane HVAC systems.

At this time staff is requesting City Council approval to purchase four (4) new replacement Trane Split System HVAC units by waiving the competitive bidding process, and to authorize a budgeted expenditure for this equipment not to exceed $43,861.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Adjustment Form #109

Amount Requested	$43,861
Account Number	421-4020-536.64-00
Account Name	Repairs/Maintenance-Buildings
Source of Funds:	421-4020-536.46-02

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) New Replacement Split System HVAC Units from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Resolution Amending the FY2019 Budget.

RESOLUTION NO. 2019-064

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 July 24, 2019.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2019-064

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing (4) four new replacement Split System HVAC units, from Trane, U.S. Inc., Maitland, Florida.

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

Trane Service Turnkey Proposal



Turnkey Proposal For:
Tim Dyar
Chief of Maintenance

Claude H. Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

Job Name:
SS Replacements – Buildings 5, 6 & Filter Gallery

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Jason Aki
Account Manager – Team Leader
Cell: (321) 228-8865
Office: (407) 660-1111

Proposal ID:
2705124

Date:
June 27, 2019

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to assist the Dyal Water Treatment Plant reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources and improve the comfort in your Maintenance Shop.

We appreciate the effort from your personnel to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits the Dyal Water Plant should expect from this project are highlighted below.

- Replace failed equipment for Motor Control Centers
- Newer, more efficient equipment
- Equipment includes 5-Year Parts & Labor Warranties, 10-Year Compressor Warranties
- Increased reliability

Trane appreciates the opportunity to earn your business. Your investment in the proposed project will provide you with the capability to significantly improve environmental conditions in the facility.

We look forward to partnering for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Prepared For:
Tim Dyar
Chief of Maintenance
Dyal Water Treatment Plant

Date:
June 27, 2019

Job Name:
SS Replacements – Buildings 5, 6 & Filter Gallery

Proposal Number:
2705124

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
CMC1249843

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Dyal Water Treatment personnel and the site survey performed in June 2019.

Turnkey Installation of HVAC Equipment

- Provide install the following equipment:
  - Building 5 – Two (2) 1.5T Split Systems
  - Building 6 – One (1) 1.5T Split System
  - Filter Gallery – One (1) 2T Split System
- 410A Refrigerant, 208 volt, single phase, new thermostat
- New equipment includes 5-year Parts & Labor Warranties and 10-year Compressor Warranties

Mechanical Installation

Buildings 5 & 6

- Disconnect existing electrical service, ductwork, refrigerant lines and condensate drain lines.
- Remove and dispose of existing split systems.
- Set new AHUs on 2'x2' metal coffin boxes with new return air registers to match existing layout.
- Set new CUs on existing concrete and secure per code.
- Provide and install new copper refrigerant line sets thru existing PVC chases underground.
- Insulate new suction lines.
- Connect new line sets to AHU and CU.
- Provide and install new low voltage wiring for new thermostat.
- Provide and install new duct board supply plenum and registers to match existing layout.
- Provide and install new p-trap and connect to existing drain lines.
- Provide and install new auxiliary float switch for each unit.
- Pressurize new systems with nitrogen to ensure leak free installation and perform vacuum hold test.
- Charge systems with new 410A refrigerant.
- Perform startup and checkout to ensure proper system operation.
- Provide permit.
- Provide one (1) year material and labor warranty on installation of equipment.

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Filter Gallery

- Disconnect existing electrical service, ductwork, refrigerant lines and condensate drain line.
- Remove and dispose of existing split system.
- Hang new AHU in same location as existing and connect to existing supply and return duct work.
- Set new CU on existing concrete and secure per code.
- Core drilling exterior wall above sidewalk for access of new refrigerant line sets.
- Provide and install new copper refrigerant line sets. New line sets will run above existing sidewalk and through wall.
- Insulate new suction line.
- Connect new line sets to AHU and CU.
- Provide and install new auxiliary pan beneath new AHU.
- Provide and install new low voltage wiring for new thermostat.
- Provide and install new p-trap and connect to existing drain line.
- Provide and install new auxiliary float switches for the unit and drain pan.
- Pressurize new system with nitrogen to ensure leak free installation and perform vacuum hold test.
- Charge system with new 410A refrigerant.
- Perform startup and checkout to ensure proper system operation.
- Provide permit.
- Provide one (1) year material and labor warranty on installation of equipment.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
- Proposal does not include "Premium Time" or Price Contingency therefore.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer, if required.
- Engineered drawings not included.
- Fire alarm work of any kind is not included.
- Structural modifications to building.

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Pricing and Acceptance

Attention:
Tim Dyar
Chief of Maintenance
Dyal Water Plant

Job Name:
SS Replacements – Buildings 5, 6 & Filter Gallery

Investment

Building 5 ..... ***$21,086***

Building 6 ..... ***$10,210***

Filter Gallery ***$12,565***

Financial items not included

- Bonding
- Liquidated and consequential damages
- Guarantee of any energy, operational, or other savings

Respectfully submitted,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

Submitted By: **Jason Aki** _____	Cell: (321) 228-8865 Office: (407) 660-1111 Proposal Date: June 27, 2019
CUSTOMER ACCEPTANCE **Dyal Water Plant – City of Cocoa**	**TRANE ACCEPTANCE** **Trane U.S. Inc.**
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: CMC1249843

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation). Proposal is valid for 30 days from June 27, 2019.

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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION
"Company" shall mean Trane U.S. Inc.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or

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fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

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If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)

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RESOLUTION NO. 2019-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of July, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-109

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 06/27/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 43,861)	421-4020-536.46-02		REPAIR / MAINT BUILDING	$ 370,500	$ 369,158	$ 325,297	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 43,861)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 43,861	421-4020-536.64-00		MACHINERY & EQUIP	$ 471,900	$ 0	$ 43,861	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 43,861	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Dyal Water Treatment Plant needs to replace four air conditioning units that cool several of our Motor Control Centers (MCC). The units have outlived their useful life and will be replaced with new Trane AC units. City staff recommends the transfer of funds from our Repair and Maintenance of Buildings account 46-02 to Machinery & Equipment account 64-00. Agenda Item # 19-322

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/24/19 *RESOLUTION #:* 2019-065

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.

6/27/19	David Fisher Digitally signed by David Fisher Date: 2019.06.28 11:35:53 -04'00'	7/8/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.07.08 16:00:05 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/1/19	Katherine Ennis Digitally signed by Katherine Ennis Date: 2019.07.01 13:27:20 -04'00'	7/10/19	Lora Howell Digitally signed by Lora Howell Date: 2019.07.10 17:11:40 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/19/18 - IT

Legislation Details (With Text)

File #:	19-205	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/29/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve the second reading of Ordinance No.11-2019: Amending City Code Chapter 22, Section 22-18 Schedule of Rates and fees for waste water rates and changes and Section 22-26 Water rates and charges. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-2019 Ordinance re Chapter 22 Utility Rates and Charges v.2.pdf 11-2019 Ordinance re Chapter 22 Utility Rates and Charges v.2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2019
Agenda Date: July 24, 2019
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:

Approve the second reading of Ordinance No. x amending City Code Chapter 22, Section 22-18 Schedule of Rates and fees for waste water rates and changes and Section 22-26 Water rates and charges.

BACKGROUND:

Approved on first reading x-x.

Upon review of the two sections, 22-18 and 22-26, of the code pertaining to water and wastewater sewer rates respectively, Staff is proposing elimination of the utility rates and any administrative policy from the Code to avoid redundancy in the Code and Utility Handbook.

Chapter 22, Section 22-18 summary of changes:

- Remove reference of Schedule A from several sections.
- Update the impact fee pledged revenue.
- Redirect administrative policy details in regards to Deposits as they are outlined in in the Utility Handbook.
- Remove Schedule A as it is outlined in the Utility Handbook as an appendix.

Chapter 22, Section 22-26 summary of changes:

- Update the timing of when the Fire Protection Service charge must be paid.
- Update how water service impact fees are established.
- Redirect miscellaneous water service charge policy details to the Utility Handbook.
- Redirect administrative policy details in regards to Deposits as they are outlined in in the Utility Handbook.
- Update area-specific connection charges to include agreements approved by the city council.
- Update area-specific connection charges to include the agreement with Viera Company.
- Redirect administrative policy details in regards to Deposits as they are outlined in in the Utility Handbook.
- Remove Schedule A as it is outlined in the Utility Handbook as an appendix.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

RECOMMENDED MOTION:

Approve the second reading of Ordinance No. x amending City Code Chapter 22, Section 22-18 Schedule of Rates and fees for waste water rates and changes and Section 22-26 Water rates and charges.

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ORDINANCE NO. 11-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF COCOA TO REMOVE CERTAIN EXISTING WASTEWATER AND WATER UTILITY RATES, FEES, AND CHARGES FROM THE CITY CODE, WHICH ARE OTHERWISE ADOPTED BY RESOLUTION AND TO MAKE FURTHER HOUSEKEEPING AMENDMENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council has established, in Sections 22-18 and 22-26 of the City Code, enabling legislation to allow adoption of wastewater and water rates, fees, and charges by resolution of the City Council; and

WHEREAS, the City Council has historically directed that wastewater and water rates and impact fees be published in the City Code; and

WHEREAS, the City Council desires to remove the publication of such rates and fees from the City Code to reduce administrative burdens of such publication and to ensure accuracy of published rates and fees, which will continue to be available by resolution and in other sources as directed by resolution; and

WHEREAS, the City Council also desires to make necessary housekeeping amendments to Sections 22-18 and 22-26 and to streamline such sections so that the City Council may continue to adopt other miscellaneous fees and charges by resolution or in the City's Utility Handbook, which is also amended from time to time by resolution; and

WHEREAS, nothing in this Ordinance is intended to repeal current utility rates, fees, and charges, but is merely intended to affect the location of their publication; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Chapter 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 22. It is intended that the text in Chapter 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 22 – WATER AND SEWER

*** * ***

ARTICLE II. – RATES AND FEES

*** * ***

DIVISION 1. – WASTE WATER

*** * ***

Sec. 22-18. – Schedule of rates and fees for waste water.

The rates and fees charged to customers of Cocoa's waste water treatment facility shall be calculated upon the following schedule:

(a) *Service and consumption.* Any user of the services of the wastewater department of the city shall pay a charge or rate as established from time to time by the city council by resolution for service and consumption charges. ~~See Schedule A following this section.~~

(b) *Off-site improvements.*

1. The developer shall pay the city the replacement costs for off-site improvements utilized by the connection. The utilities engineer shall determine said costs and shall consider the following:

   a. Percentage of force main capacity utilized.

   b. Percentage of lift station capacity utilized.

   c. Cost of additional pumps, piping or electrical improvements required to accommodate the additional flows.

2. All sums collected for off-site improvements shall be segregated from all other funds held by the city and placed in a special fund. This fund shall be the system development fund. Sums collected shall not be transferred or used for any purpose other than to expand or upgrade the wastewater collection, treatment, and/or

transmission system to meet increased demands for service. Improvements within the system which are designed to benefit existing customers shall not be paid for with funds from the system development fund.

(c) *Connection charges.* A connection charge shall be charged in an amount equal to any actual cost or expenses incurred by the city in regard to a particular sewer connection and not otherwise recovered.

(d) *Impact fees.*

1. All new sewer connections and existing sewer connections which require an increased water meter size shall require payment of an impact fee as established from time to time by the city council by resolution.

2. All sums collected for impact fees shall be segregated from all other funds held by the city and placed in either the pledged sewer impact fee account or the unpledged sewer impact fee account as prescribed in any applicable city bond covenant ~~the Resolution No. 93-28 relating to the water and sewer system refunding and system improvement revenue bonds Series 1993A and 1993B~~. Sums collected shall not be transferred or used for any purpose other than to pay for the sewer impact fee debt service component of long-term debt or the expansion or upgrade of the wastewater treatment/disposal system to meet increased demands for service. Improvements within the system which are designed primarily to benefit existing customers shall not be paid for with funds from the pledged sewer impact fee account or the unpledged sewer impact fee account. ~~See Schedule A following this section.~~

(e) *Schedule for payment of impact fees, connection charges and off-site improvement charges.* All wastewater charges and fees shall be paid at or before the time of application for water service.

(f) *Deposits.* A deposit is required for all water and sewer customers of the city ~~except~~ as specified in the City's Utility Handbook, adopted by resolution of the City Council. ~~below~~. ~~Interest on deposits is credited to customer accounts quarterly. Upon termination of the account, any deposit held by the city will be applied against the final bill. Any remaining balance will be forwarded to the customer of record.~~

~~(1) *Single-family residential customers:* A new single-family residential customer must pay a deposit unless he/she:~~

~~A. Has been a customer of any water utility in the United States within one hundred twenty (120) days of application to the city; and~~

~~B. Can provide a letter of reference from the utility showing that he/she has met the following criteria:~~

~~1. Has been a customer for a minimum of twelve (12) consecutive billings; and~~

~~2. During the last twelve (12) billings, had none of the following:~~

~~- Involuntary processing for non-payment or~~

- Two (2) or more dishonored checks.

A current single-family residential customer transferring service to a new location on the city's system will not be required to pay a deposit if he/she meets the following criteria:

A. Has been a customer of the city for a minimum of twelve (12) consecutive billings; and

B. During the last twelve (12) billings, had none of the following:

- Involuntary processing for non-payment or

- Two (2) or more dishonored checks.

A current single-family residential customer who does not have a deposit on his/her account will be billed a deposit if within any consecutive twelve-month period:

A. The service is processed for non-payment or

B. Two (2) or more checks are dishonored.

A deposit on a single-family residential account will be applied to the active account when the following criteria are met:

A. The customer has been a customer for and has paid a minimum of twelve (12) consecutive billings; and

B. During the last twelve (12) billings, had none of the following:

- Involuntary processing for non-payment or

- Two (2) or more dishonored checks.

(2) *Commercial and multifamily dwelling accounts:*

A. A deposit is required for all commercial and multifamily dwelling accounts metered by a master meter, without exception. Deposit requirements are reviewed when an existing customer terminates service or if service has been terminated by the city for non-payment to determine if the deposit requirement is adequate. The new customer will be required to place a deposit equal to two and one-half (2½) times the average monthly billing based on the previous six (6) months billings. The city may periodically review commercial deposits. If the deposit exceeds two and one-half (2½) times the average monthly billing based on the previous six (6) months billings, the amount in excess of two and one-half (2½) times the average monthly billing may be applied to the bill. If the deposit is less than two and one-half (2½) times the average monthly billing based on the previous six (6) months billings, the city has the option of billing the difference.

B. The deposit requirement for a multifamily dwelling account with individual meters is the same as the deposit requirement for a single-family residential account.

C. A deposit received for a commercial account will be returned only upon termination of the account.

(3) *Government entities.* All government entities are exempt from the deposit requirement.

(g) *Force main infrastructure charge.* Any new user of the city's wastewater services shall pay a force main infrastructure charge as established by resolution of the city council, as may be amended from time to time. Such charge shall be payable at or before the time of application for water service.

(h) *Collection of delinquent account fees.* The city shall be entitled to recover all costs including, but not limited to, reasonable attorney's fees and/or collection service charges incurred in collecting delinquent wastewater fees and charges. Any fee or charge due under this section which shall not be paid when due may be recovered by referring the account to a third party collection agency and/or by bringing an action at law. In addition to any other remedies or penalties provided by this section, failure of any user of the city's wastewater system to pay said charges promptly when due shall subject such user to discontinuance of city water service, and the city manager of the city, or the city manager's designee, is hereby empowered and directed to enforce this provision as to any and all delinquent users.

SCHEDULE A [2]

(a) The following rates shall apply for use of the wastewater system.

	Current Charge		New Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge - Wastewater				
.75 inch meter	$14.41	$18.02	$15.13	$18.92
1.0 inch meter	$26.96	$33.70	$28.31	$35.39
1.5 inch meter	$54.08	$67.60	$56.78	$70.98
2.0 inch meter	$135.11	$168.88	$141.87	$177.32

3.0 inch meter	$540.72	$675.90	$567.76	$709.70
4.0 inch meter	$811.09	$1,013.85	$851.64	$1,064.54
6.0 inch meter	$1,459.96	$1,824.95	$1,532.96	$1,916.20
8.0 inch meter	$2,336.05	$2,920.06	$2,452.85	$3,066.06
10.0 inch meter	$3,358.09	$4,197.61	$3,525.99	$4,407.49
Monthly Wastewater Usage Rate per 1,000 gallons				
	$6.83	$8.55	$7.17	$8.98

(b) *Impact fees.* The city council hereby adopts by resolution the following impact fees:

All new wastewater connections and existing wastewater connections that require an increased water meter size shall require payment of an impact fee of one thousand two hundred fifty dollars ($1,250.00) per ERC. For the purpose of this schedule A, an equivalent residential connection (ERC) is wastewater flow of two hundred fifty (250) gallons per day. For all commercial customers (other than single-family residential customers) flows may be calculated by:

(1) Utilizing the actual number of apartments, condominiums, duplexes, mobile homes or other living units;

(2) Utilizing the flows designated in the current Brevard County Septic Tank Ordinance for fixtures to be serviced;

(3) Utilizing flows for similar facilities as documented to the satisfaction of the utilities engineer; or

(4) Providing a written certified estimate provided by an engineer registered in accordance with Florida Statutes.

The city reserves the right to review commercial water consumption after twelve (12) months of use and to adjust the impact fee if the average water consumption has been greater than estimated flows furnished the city to determine the impact fee in the first instance. The property owner shall have thirty (30) days to pay any additional impact fee charged as a result of a low initial estimate of flows. Additional charges shall be based on the existing impact fee at the time of review.

~~(c) *Force main infrastructure charge.* Any new user of the city's wastewater services shall pay a force main infrastructure charge of one thousand four hundred fifty dollars ($1,450.00) per ERC.~~

*** * ***

Sec. 22-26. – Water rates and charges.

(a) *Policy.* Prior to obtaining utility service, the customer must pay all required connection charges, impact fees, and deposits. No free connections or service not in accordance with the established rate schedule will be furnished. In the event water or related services are requested in a form that is not addressed by City Code or the Utility~~ies~~ Handbook, the city manager or designee will establish charges that are in accordance with the city's bond covenants. All users of the utility services provided by the city will pay rates, fees, and charges as established from time to time by the city council by resolution.

(b) *Fire protection service charge.* The city charges an annual fire protection service charge for all fire lines in the city's water system. This charge covers testing and maintenance of the fire line and backflow prevention assembly. Prior to ~~installation of a new fire line~~ the preconstruction meeting for the utility extension, the first year's charge must be paid in advance. After the initial payment, the charge is billed monthly on the water bill.

(c) *Impact fees.* Water service customers who require new connections or increased meter size must pay a non-refundable, non-transferable impact fee based on the number of Equivalent Residential Connections (ERC's). Water service impact fees shall be established from time to time by the city council by resolution. For water, an ERC is defined as an average daily flow of two hundred sixty-five (265) gallons per day.

ERC's are determined in accordance with the following schedule:

Unit Description	ERC/Unit
Single Family Residence	1.00 ERC
Apartment or Condo: 1 Bath	0.80 ERC
Apartment or Condo: 2 or more Bath	1.00 ERC
Hotel/Motel	0.60 ERC

Commercial, Industrial, Institutional and Residential not Previously Described: Estimated flows (gallons per day) divided by two hundred sixty-five (265) gallons per day equals the number of ERC's.

The engineering manager or designee may utilize the following methods to formulate an estimate:

1. Flow submitted on Brevard County's Concurrency Evaluation form or FDEP construction permit application as calculated and certified by a registered engineer or architect.
2. Flow calculated from data contained in Florida Administrative Code 64E-6.008, Table I "For System Design".
3. Metered flow data documented by the most recent twelve-month flow history of four similar establishments.

(d) *Miscellaneous water service charges.* Additional charges related to water service are established from time to time by the city council in the City's Utility Handbook, adopted by resolution and may include, without limitation ~~and include~~ the following:

- meter calibration
- temporary construction meter installation
- temporary jumper meter installation
- meter installation
- standard meter relocation
- service line installation
- spray truck meter installation
- meter change-out
- backflow prevention assembly installation
- new fire hydrant
- hydrant residual flow test
- backflow prevention assembly testing & maintenance
- water used during construction
- plan review and construction inspection
- fire line painting (finish coat)

- meter station painting (finish coat)
- Port Canaveral access
- Cross-Connection Control Program administration

(e) *Administrative charges.* Additional charges related to customer service are established from time to time by the city council in the City's Utility Handbook, adopted by resolution. ~~and include the following:~~

~~• *Non-payment processing charge.* Charge for processing turn-offs for non-payment. This charge covers the administrative and field service costs to collect the delinquent amount.~~

~~• *Meter removal charge.* If a meter is removed for non-payment or tampering, a meter removal charge will be billed at the time of removal and must be paid prior to obtaining further service.~~

~~• *Check service charge.* For returned checks/bank drafts/ E-checks, this charge covers the cost of processing the returned item.~~

~~• *Administrative service charge.* A non-refundable charge will be made for establishing service to new or transferred accounts.~~

~~• *Tampered meter charge.* When a meter has been turned off for non-payment and the lock or cap has been removed, broken, or tampered with and the water has been turned back on by the customer, the customer will be charged on the next bill. Legal action may also be taken at the discretion of the utilities director.~~

~~• *Unmetered (illegal) usage charge.* City staff will estimate the volume of water illegally used. That usage (minimum of one hundred thousand (100,000) gallons) plus incidental costs to end the illegal usage and investigate the incident will be billed to a customer found to have an unmetered connection to the city's water system. Legal action may also be taken at the discretion of the utilities director.~~

~~• *Late payment charge.* All bills not paid by the due date will incur a late payment charge.~~

~~• *Customer-requested re-read charge.* A charge on the bill for a customer-requested re-read of the meter. If the meter was read incorrectly, this charge will be waived.~~

~~• *Recording cost recovery charge.* This charge is billed to the property owner to recover the actual amount paid by the city to Brevard County to record legal documents such as a lien or release of lien. The amount billed may be adjusted administratively to match Brevard County's fee schedule.~~

~~• *Trip charge.* This cost recovery charge is billed after each trip to perform a field service requested by the customer other than (a) to initiate or relocate service (covered by other~~

~~charges), (b) for a customer-requested re-read, and (c) to turn off/turn on for leak repair (courtesy of the city).~~

~~• *Meter lock charge*. This cost recovery charge is billed to the customer to recover the costs to install a padlock, instead of a pin lock, when requested by the customer or when required to deter meter tampering.~~

~~• *Telephone (credit card) processing charge*. This cost recovery charge is billed to the customer to recover the administrative in-house costs for a customer service representative to process a credit card payment received over the telephone. It does not recover the fee charged by the credit card company.~~

(f) *Connection charges.* The following charges are determined by cost estimate developed by the engineering manager or designee and may apply to connections for service: permit fees to other agencies, over-sizing of service lines, asphalt or concrete restoration, and density testing for FDOT open cuts.

(g) *Area-specific connection charges* All developers in areas subject to a connection charge who apply for water meters must pay to the city a lump sum equivalent to the number of completed or approved or accepted lots within the proposed subdivision multiplied by the connection charge per ERC. Payment must be made prior to installation by the city of the first water meter within the subdivision or phase accepted by the city <u>or as otherwise required by a connection charge agreement approved by the city council</u>. In the following cases, an area-specific connection charge must be paid at the time the meter application is made:

• Lots within a platted subdivision recorded prior to the effective date of the connection charge.

• Out parcels.

• Subdivisions within the limits of the Suntree P.U.D. as defined in an Agreement dated June 27, 1974, between the City of Cocoa and Suntree Development Corporation.

<u>• Lots with the South Mainland Water Service Area pursuant to Agreements between the City of Cocoa and the Viera Company, dated August 26, 1988 and as amended.</u>

All area-specific connection charges are available for review at the office of the utilities director.

(h) *Deposits.* A deposit is required for all water and sewer customers of the city ~~except~~ as specified <u>in the City's Utility Handbook, adopted by resolution of the City Council.</u> ~~below. Interest on deposits is credited to customer accounts quarterly. Upon termination of the account, any deposit held by the city will be applied against the final bill. Any remaining balance will be forwarded to the customer of record.~~

~~(1) *Single-family residential customers:* A new single-family residential customer must pay a deposit unless he/she:~~

A. Has been a customer of any water utility in the United States within one hundred twenty (120) days of application to the city; and

B. Can provide a letter of reference from the utility showing that he/she has met the following criteria:

1. Has been a customer for a minimum of twelve (12) consecutive billings; and

2. During the last twelve (12) billings, had none of the following:

- Involuntary processing for non-payment or

- Two (2) or more dishonored checks.

A current single-family residential customer transferring service to a new location on the city's system will not be required to pay a deposit if he/she meets the following criteria:

A. Has been a customer of the city for a minimum of twelve (12) consecutive billings; and

B. During the last twelve (12) billings, had none of the following:

- Involuntary processing for non-payment or

- Two (2) or more dishonored checks.

A current single-family residential customer who does not have a deposit on his/her account will be billed a deposit if within any consecutive twelve-month period:

A. The service is processed for non-payment or

B. Two (2) or more checks are dishonored.

A deposit on a single-family residential account will be applied to the active account when the following criteria are met:

A. The customer has been a customer for and has paid a minimum of twelve (12) consecutive billings; and

B. During the last twelve (12) billings, had none of the following:

- Involuntary processing for non-payment or

- Two (2) or more dishonored checks.

(2) *Commercial and multifamily dwelling accounts:*

A. A deposit is required for all commercial and multifamily dwelling accounts metered by a master meter, without exception. Deposit requirements are reviewed when an existing customer terminates service or if service has been terminated by the city for non-payment to determine if the deposit requirement is adequate. The new customer

will be required to place a deposit equal to two and one-half (2½) times the average monthly billing based on the previous six (6) months billings. The city may periodically review commercial deposits. If the deposit exceeds two and one-half (2½) times the average monthly billing based on the previous six (6) months billings, the amount in excess of two and one-half (2½) times the average monthly billing may be applied to the bill. If the deposit is less than two and one-half (2½) times the average monthly billing based on the previous six (6) months billings, the city has the option of billing the difference.

B. The deposit requirement for a multifamily dwelling account with individual meters is the same as the deposit requirement for a single-family residential account.

C. A deposit received for a commercial account will be returned only upon termination of the account.

(3) *Government entities.* All government entities are exempt from the deposit requirement.

(i) *Customer accounts.* Customers are billed on a cyclical basis twelve times per year at approximately monthly intervals. The fixed monthly charge (base rate) is prorated. Bills are due twenty (20) days after the billing date. Failure to receive a bill will not avoid the necessity of payment. Should the bill not be paid in time to be credited to the account prior to the following month's billing, the subsequent bill will indicate the amount due for the current month and the unpaid charges from the previous month (noted as "previous balance"). Delinquent notices are courtesy reminders that are sent to all customers with outstanding balances not paid within 45 days of the date of the original bill. Delinquent notices carry a past due date that is seven (7) days from the billing date of the delinquent bill. If the past due amount on a delinquent statement is not paid by the past due date, service will be processed for non-payment. Once service has been processed for non-payment, the full amount outstanding (current charges plus previous charges) must be paid before service will be restored. A non-payment processing charge will be charged to the customer on the next bill to cover the administrative and field service costs to collect the delinquent amount.

SCHEDULE A [3]

(a) *Fixed monthly charges, usage rates.* The following rates shall apply for use of the water system.

	Current Charge		New Charge	
	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Fixed Monthly Charge – Water				
.75 inch meter	$14.91	$16.40	$15.66	$17.23

1.0 inch meter	$36.11	$39.72	$37.92	$41.71
1.5 inch meter	$65.50	$72.05	$68.78	$75.66
2.0 inch meter	$163.84	$180.22	$172.03	$189.23
3.0 inch meter	$393.30	$432.63	$412.97	$454.27
4.0 inch meter	$589.95	$648.95	$619.45	$681.40
6.0 inch meter	$1,114.40	$1,225.84	$1,170.12	$1,287.13
8.0 inch meter	$1,548.74	$1,703.61	$1,626.18	$1,788.80
10.0 inch meter	$1,982.90	$2,181.19	$2,082.05	$2,290.26
Monthly Water Usage Rate per 1,000 gallons				
1st Tier	$3.10	$3.41	$3.26	$3.59
2nd Tier	$5.94	$6.53	$6.24	$6.86
3rd Tier	$7.74	$8.51	$8.13	$8.94
4th Tier	$10.43	$11.47	$10.95	$12.05

Tier Structure – Water (thousand gallon increments)								
Current Structure					New Structure – Oct. 1, 2010			
Meter Size	1st Tier	2nd Tier	3rd Tier	4th Tier	1st Tier	2nd Tier	3rd Tier	4th Tier

.75"	0—8	9—16	17—24	over 24	0—6	7—12	13—24	over 24
1.0"	0—20	21—40	41—60	over 60	0—15	16—30	31—60	over 60
1.5"	0—40	41—80	81—120	over 120	0—42	43—84	85—168	over 168
2.0"	0—100	101—200	201—300	over 300	0—102	103—204	205—408	over 408
3.0"	0—400	401—800	801—1,200	over 1,200	0—420	421—840	841—1,680	over 1,680
4.0"	0—600	601—1,200	1,201—1,800	over 1,800	0—690 691—1,380	1,381—2,760	over 2,760	
6.0"	0—2,000	2,001—4,000	4,001—6,000	over 6,000	0—3,300	3,301—6,600	6,601—13,200	over 13,200
8.0"	—	—	—	—	0—12,000	12,001—24,000	24,001—48,000	over 48,000
10"	0—20,000	20,001—40,000	40,001—60,000	over 60,000 0—21,000	21,001—42,000	42,001—84,000	over 84,000	

(b) *Potable water impact fees.* The following water impact fee is hereby adopted: The current water impact fee is one thousan dollars ($1,000.00) per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distributions system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee issix hundred fifty dollars ($650.00) per ERC.

a. Effective October 1, 2010, the water impact fee shall be one thousand four hundred dollars ($1,400.00) per equivalent residential connection (ERC). If a single-family

residence (SFR) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is one thousand dollars ($1,000.00) per ERC.

Meter Size	ERC	Reclaimed Water Not Connected	Reclaimed Water Connected
.75 inch meter (SFR only)	1.00	$1,400.00	$ 1,000.00
.75 inch meter (not SFR)	1.00	$1,400.00	$1,400.00
1.00 inch meter	2.50	$3,500.00	$3,500.00
1.50 inch meter	6.00	$8,400.00	$8,400.00
2.00 inch meter	13.00	$18,200.00	$18,200.00

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

Unit Description	ERC	Reclaimed Water Not Connected	Reclaimed Water Connected
Single Family Residence	1.00	$1,400.00	$1,000.00
Apartment or Condo 1 Bath	0.80	$1,120,00	$1,120.00
Apartment or Condo 2 Bath	1.00	$1,400.00	$1,400.00
Hotel/Motel	0.60	$840.00	$840.00

b. Effective October 1, 2011, the water impact fee shall be one thousand seven hundred fifty dollars ($1,750.00) per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distribution system

that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is one thousand three hundred dolaars ($1,300.00) per ERC.

Meter Size	ERC	Reclaimed Water Not Connected	Reclaimed Water Connected
.75 inch meter (SFR only)	1.00	$1,750.00	$1,300.00
.75 inch meter (not SFR)	1.00	$1,750.00	$1,750.00
1.00 inch meter	2.50	$4,375.00	$4,375.00
1.50 inch meter	6.00	$10,500.00	$10,500.00
2.00 inch meter	13.00	$22,750.00	$22,750.00

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

Unit Description	ERC	Reclaimed Water Not Connected	Reclaimed Water Connected
Single Family Residence	1.00	$1,750.00	$1,300.00
Apartment or Condo 1 Bath	0.80	$1,400.00	$1,400.00
Apartment or Condo 2 Bath	1.00	$1,750.00	$1,750.00
Hotel/Motel	0.60	$1,050.00	$1,050.00

(c) *Reclaimed water system rates.* The following rates shall apply for use of the reclaimed water system.

	Current Charge	New Charge

	Inside Cocoa	Outside Cocoa	Inside Cocoa	Outside Cocoa
Base Rate – Reclaimed Water				
.75 inch meter	$8.75	$10.93	$9.19	$11.48
1.0 inch meter	$8.75	$10.93	$9.19	$11.48
1.5 inch meter	$43.80	$54.76	$45.99	$57.50
2.0 inch meter	$58.39	$72.99	$61.31	$76.64
3.0 inch meter	$233.56	$291.96	$245.24	$306.56
4.0 inch meter	$350.34	$437.93	$367.86	$459.83
Monthly Reclaimed Water Usage Rate per 1,000 gallons				
	Inside Cocoa	*Outside Cocoa*	*Inside Cocoa*	*Outside Cocoa*
1st Tier 0 – 30,000 gallons	included in base	included in base	included in base	included in base
2nd Tier 31,000 – 60,000 gallons	$0.60	$0.75	$0.63	$0.79
3rd Tier > 61,000 gallons	$0.87	$1.09	$0.91	$1.14

(d) [*Fire line and hydrant rates* . The following rates shall apply for use of fire lines and hydrants.]

	Current Charge	New Charge

	~~Inside Cocoa~~		~~Outside Cocoa~~	
~~Fixed Monthly Charge—Fire Lines~~				
~~4.0 inch line~~	~~$62.61~~	~~$68.86~~	~~$65.74~~	~~$72.30~~
~~6.0 inch line~~	~~$76.73~~	~~$84.42~~	~~$80.57~~	~~$88.64~~
~~8.0 inch line~~	~~$100.10~~	~~$110.12~~	~~$105.11~~	~~$115.63~~
~~10.00 inch line~~	~~$123.47~~	~~$135.82~~	~~$129.64~~	~~$142.61~~

~~Public Fire Protection per Each Fire Hydrant (Cities)~~	
~~*Current charge*~~	~~*New charge*~~
~~$23.49~~	~~$24.66~~
~~Public Fire Protection per County Customer~~	
~~*Current charge*~~	~~*New charge*~~
~~$2.32~~	~~$2.44~~

* * *

Section 3. **Current Utility Rates Unaffected.** This Ordinance deletes utility rates currently existing in the City Code of Cocoa. However, the deletion of the utility rates from the City Code is not intended to repeal such existing rates, which have been duly adopted by resolution. Such existing utility rates shall remain unaffected and in full force and effect. The deletion of utility rates as provided in this Ordinance is intended merely to remove the publication of such rates from the City Code of Cocoa. Utility rates will continue to be adopted by resolution of the City Council and published in locations as directed in the adopting resolution.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** Except as provided in Section 3, 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 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Legislation Details (With Text)

File #:	19-337	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	7/11/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Postpone consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad Proof (PZ and CC)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2019
Agenda Date: July 24, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd.

BACKGROUND:

This item is not ready for consideration. Staff requests that City Council postpone consideration of the text amendment ordinance until the August 14, 2019 City Council meeting to preserve advertisement.

STRATEGIC PLAN CONNECTION:

The proposed Binding Development Agreement which allows for the construction of 249 apartment units is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board tabled this item at a special meeting on June 25, 2019. The Planning & Zoning Board tabled this item at its regular meeting on July 17, 2019.

RECOMMENDED MOTION:

Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1) totaling 150.35 acres and located on the south side of State Road 524 between Westminster Dr. and London Blvd.

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Classified Ad Receipt
(For Info Only - NOT A BILL)

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003677732
Pymt Method Invoice
Net Amt: $169.16

Run Times: 1

No. of Affidavits: 1

Run Dates: 07/11/19

Text of Ad:

AD #3677732 7/11/2019

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

A. PZ-19-022 – Development Agreement (Integra Land Company)
Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Integra Land Company to allow the developer to construct up to 249 apartments in 5 apartment buildings not to exceed 57 feet in height, with 5 parking garage buildings, a community clubhouse and certain public amenities on 2 parcels of land. (Parcel ID: 24-35-13-00-750 and 24-35-24-00-1)

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
JULY 17, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
JULY 24, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. 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 Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

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.

The facility where this public hearing will be held is accessible to the physically handicapped. SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-338	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	7/11/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve on First Reading Ordinance No. 12-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-2019 Ordinance Exhibit A Exempt parcels location map Legal Ad Proof - Text Amend (Parking Lot) 12-2019 Ordinance REVISED Text Amendment regarding Parking in Cocoa Village Overlay.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2019
Agenda Date: July 24, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve on First Reading Ordinance __-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District.

BACKGROUND:

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The ordinance proposes a text amendment to the City's Zoning Code, Article XI, Section 22, Cocoa Waterfront Overlay

District, which would allow parking lots and garages, whether public or private, as a use requiring approval of a Special Exception in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District. The amendment was prompted by a project presented to the Board of Adjustment on April 17, 2019 that proposed a fee based parking lot use at 430 Brevard Ave. In reviewing that application Staff discovered that while the use was allowed by Special Exception in Article XI, Section 13, Central Business District, which is the zoning district of the applicant's property, the use was not included in Section 22, which is the overlay district and related sub-district as it applies to that property.

The proposed ordinance is intended to allow parking uses, public or private, as a special exception in the Cocoa Village sub-district, with certain restrictions. Parking uses proposed in a private surface lot must be shared with a commercial, institutional, or civic building. This requirement is intended to stem the possibility of entire lots in the historic Cocoa Village being developed into open, stand-alone surface parking lots and will require private parking uses to occur where a commercial, institutional or civic building is already present or will be constructed. By way of illustration, the fee based parking lot use at 430 Brevard Avenue would be shared with a bank building on the site. Other similar businesses that are not open to the public in the evening may also be encouraged by this amendment to offer fee based parking during non-operating hours.

As described in the recitals of the proposed ordinance, the Cocoa Community Redevelopment Agency commissioned a professional parking study to be performed by Rich and Associates, Inc., in 2017 to document the current parking demand in the Cocoa Village and further updated parking-related objectives in the Community Redevelopment Plan in 2018. The Community Redevelopment Plan recognizes the provision of additional parking as a major objective of the Plan. The Community Redevelopment Plan further recognized that there are very few sites viable for new surface parking lots in the Cocoa Village and prioritized parking solutions, such as partnerships with private lot owners to allow parking in existing underutilized surface lots and a future multi-level parking facility that would reduce the number of surface lots and increase green space within the Central Business District. The proposed ordinance would implement this objective by allowing underutilized surface lots shared with a commercial, institutional, or civic building to be used to provide additional needed parking while discouraging the negative aesthetic and other effects of large numbers properties being devoted solely to parking uses.

Parking uses would still need to satisfy the Cocoa Waterfront Overlay standards for either parking garages or surface parking location. Parking uses located on property with a commercial, institutional, or civic building shall not be permitted to reduce the number of required parking spaces associated with the use of the building.

There are two parcels, listed below, located within the Cocoa Village Sub-district that are currently operating as a parking lot use and do not have a building on the parcel at this time. (Exhibit A) In both cases the parking lot use was created to serve a principle use on an adjoining parcel under the same ownership. The first is a part of the former Bank of America property and provided additional parking for the bank building tenants and customers. The second parcel provides parking for St. Mark's Episcopal Church.

Parcel No.	Location
24-36-33-39-B-7	immediately west of the Civic Center on Delannoy Ave
24-36-33-77-*-1	4 Church Street (immediately south of St. Mark's)

Footnote (1) provided in the ordinance would allow these two properties to retain the existing parking lot use until such time as a parking garage or another allowed building type is constructed on the property.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Transportation Element Policy 2.1.1.2(D): Ordinances shall be reviewed and amended as necessary in order to require safe and convenient flow of on-site traffic. Parking for motorized and non-motorized vehicles shall be regulated;

- Future Land Use Element Policy 1.1.4.8: The City shall continue to monitor and, as appropriate, conduct parking studies to examine the demand and availability of parking in the Cocoa (Downtown) Redevelopment Area.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

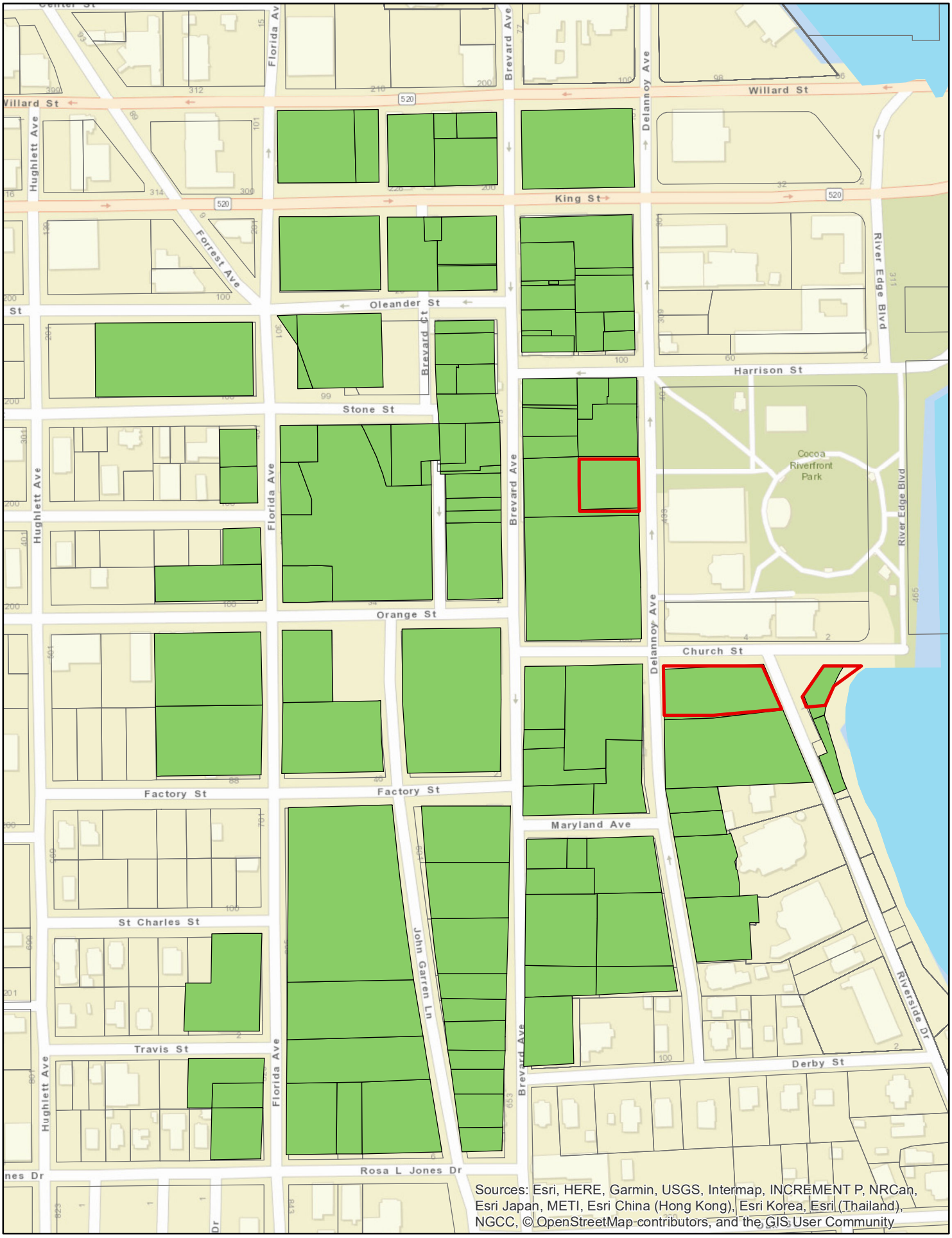
PREVIOUS ACTION:

The Planning & Zoning Board tabled this item at a special meeting on June 25, 2019. The Planning & Zoning Board will hear this item at its regular meeting on July 17, 2019.

RECOMMENDED MOTION:
Approve on First Reading Ordinance __-2019: A Zoning Text Amendment amending Appendix A, Article XI, Section 22 of the City of Cocoa Code to allow parking as a Special Exception use in the Cocoa Village Sub-district of the Cocoa Waterfront Overlay District.

Exhibit A

Parcel Number:	Address:
24-36-33-39-B-7	Not Assigned
24-36-33-77-*-1	4 Church Street


Willard St
King St
Oleander St
Stone St
Orange St
Factory St
Factory St
St Charles St
Travis St
Rosa L Jones Dr
Harrison St
Church St
Maryland Ave
Derby St
Riverside Dr
River Edge Blvd
Delannoy Ave
Brevard Ave
Florida Ave
Hughlett Ave
Forrest Ave
Brevard Ct
John Garren Ln
Cocoa Riverfront Park
520
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

CITY OF COCOA
NOTICE OF ZONING TEXT CHANGE

NOTICE IS HEREBY GIVEN THAT

THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY

AND CITY COUNCIL

PROPOSE TO CONSIDER THE FOLLOWING ORDINANCE:

ORDINANCE NO. ___-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW PARKING AS A SPECIAL EXCEPTION USE IN THE COCOA VILLAGE SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD / LOCAL PLANNING AGENCY PUBLIC HEARING
WILL BE HELD ON
TUESDAY, JUNE 25, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

CITY COUNCIL FIRST READING
PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, JULY 10, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, 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 based.SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000611604

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY:_____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA (TE)
SALES PERSON: Linda Kennedy
PUBLICATION: FT-FLORIDA TODAY

PROOF CREATED AT: 6/17/2019 10:46 AM
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NEXT RUN DATE: 06/18/19
SIZE: 3 col X 10 in

FT-0000611604.INDD

ORDINANCE NO. 12-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW PARKING AS A SPECIAL EXCEPTION USE IN THE COCOA VILLAGE SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City currently allows as a special exception use, parking lots and garages, both public and private, in the Central Business District (CBD) pursuant to Article XI, Section 13 of the Zoning Ordinance, but does not permit the same in the Cocoa Village subdistrict of the Cocoa Waterfront Overlay District; and

WHEREAS, Article XI, Section 13 of the Zoning Ordinance further recognizes that where the regulations of the Cocoa Waterfront Overlay District are more restrictive than those of the Central Business District, the Cocoa Waterfront Overlay District regulations shall be controlling; and

WHEREAS, the City Council desires to amend the Cocoa Waterfront Overlay District, Cocoa Village subdistrict regulations, to allow for public and private parking lots as a special exception use, subject to certain restrictions; and

WHEREAS, the Cocoa Community Redevelopment Agency commissioned a professional parking study to be performed by Rich and Associates, Inc. in 2017 to document the current parking demand in the Cocoa Village and further updated parking-related objectives in the Community Redevelopment Plan in 2018; and

WHEREAS, both the parking study and updated Community Redevelopment Plan determined that parking demands continue to increase, recognized a deficit in available parking spaces, and identified as a main objective of the Cocoa Community Redevelopment Agency the creation of a parking system to support existing activities as well as increased demands as new development occurs in the Community Redevelopment Area; and

WHEREAS, specifically, both the parking study and the Community Redevelopment Plan

recognized that there are very few sites viable for new surface parking lots in the Cocoa Village and prioritized parking solutions, such as partnerships with private lot owners to allow parking in existing underutilized surface lots and to establish a multi-use, multi-level parking facility, that reduce the amount of surface parking lots and increase green space within the Central Business District; and

WHEREAS, the addition of public and private parking lots as a special exception use, with certain conditions, will facilitate the development of parking solutions in the Cocoa Village subdistrict that will further be reviewed by the City's Board of Adjustment to ensure compatibility with surrounding properties; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 22. It is intended that the text in Appendix A, Article XI, Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 22. – Cocoa Waterfront Overlay District.

*** * ***

(F) *Uses.* The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE- Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan"	Heart of Coco a	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
* * *																		
Commercial																		
Parking, public or private			SE	P		SE	SE	P	SE		SE[1]	P		P		SE		P

[1] Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (I). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance and as further identified in Exhibit A, attached hereto and fully incorporated herein by reference, shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

* * *

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

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the

City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2019.

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Legislation Details (With Text)

File #:	19-328	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	7/8/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve Resolution No. 2019-063, Establishing the Rolled-Back Rate, Adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2020 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Establishing the Rolled-Back Rate.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 8, 2019
Agenda Date: July 24, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Resolution No. 2019-063, Establishing the Rolled-Back Rate, Adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2020 Budget.

BACKGROUND:

Florida Statues 200.065 TRIM (Truth-In Millage) Compliance Regulations provides that municipalities shall adopt a Proposed Millage Rate, establish the Rolled-back rate and set the date, time, and place of the first two public hearings. At the public hearings, City Council will consider the Proposed Millage Rate and the Tentative Budget.

Annually, by July 1, the Brevard County Property Appraiser certifies to each taxing authority the taxable value of real property within the jurisdiction of the taxing authority (City). The Certification of Taxable Value (DR-420 Form) provided by the Property Appraiser reflects this year's property calculation on which next fiscal year's ad valorem revenues will be calculated. In addition, the Property Appraiser also certifies the Tax Increment Adjustment Worksheet (DR-420TIF Forms) for each Community Redevelopment Agency (CRA) in the City. By August 4 of each year, the City shall advise the Property Appraiser of the Proposed Millage Rate, the current year's Rolled-back Rate and the date, time, and place of the first Budget Public Hearing. The attached resolution allows the City to comply with the statutory requirements.

The City of Cocoa's current millage rate is 5.9790. The City Council has the following options to adopt a proposed millage rate.

- 12.0927 is the Maximum Millage Rate that is 10% over the majority vote maximum millage rate and requires a two-thirds (2/3) vote of the City Council; however, s. 200.081, Florida Statutes limits a municipality to a maximum of 10 mills, except for voter approved levies.
- 10.9934 is the Majority Vote Maximum Millage Rate, adjusted for the change in per capita Florida personal income (1.0339) and requires a majority vote of the City Council.
- 5.9790 is the Current Millage Rate that can be maintained with a majority vote of the City Council.
- 5.7844 is the Rolled-back Rate that requires a majority vote of the City Council.
- Any Rate up to the Maximum Millage Rate (10 mills) is allowed by state law.

Please Note: The Proposed Millage Rate established by the City Council will allow the Council to adopt a millage rate during a Public Hearing to be held on September 11, 2019 at or below the rate approved via Resolution 2019-063 at the regular City Council meeting on July 24, 2019. This rate can be reduced, but cannot be increased unless taxpayers are re-noticed at the City's expense and the millage adoption process starts over.

The City of Cocoa's current year gross taxable value for FY2020 is $1,094,366,709, which is $122,600,670 or approximately 12.6% higher than last fiscal year's final gross taxable value. The projected total Ad Valorem tax revenue for FY2020 is $6,543,218, and staff is recommending maintaining the millage rate at the current rate of 5.9790, which is consistent with the City's Strategic Plan Goal to *Maintain Long-Term Fiscal Sustainability* and is supported by the General Fund financial analysis performed by Stantec. The current millage rate of 5.9790 enables the City to achieve long-term fiscal sustainability.

The City is required to budget a minimum of 95% of $6,543,218, which equals $6,216,057 and results in an increase of $519,321 in ad valorem revenue over the FY2019 budget.

On September 11, 2019, at 6:00 in City Council Chambers, located at 65 Stone St. Cocoa, Florida, the City will hold the First Public Hearing on the Tentative Millage Rate and FY2020 Proposed Budget.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Through our strategic planning process, the City committed to developing a financially sustainable revenue base and control expenses to support and deliver high quality municipal services. Toward that end, the City retained Stantec Consulting to develop a long-term financial analysis model, of which the analysis indicated the need for the City to maintain its current millage, as one of many recommendations, to place the City on a path of fiscal sustainability over the short-term (5 years) and long-term (10 years).

BUDGETARY IMPACT:

As presented above, the City is required to budget a minimum of 95% of $6,543,218, which equals $6,216,057 and results in an increase of $519,321 in budgeted ad valorem revenue over the Fiscal-

Year 2019 Budget. Of note, payment to the three (3) CRA's with a 5.9790 millage rate, budgeted at 95% is as follows:

Cocoa/Downtown $744,273
Diamond Square $135,989
*U.S. 1 Corridor $204,832

Total dedicated to the three (3) CRA's: $1,085,094

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Approve Resolution No. 2019-063 Establishing the Rolled-Back Rate, Adopt a Proposed Tentative Millage Rate and set the date, time, and place for the first Public Hearing to consider the FY2020 Budget.

RESOLUTION NO. 2019-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE ROLLED-BACK MILLAGE RATE; ADOPTING A PROPOSED TENTATIVE MILLAGE RATE; AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 200.065 expressly provides that municipalities shall adopt a Proposed Tentative Millage rate; and

WHEREAS, Florida Statute 200.065 requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed tentative millage rate, of its rolled-back millage rate and of the date, time and place at which public hearings will be held to consider the proposed tentative millage rate and tentative budget; and

WHEREAS, Florida Statute 200.65 provides that at the time of the adoption of the proposed tentative millage rate, the municipality shall set the date, time and place for a public hearing to consider the proposed tentative millage and the tentative budget; and

WHEREAS, Florida Statute 200.65 further requires that within 80 days of the certification of value, but not earlier than 65 days after the certification the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed tentative millage rate.

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

SECTION 1. The rolled-back millage rate to be used for millage calculation for the City of Cocoa, Florida for Fiscal Year 2020 is set at 5.7844 mils.

SECTION 2. The proposed tentative millage rate for the City of Cocoa, Florida for the Fiscal Year 2020 is 5.9790 mils which is 3.36% greater than the computed rolled-back rate of 5.7844.

SECTION 3. A public hearing shall be held in the City of Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida on September 11, 2019 at 6:00 p.m. to consider the proposed tentative millage rate and the tentative budget for Fiscal Year 2020.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida including, but not limited to Resolution No. 2019-063.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of July 2019.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	19-336	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	7/11/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve a Code Enforcement Settlement Agreement in the amount of $2,500.00 for the property located at 1055 Mitchell St. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application - Pita Lien Reduction Application - Anderson Affidavit for Requesting Lien Reduction Cost Reimbursement of Code Enforcement Case Lien Reduction Checklist Interior Inspection Checklist Brevard County Property Appraiser Brevard County Receipt for Property Taxes Paid Claim of Lien & Copy of Release Copy of Notice of Violation Copy of Notice of Hearing Staff Report for Code Enforcement Hearing Copy of Notice of Non Compliance Hearing FINAL BACRAP-Anderson-Pita Code Enforcement Lien Reduction Agreement.pdf Recorded Order Imposing Fine.pdf Special Warranty Deed 1055 Mitchell.pdf Brevard County Property Appraiser 2256 S Smathers Cir.pdf 2256 S Smathers Cir Taxes Paid.pdf Affadavit of Compliance.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2019
Agenda Date: July 24, 2019
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Settlement Agreement in the amount of $2,500.00 for the property located at 1055 Mitchell St.

BACKGROUND:

Case# CE-17-881

The Code Enforcement Board held a public hearing on January 18, 2018, at which time the Board found the owner, Denise Pita & Joel Pita in violation of the following:

I.Accessory Structures Ch 6 Sec. 6-1001 (g)
XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)
XV. MAINT OF STRUCT / GROUND Ch. 6 Sec. 6-900 (b) (4) a-c

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $75.00 per day from February 17, 2018 until compliance was achieved and documented on April 17, 2019. The lien is $31,800.00 and the current owner Denise & Joel Pita along with the buyer Diamond Anderson are requesting that the lien be reduced to $2,500.00.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? Yes
- Whether the owner made attempts to correct the violation(s); Yes, had to do extensive work requiring permitting
- Permits were obtained and finaled
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for 424 days and the total amount of the lien is 31,800.00.
- The current market value of the subject property? The current market value is $38,410.00 according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $2,500.00

Per the City Code, if the Council approves the agreement, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on July 18, 2019, recommended that the lien be reduced to $2,500.00.

RECOMMENDED MOTION:

Approve the Settlement Agreement as written in the amount $2,500.00, as recommended by the Code Enforcement Board, for the property located at 1055 Mitchell St.

Application # CE - 17 - 881

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

- For Office Use Only - Date Received

RECEIVED
APR 18 2019
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** April 18, 2019

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Joel and Denise Pita

Mailing Address: 3375 Woodberry Ct

City: Kissimmee State: FL Zip Code: 34746

Phone #: _____ Fax #: _____

Mobile #: 407-860-2768 E-mail: Pita0721@hotmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1055 Mitchell St Cocoa, FL 32922

Parcel ID:

□□-□□-□□-□□-□□□□□.□□-

□□□□.□□

Tax Account Number:

2 4 2 2 6 0 0

Existing Use(s) on Property: Residential Single Family

Proposed Use(s) on Property: Residential Single Family

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?
Property is currently under contract with local nonprofit for owner/occupied affordable housing

Nature of Violation(s): Yard, trash, structural

Date Fine or Lien Imposed: March 15, 2018 Amount of Fine: $ 31,200
per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: Structural and yard May 2018
~~vegetation~~ in fencing April 17, 2019

5. **Please provide the following information:**

Code enforcement case number: CE-17-881

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 90 on part

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
See attached "Factual Statement"

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
See attached "Explanation for Compliance not met prior to fines"

Amount you are requesting that the lien be reduced to: $2500.00
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
While no notice was ever received prior to the March 15, 2018 non-compliance hearing (all were mailed to wrong address) we had to evict tenant and then the foundation issues had to be resolved prior to us being able to make repairs to house Contractor schedules and as soon as the foundation work was completed and inspection passed we immediately began the repairs to fasciae, exterior structure, painting and debris removal. We have been working with a local non-profit to provide home for affordable housing

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:
none

6. **Please submit the following items in order complete the application:**

a. ☑ **Notarized application.**

b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

c. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Joel Pitre being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 11 day of July, 20 19

Application # CE - 17 - 881

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
JUN 26 2019
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 6/25/2019

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Diamond Anderson

Mailing Address: 617 Johnson Street

City: Cocoa State: FL Zip Code: 32922

Phone #: (321) 458-5081 Fax #: _____

Mobile #: (321) 458-5081 E-mail: diamondand16@gmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1055 Mitchell St, Cocoa, FL 32922

Parcel ID:

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐☐-

☐☐☐☐.☐☐

Tax Account Number:

☐☐☐☐☐☐☐

Existing Use(s) on Property: _____

Proposed Use(s) on Property: _____

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

_____

Nature of Violation(s): _____

Date Fine or Lien Imposed: _____ Amount of Fine: _____ per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: _____

_____

5. **Please provide the following information:**

Code enforcement case number: _____

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

_____

_____

_____

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Amount you are requesting that the lien be reduced to: ~~$0~~ $2500

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Diamond Anderson being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Diamond Anderson
(APPLICANT SIGNATURE)

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 1/11/2022

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

Darla D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 26 day of June, 20 19

FACTUAL BASIS FOR APPLICATION FOR REDUCTION

Applicants purchased property with tenant who had amassed a hoard of trash junk and debris. Applicants had to evict the tenant in order to gain access to clean the property. Upon eviction and cleaning applicants discovered there were structural issues with the foundation of the property which required specialized contractors.

Applicants did begin cleaning the property immediately but because of structural issues were advised by contractor to wait until foundation issues were addressed before other repairs could be made.

Applicants despite having been contacted by phone were never mailed any notice of violation or non-compliance to their actual correct address. Only at the March 15, 2018 non-compliance hearing was applicant afforded the opportunity to have Code correct their address and then they still were never copied on the Order finding of facts and ordering of fines.

The property has had more than $24,000.00 in foundation repairs to prevent the City for having another vacant lot. The fasciae and painting and repairs were made and completed in July 2018 yet the fines continued to run based on misunderstanding concerning the fencing.

Applicant has agreed to allow local non profit to purchase the property for a single mom who will occupy the property as owner/occupied upon close. Applicant is not making any profit on the property as it was purchased for approx. $33,000.00 with closing costs, has put $24,000.00 into foundation repair and has installed a new central air/heat system, new tile, cabinets, fans, bathroom fixtures which results in their losing money on the agreed sale.

Applicant is agreeing to pay the costs expended by the City of Cocoa in the amount acceptable by City Code of $2500.00

Explanation for Compliance Not met...

Applicants were sent all notices to the wrong address and all mailed notices were returned to the City because they were mailed to the incorrect address. In addition despite proving correct address at non-compliance hearing applicants still never received finding of facts or order to impose daily fines.

Applicants have worked hard to resolve and correct all violations and did correct them within 90 days with exception of

the fencing issue which was a misunderstanding due to language barriers and understanding English language.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-881 **Date: 04/17/19**

Pita, Joel; Pita, Denise

Site Address: 1055 Mitchell

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$25.16, Coordinator-$26.16, Manager-$38.64, Chief-$59.81 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	9	0.25	$25.16	$56.61
2	Code Manager	3	0.25	$38.64	$28.98
3					
				Total A1	$85.59

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	6	0.25	25.16	$150.96
2	Code Manager	3	0.25	38.64	$115.92
3					
				Total A2	$266.88

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	8	$26.16	$209.28
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$59.81	$119.62
4					
5					
				Total A3	$628.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	537	$0.25	$134.25
2	Large Envelope	36	$0.64	$23.04
3	Standard Envelope	11	$0.08	$0.88
4	Color Photo Prints	24	$0.45	$10.80
5	Standard Mail	5	$0.46	$2.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	2	$10.00	$20.00
8				
9				
			Total B	$201.79

C. Total Amount of Cost (A1+A2+A3+B): **$1,183.16**

Lien Reduction Checklist

Address: 1055 Mitchell

	Application Requirments	Comments
X	**Past Code Case Check**	
X	**Code Liens – Fixed & Abatments**	$ 0.00 Include Recorded Copies
X	**Code Liens Running**	Case was Abated – Amount **$31,800**
X	**Water Liens**	No Water Liens
X	**Property Ownership History**	Appraiser sheet included
X	**Property Tax Status**	Tax Sheet Included
X	**Business Tax History**	None Currently
X	**Bonds, Special Assessments, etc.**	None
X	**Property Inspection (before Code Board)**	July 11, 2019
X	**Interior Inspection**	Pass (July 11, 2019
	Property Owner Re-Check	
	Property Inspection (before Council)	
X	**Code Cost Sheet**	Attached

Interior Inspection Checklist

Address: 1055 Mitchell

	Areas Inspected	Comments
X	**Carport/Garage**	Meets Standard
X	**Living Room**	New Paint, Tile, and outlet covers
X	**Kitchen**	New Tile, New Counters and Cabinets
X	**Dining Room**	N/A
X	**Bedroom #1**	New Paint, Tile, and outlet covers
X	**Bedroom #2**	New Paint, Tile, and outlet covers
	Bedroom #3	
	Bedroom #4	
X	**Bathroom #1**	New Paint, Tile, Sink & Toilets
	Bathroom #2	
	Other Areas:	

Other Comments
Interior - I found no signs of infestation, no leaks in kitchen and bath, and no exposed wires. Interior was free from holes and new base boards are being installed. Air ducks were clean and working.
Exterior – new doors installed (on same frame), chain link fence is bent and damaged. However, the new owner intends to remove the fence immediately after closing,

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2422600
Owners	Pita, Joel; Pita, Denise
Mailing Address	638 Mesilla Dr Kissimmee FL 34758
Site Address	1055 Mitchell St Cocoa FL 32922
Parcel ID	24-36-29-78-*-19
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.18
Subdivision	Broadmoor Acres Subd
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0010/0045
Land Description	Broadmoor Acres Subd Lot 19



VALUE SUMMARY

Category	2018	2017	2016
Market Value	$38,410	$29,910	$30,570
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$32,900	$29,910	$26,680
Assessed Value School	$38,410	$29,910	$30,570
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$32,900	$29,910	$26,680
Taxable Value School	$38,410	$29,910	$30,570

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
08/12/2016	$29,900	WD	Improved	7688/2821
08/12/2016	$15,000	WD	Improved	7688/2819
04/09/2012	--	QC	Improved	6579/0309
04/06/2012	$20,200	WD	Improved	6622/2033
02/02/2012	$16,600	CT	Improved	6533/2231
09/14/2006	$89,900	WD	Improved	5699/1673
01/25/2002	$31,000	WD	Improved	4515/0110
04/16/2001	$21,000	WD	Improved	4325/1661
10/21/1999	--	QC	Improved	4094/0234
12/01/1972	$8,800	--	--	1297/0591

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Stucco	Year Built	1951
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas

Extra Features

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2018 Roll Details — Real Estate Account At 1055 MITCHELL ST, COCOA

Real Estate Account #2422600 | Parcel details | Latest bill | Full bill history | Print this page

2018	2017	2016	2015	...	2005
PAID	PAID	PAID	PAID		PAID

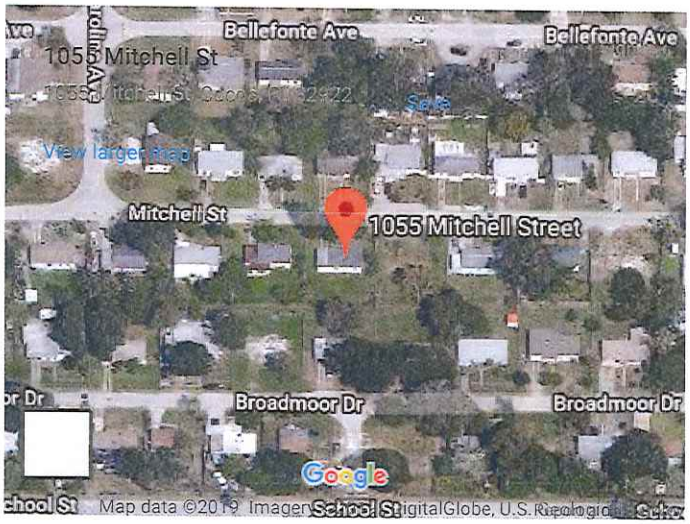
Get Bills by Email

PAID 2018-12-21
$866.75
Receipt #000-19-00059766
Click to print receipt

Owner: Pita, Joel
638 Mesilla DR
Kissimmee, FL 34758-3236
and 1 other
Situs: 1055 MITCHELL ST
COCOA

Account number: **2422600**
Alternate Key: 2422600
Millage code: 23D0
Millage rate: 18.0094

Assessed value: 32,900
School assessed value: 38,410



Location is not guaranteed to be accurate.

GIS - Property Appraiser

View

2018 Annual bill

Ad valorem: $627.21
Non-ad valorem: $266.35
Total Discountable: 893.56
No Discount NAVA: 0.00
Total tax: $893.56

Legal description

BROADMOOR ACRES SUBD LOT 19

Location

Geo number: 24 3629-78-*-19
Property class: 0110

Township: 24
Range: 36
Section: 29
Block: *
Lot: 19
Value code: 10
Use code: 0110
Total acres: 0.180

Addresses

Other owners: Pita, Denise

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Prepared By and Return To:

L.R.E. Ground Services, Inc.
Rachel Vitale

P.O. Box 10263
Brooksville, FL 34603

Property Appraisers Parcel Identification No.:
Folio Number(s): 24-36-29-78-*-19

7707

WARNING!
THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

Claim of Lien

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, this undersigned authority, personally appeared, Rachel Vitale who being duly sworn, says that he/**she** is the agent for the Lienor herein, L.R.E. GROUND SERVICES, INC., whose address is 1115 S. Main Street, Brooksville, FL 34601 and that pursuant to a contract with Pita, Joel & Pita, Denise whose address is 638 Mesilla Dr, Kissimmee FL 34758-3236 Lienor furnished labor, services and materials consisting of FOUNDATION STABILIZATION on the real property located at BREVARD County, State of Florida, to wit: *(Describe real property sufficiently for identification, including street and number, if known)*

Subdivision: Broadmoor Acres Subd Land Description: Broadmoor Acres Subd Lot 19
1055 Mitchell St, Cocoa FL 32922 Plat Book/Page 0010/0045 Parcel ID 24-36-29-78-*-19
Pita, Joel & Pita, Denise(owner)

owned by Pita, Joel & Pita, Denise(owner) of a total value of TWENTY-ONE THOUSAND ONE HUNDRED DOLLARS 90/100 dollars ($ 21,100.90) of which there remains unpaid $ 10,980.69 under the contract and $ N/A in approved change orders, and furnished the first of the items on 02/19/2018, and the last of the items on 3/16/2018.

L.R.E. GROUND SERVICES, INC.
BY _____
Rachel Vitale, as VP/Authorized Agent
Printed Name and Title Here

STATE OF FLORIDA
COUNTY OF HERNANDO

SWORN TO AND SUBSCRIBED before me this 23rd day of May, 2018, by Rachel D. Vitale of L.R.E. Ground Services, Inc., who is personally known to me or produced N/A as identification.

My commission expires: 10/22/20

SARAH I. STEEN
Notary Public - State of Florida

_____
Sarah I. Steen
Printed Name

Return To:

L.R.E. Ground Services, Inc.
ATTN: Rachel D. Vitale
P.O. Box 10263
Brooksville, FL 34603

This instrument prepared by:

Rachel D. Vitale
P.O. Box 10263
Brooksville, FL 34603

7707

Release of Lien

STATE OF FLORIDA
COUNTY OF Brevard

For and in consideration of the sum of $ 21,100.90 Dollars, the receipt of which is herby acknowledged, the undersigned hereby releases the property hereinafter described from a certain lien filed and recorded in the Public Records of Brevard County, State of Florida, at Book 8171, Page 2905, on the 23rd day of May 2018 which lien is for the sum of

**** Twenty-One Thousand One Hundred Dollars and 90/100 ****

due for {labor and services and materials} on said property; and does hereby declare said Lien fully satisfied. Said property is described as follows: *(Describe real property sufficiently for identification, including street and number, if known)*

Site Address: 1055 Mitchell St Cocoa FL 32922 Parcel ID: 24-36-29-78-*-19

Plat Book/Page: 0010/0045 Subdivision Name: Broadmoor Acres Subd

Land Description: Broadmoor Acres Subd Lot 19

Owners: Pita, Joel; Pita, Denise

This Release of Lien is conditioned upon payment of the consideration described above. It is not effective until said payment is received by lienor in paid funds, otherwise should payment be returned due to insufficient funds or other means, this Release is VOID.

WITNESS my hand and seal this 29th *day of* March *A.D.* 2019

Signed, sealed and delivered in the presence of :

Witness Signature (as to first Witness)

Jennifer L Johnson
Printed Name

Witness Signature (as to first Witness)

Printed Name

Witness to Co-Lienor (if any)

Witness to Co-Lienor (if any)

L.R.E. GROUND SERVICES, INC.

BY L.S.
Lienor Signature

RACHEL VITALE, as VP/AUTH AGENT
Printed Name and Title Here

P.O. Box 10263, Brooksville, FL 34603
Post Office Address

Co-Lienor (if any) L.S.

Co-Lienor Address (if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared RACHEL VITALE who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that (he)(she) executed the same, that I relied upon the following form of identification of the above-named person: N/A and that an oath (was)(was not) taken.

My commission expires: (notary seal)

SARAH L. STEEN
Notary Public - State of Florida
Commission # GG 023140
My Comm. Expires Oct 22, 2020

Witness my hand and official seal in the County and State Last aforesaid this 29th day of MARCH 2019.

Notary Public
SARAH L STEEN

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 11/6/2017
CASE: 17-881

To: **Pita, Joel; Pita, Denise**
638 Mesilla Dr
Kissimmee FL 34758

Notice of Violation

Address of Violation: 1055 Mitchell St Cocoa FL 32922
Parcel Control No.: 24-36-29-78-*-19
Legal Description: Broadmoor Acres Subd Lot 19

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

I.Accessory Structures Ch 6 Sec. 6-1001 (g)

VI.Clearance of land required Ch.6 Sec. 6-901

XXVII.Protective Treatment, Ch 6 Sec. 6-1003 (b)

*XV. MAINT OF STRUCT / GROUND Ch. 6 Sec. 6-900 (b) (4) a-c **

Corrective Action:

I-Please repair & maintain or remove any and all accessory structures (fences, walls, sheds, etc.)

VI-Please mow, maintain, & clean the property. Grass can not exceed 12 inces in height not limited to right-of-way, easements or alleys.

XXVII-Please clean or paint the structure.

XV. Please maintain or repair any defective, deteriorated, or unrepaired condition on the property

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Micheal Mack
Code Enforcement Officer
321-704-0647, mmack@cocoafl.org

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 12/6/2017
CASE: 17-881
ADDRESS: 1055 Mitchell St

To: **Pita, Joel; Pita, Denise**
638 Mesilla Dr
Kissimmee FL 34758

Complainant	Respondent(s)
THE CITY OF COCOA, A Florida municipal Corporation	Pita, Joel; Pita, Denise Current Property Owner

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 1/18/2018, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation, attached as Exhibit "A" and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Micheal Mack - Code Officer
Code Enforcement
(321)-704-0647/ mmack@cocoafl.org

Cocoa Police Department
Code Enforcement
Staff Report

Hearing Date 1/18/2018 **Case No.** 17-881

Site Address 1055 Mitchell St. **Staff** Micheal Mack, Code Officer

I. PROPERTY INFORMATION:

Property Owner: Pita, Joel; Pita, Denise
Mailing Address: 638 Mesilla Dr
Kissimmee FL 34758

II. CASE FACTS:

NOTICES:
Notice of Violation: 11/6/2017

Notice of Hearing: 12/6/2017

Certified Mail: 12/6/2017
Posted Notice: 1/2/2018
Hand Delivery: N/A

INSPECTIONS:
Initial Inspection: 10/25/2017
Last Inspection: 1/18/2018
Total Inspections: 4

OTHER FACTS:
Contact Made: Yes

Extension Granted: 30 days

Photos Taken: Yes

III. VIOLATIONS:

Violations Observed: Enter #

Violations:

Accessory Structures Ch 6 Sec. 6-1001 (g)	Maint of Struct/Grounds Ch 6 Sec. 6-900 (b)(4) a-c
Protective Treatment, Ch 6 Sec. 6-1003 (b)	*
*	*

VI. STAFF RECOMMENDATION:

In the matter of the City of Cocoa vs. Pita, Joel; Pita, Denise. also known as Code Enforcement Board Case Number CE 17-881, staff recommends that the property owner mentioned above is found to be in violation of the above mentioned violations and that the owner correct the violations by 2/16/2018 (30 days) or a fine of $75.00 per day be imposed until compliance is achieved. If the violations are not corrected within the time provided above, a Non-Compliance hearing will be held and the Coordinator of the Code

Enforcement Board shall be directed to record a certified copy of this Order into the public records of Brevard County, Florida.

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 2/26/2018
CASE: 17-881
ADDRESS: 1055 Mitchell St

To: Pita, Joel; Pita, Denise
638 Mesilla Dr
Kissimmee FL 34758

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	Pita, Joel; Pita, Denise
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 3/15/2018, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order dated Broad Order Date, which is attached hereto. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Micheal Mack - Code Officer
Code Enforcement
(321)-704-0647/ mmack@cocoafl.org

CODE ENFORCEMENT LIEN REDUCTION AGREEMENT

THIS CODE ENFORCEMENT LIEN REDUCTION AGREEMENT ("Agreement") is made and entered between the **CITY OF COCOA** ("City"), **JOEL AND DENISE PITA**, a married couple ("Owners"), **BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION, INC.,** a Florida non-profit corporation ("Buyer"), and **DIAMOND SHERMIA CIERRA ANDERSON**, an unmarried woman ("Buyer").

RECITALS

WHEREAS, Joel and Denise Pita are the current owners of the Property located at 1055 Mitchell Street, Cocoa, Florida ("Property"), as described further below; and

WHEREAS, the City of Cocoa has one recorded code enforcement lien against the Property, as further described below and arising from Code Case 17-881, for property maintenance and structural violations, which the City determined to come into compliance by the Owners on April 17, 2019, resulting in the accrual of $31,725.00 in fines; and

WHEREAS, the Owners have invested significant sums to renovate the property, repair the foundation, and bring the Property into compliance with the violations cited in Code Case 17-881; and

WHEREAS, Owners have entered into an "As-Is" Residential Contract for Sale and Purchase of the Property to Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) for the purchase price of $55,000.00, with a closing date of April 12, 2019, which has been extended to allow for resolving code lien issues; and

WHEREAS, additionally, BACRAP has in turn entered into an "As-Is" Residential Contract for Sale and Purchase of the Property, with BACRAP designated as the "Assignor" of the Property, to Diamond Shermia Cierra Anderson (Anderson), for the purchase price of $60,000.00; and

WHEREAS, the terms of the "As-Is" Residential Contract for Sale and Purchase between BACRAP and Anderson provide that $2,500.00 of the Pitas' proceeds would be held in escrow to be paid to the City of Cocoa to settle the above-mentioned code enforcement lien and further that BACRAP would, within 30 days of closing, remove an old chain link fence and install new fencing upon the Property; and

WHEREAS, as a result of these contracts for sale, the City of Cocoa has received two applications for a lien reduction relating to Code Case 17-881 to $2,500.00 from both the Owners and from Anderson; and

WHEREAS, currently, there exists a new violation on the property for a fence that is in disrepair and must be removed; and

WHEREAS, while Section 6-707 of the City Code provides that, in order to be eligible for a lien reduction, there must be no current code violations upon the property in question; and

WHEREAS, the City Council desires to enter into this Agreement to allow for a conditional lien reduction where proceeds of the sale are intended to be used to remove the fencing that remains in disrepair, and it is the City Council's understanding the lien reduction is further intended to facilitate conveyance of the Property to a low income buyer in need of affordable housing; and

WHEREAS, the City Council acknowledges that the code violations were not caused by the Buyers in this case and encourages the efforts of the Buyers to correct all code violations and maintain the Property free from future code violations; and

WHEREAS, the City of Cocoa has a need for safe and decent affordable housing in neighborhoods such as Broadmoor Acres. The City Council acknowledges that BACRAP is a non-profit corporation whose stated mission is to restore and preserve the Broadmoor Acres neighborhood, restore and preserve the houses in the neighborhood, facilitate affordable home ownership in the neighborhood, and reduce the need for government intervention; and

WHEREAS, the code lien hinders the repair of the Property and hinders the conveyance of safe and decent affordable housing to buyers who qualify for affordable housing;

WHEREAS, by conditionally reducing the lien to the requested $2,500.00 prior to closing, the City is facilitating the use of the Property for affordable housing while simultaneously ensuring that the existing code violation for fencing will be remedied by BACRAP, which has the financial means to engage such work to be completed; and

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration in which the Parties acknowledge, the Parties agree as follows:

1. **Property**. Owner is the fee simple owner of the property located at **1055 Mitchell Street, Cocoa, Florida**, and legally described as:

   Lot 19, BROADMOOR ACRES, according to the Plat thereof, recorded in Plat Book 10, page 45 of the Public Records of Brevard County, Florida

   ("the Property").

2. **Liens**. The City currently has one code lien relating to property maintenance and structural violations on the Property, which was duly recorded in the Official Records of Brevard County, to wit:

   a. Case No. 17-881 (compliance reached April 17, 2019) - Order Imposing Administrative Fine/Lien - O.R. Bk/Pg 8126/985, for violation of: §6-

1001(g) Accessory Structures; §6-1003(b) Protective Treatment; §6-900(b)(4) a-c Maintenance of Structure and Grounds. Fine imposed: $75/day from 2/17/2018 to 4/17/2019. Total Fine: $31,725.00.

3. **Assurances.** The City acknowledges that the code violations were imposed against the Owners of the Property and were not caused by Buyers and that Buyers intend to utilize the Property as an affordable housing opportunity. The city further acknowledges that the Owners have already invested significant sums to make repairs to the Property and that BACRAP intends to complete the fencing repair by utilizing the proceeds of the sale. The Owners desire to sell the Property to BACRAP, and BACRAP is willing to bring the Property into compliance with all current violations, but the Buyers require assurances that the City will reduce the total amount owed under the code liens to an agreeable amount upon Buyer bringing the Property into compliance.

4. **Applications.** Owner/Buyer applied for a reduction of the code liens pursuant to section 6-707 of the Cocoa City Code, and the Code Enforcement Board and City Council have conditionally agreed to reduce the code liens to **Two thousand five hundred dollars** ($2,500.00) based on the representations of the parties, and in consideration of the Owner and Buyer agreeing to and completing the conditions set forth herein.

5. **Reduction and Release of Liens.** The City hereby agrees to the satisfaction and release of the code liens listed in paragraph 2 upon the satisfactory completion of the following:

a. **All Purchase and Sales of the Property Must Close.** Owner agrees to sell the Property to BACRAP and BACRAP agrees to purchase the Property from Owner subject to the code liens. In addition, BACRAP agrees to sell the property to Anderson and Anderson agrees to purchase the Property from BACRAP subject to code liens. Both conveyances shall be completed and closed no later than 60 days from the effective date of this Agreement ("Closing Date"). BACRAP and Anderson shall provide immediate written notice to the City of the Closing Date.

b. **Payment Due.** No later than ten (10) days after the Closing Date, the escrow company shall pay to the City the amount of **Two thousand five hundred dollars** ($2,500.00) representing the reduced amount of the code liens.

c. **Repairs Completed.** All the necessary repairs to bring the Property into compliance with codes must be completed within thirty (30) days of the Closing Date.

d. **No New Violations.** No new or additional code violations shall exist on the Property following completion of the repairs.

6. **Failure to Comply.** In the event all of the conditions set forth in Section 5 of this Agreement are not fully complied with, the lien reduction request shall be automatically denied, the Code Board's and City Council's determination to reduce the fine shall be null and void, and the code liens listed in paragraph 2 shall remain a charge against the Property in the amount they would have been had the reduction not been approved and this Agreement had not been executed by the Parties, less credit for any payments received by the City toward the code lien described in paragraph 2.

7. **City to Record Satisfaction and Release of Lien.** Upon full completion to the satisfaction of the City of all conditions set forth in paragraph 5, the City shall file Satisfactions and Releases of the code liens in the Public Records of Brevard County.

8. **Representations of the Parties.** The parties hereby each represent and warrant to the others that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the parties, constitute a legal, valid and binding obligation enforceable against the parties hereto in accordance with the terms and conditions of this Agreement.

9. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute related to this Agreement arising out of state law shall be properly located in Brevard County, Florida and any federal dispute shall be in Orlando, Florida.

10. **Amendments.** This Agreement shall not be modified or amended except by written agreement duly executed by all the parties hereto.

11. **Entire Agreement.** This Agreement supersedes any other agreement, oral or written, regarding the code liens on the Property and contains the entire agreement between the City, Owner and Buyer as to the subject matter hereof.

12. **Severability.** If any provision of this Agreement is found 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.

13. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by all parties hereto.

14. **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.

15. **City Police Power.** Owner and Buyers agree and acknowledge that 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.

16. **Interpretation**. The parties hereby agree and acknowledge that they have each participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

17. **Outstanding Liens, Taxes**. Buyers and Owner agree that one or the other shall pay any outstanding water liens attached to the property and any outstanding property taxes owed. The City makes no representation as to any other liens or interests that may be attached to the Property.

18. **Surplus Funds**. In the event the City of Cocoa is entitled to any surplus funds relating to any tax deed sale or foreclosure, this Agreement shall in no way limit the City's ability and right to receive the full amount of said surplus funds, nor shall the City's receipt of such funds reduce or eliminate the obligations of the parties to this Agreement to pay the City the $2,500 agreed upon herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the dates indicated below.

CITY OF COCOA, FLORIDA:

_____
Jake Williams, Jr., Mayor

ATTEST:

By: _____ Date:_____
City Clerk

OWNER: JOEL PITA

_____
Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Joel Pita**,who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

OWNER: DENISE PITA

_____
Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Denise Pita**,who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

BUYER: BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION, INC.

_____
Signature Authorized Representative

_____

Print Name:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

BUYER: DIAMOND SHERMIA CIERRA ANDERSON

_____
Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Diamond Shermia Cierra Anderson**,who [ ] is personally known to me or [ ] produced _____ as identification.

_____
NOTARY PUBLIC, State of _____
My commission expires:_____

CFN 2018069816, OR BK 8126 Page 985, Recorded 03/29/2018 at 02:31 PM, Scott Ellis, Clerk of Courts, Brevard County

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-881
3/15/2018

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Joel & Denise Pita
Owners of the Property located at:
1055 Mitchell Street
Cocoa FL 32922

Parcel ID: 24-36-29-78-*-19

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 1/18/2018 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 2/16/2018

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $75.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 15th , day of March, 2018

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of March, 2018, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

CFN 2016161405, OR BK 7688 Page 2821, Recorded 08/18/2016 at 09:46 AM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $209.30

PURSUANT TO THE ISSUANCE OF TITLE INSURANCE
THIS INSTRUMENT PREPARED BY AND RETURN TO:
Ryan Peterson
Southeast Professional Title, LLC
151 Southhall Lane, Ste 230
Maitland, FL 32751
Property Appraisers Parcel Identification (Folio) Numbers:
24-36-29-78-*-19

SPECIAL WARRANTY DEED

Space Above This Line For Recording Data

THIS SPECIAL WARRANTY DEED, made and executed the **12** day of **August, 2016** by **Ocean Holding Group, LLC, a Florida Limited Liability Company**, having its principal place of business at **5717 Bay Side Drive, Orlando, FL 32819**, herein called the grantor, to **Joel Pita and Denise Pita, husband and wife** whose post office address is: **638 Mesilla Dr, Kissimmee, FL 34758-2023**, hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BREVARD County, State of Florida,
viz:

Lot 19, BROADMOOR ACRES, according to the Plat thereof, recorded in Plat Book 10, page 45, of the Public Records of Brevard County, Florida.

Subject to easements, restrictions and reservations of record and to taxes for the year 2016 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees that except as above noted, at the time of delivery of this Special Warranty Deed the premises were free of all encumbrances made by them, and they will warrant and defend the same against the lawful claims of all persons claiming by, through or under grantor.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Janet M. Bogumil

Witness #1 Printed Name

Witness #2 Signature

Ryan Peterson

Witness #2 Printed Name

Ocean Holding Group, LLC, a Florida Limited Liability Company

By: _____

Benjamin Yonge, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 day of August, 2016, by Benjamin Yonge, Manager of Ocean Holding Group, LLC, a Florida Limited Liability Company on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

SEAL

Notary Signature

Ryan Peterson

Printed Notary Signature

My Commission Expires:

RYAN PETERSON
Notary Public - State of Florida
Commission # FF 239576
My Comm. Expires Jun 10, 2019
Bonded through National Notary Assn.

File No: **16-0771A**

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2720797
Owners	Pita, Joel; Pita, Denise
Mailing Address	638 Mesilla Dr Kissimmee FL 34758
Site Address	2256 S Smathers Cir Melbourne FL 32935
Parcel ID	27-37-19-03-B-27
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	53K0 - Melbourne
Total Acres	0.15
Subdivision	Bowe Gardens Sec J 1
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0012/0015
Land Description	Bowe Gardens Sec J 1 Lot 27 Blk B



VALUE SUMMARY

Category	2019	2018	2017
Market Value	$71,460	$65,730	$48,950
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$59,220	$53,840	$48,950
Assessed Value School	$71,460	$65,730	$48,950
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$59,220	$53,840	$48,950
Taxable Value School	$71,460	$65,730	$48,950

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
05/12/2015	$35,000	WD	Improved	7364/2499
05/11/2015	$49,000	WD	Improved	7368/0309
04/25/2015	--	QC	Improved	7364/2497
02/07/2015	--	QC	Improved	7298/1934
03/12/2007	--	QC	Improved	5758/0264
08/05/2005	--	QC	Improved	5511/7936
07/28/2005	--	QC	Improved	5507/3821
06/21/2005	--	QC	Improved	5507/3822
05/11/2005	--	QC	Improved	5465/3546
01/25/2005	--	QC	Improved	5413/8268
11/17/2004	--	QC	Improved	5385/1379
07/16/1999	--	QC	Improved	5484/5419
07/16/1999	--	QC	Improved	4075/2407
11/14/1986	--	QC	Improved	2748/1489
01/01/1977	--	QC	--	1705/0085
12/01/1969	--	--	--	1109/0336

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Stucco	Year Built	1958

Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	1,562	Patio - Concrete	350
Total Base Area	1,562	Screen Enclosure	224
Total Sub Area	1,562	Outbuilding	211

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

2018 Roll Details — Real Estate Account At 2256 S SMATHERS CIR, MELBOURNE

Print this page

Real Estate Account #2720797 | Parcel details | Latest bill | Full bill history

2018	2017	2016	2015	...	2005
PAID	PAID	PAID	PAID		PAID

Get Bills by Email

PAID 2018-12-21
$1,174.20
Receipt #000-19-00059771
Click to print receipt

Owner: PITA, JOEL
638 MESILLA DR
KISSIMMEE, FL 34758-0000
and 1 other
Situs: 2256 S SMATHERS CIR
MELBOURNE

Account number: 2720797
Alternate Key: 2720797
Millage code: 53K0
Millage rate: 19.2167

Assessed value: 53,840
School assessed value: 85,730



Location is not guaranteed to be accurate.

GIS - Property Appraiser
View

2018 Annual bill

Ad valorem: $1,109.52
Non-ad valorem: $101.00
Total Discountable: 1210.52
No Discount NAVA: 0.00
Total tax: $1,210.52

Legal description

BOWE GARDENS SEC 1 1 LOT 27 BLK B

Location

Geo number: 27 3719-03-B-27
Property class: 0110
Township: 27
Range: 37
Section: 19
Block: B
Lot: 27
Value code: 10
Use code: 0110
Total acres: 0.150

Addresses

Other owners: PITA, DENISE

VISA MasterCard American Express Cards DISCOVER e-check

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City of Cocoa

Code Enforcement Division
1226 West King Street, Cocoa, FL 32922

AFFIDAVIT OF COMPLIANCE

In the matter of:

Case # **17-881**

Pita, Joel & Denise
638 Melissa Dr.
Kissimmee, FL 34759

Violation Address: 1055 Mitchell St.

Personally appeared before me, Dennis Bunt , Code Manager of the City of Cocoa Code Enforcement:

1. That on 1/18/2018, the Code Enforcement Board held a public hearing and issued an Order in the above mentioned case.
2. That, pursuant to said Order, the Respondent was to have taken certain corrective action by or before 2/16/2018, for this violation or a $75.00 per day fine was to be imposed.
3. That, an inspection was performed by **Dennis Bunt** (Code Manager on 4/17/2019, and found that the corrective action ordered by the Code Enforcement Board was completed and no violation of was present.
4. In accordance with the Code Enforcement's Board order, Findings of Facts this case was brought into compliance with no further pending action.

Dennis Bunt
Code Manager
City of Cocoa
1226 West King Street
Cocoa, FL 32922

I hereby certify the forgoing instrument was acknowledged before me this 16th day of July, 2019, by a Code Manager for the City of Cocoa, who is personally known to me.

Darla D. Crowl

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

Legislation Details (With Text)

File #:	19-341	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Consider the Appointment of Mr. Lloyd Roberts as a Regular member of the Code Enforcement Board through June, 2021. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Roberts Board application.pdf 07_12_19 Consideration letter.pdf Code Enforcement Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Mr. Lloyd Roberts as a Regular member of the Code Enforcement Board through June, 2021.

BACKGROUND:

The Code Enforcement Board currently has one (1) Regular member vacancy and two (2) Alternate member vacancies. Mr. Lloyd Roberts has submitted an application for membership on the Code Enforcement Board and he currently meets all of the qualifications for board membership.

If appointed, Mr. Roberts would fulfill the term of the Regular member seat that was recently vacated by Mr. Michael Cicerrella, who passed away unexpectedly in May. Mr. Roberts term would be through June, 2021.

A current Code Enforcement Board Roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Consider the Appointment of Mr. Lloyd Roberts as a Regular member of the Code Enforcement Board through June, 2021.

Carie Shealy [redacted]

From: noreply@civicplus.com
Sent: Friday, April 19, 2019 11:16 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	Lloyd
Last Name	ROberts
Application Date	4/19/2019
Address1	1131 Grove Avenue
City	Cocoa
State	FL
Zip	32922
District	District 1
Home Phone Number	3216848449
Work Phone Number	*Field not completed.*
Cell Phone Number	3216848449
Other Phone Number	*Field not completed.*
Place of Business	1131 Grove Avenue
Title/Position Held	1131 Grove Avenue
Date of Birth*	4/19/2019 11/4/1974

E-mail Address	roberts.lloyd2@gmail.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	Code Enforcement/Drug Related Public Nuisance 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?	No
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 by	No

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.	Life long member of the city of Cocoa community and graduate of Cocoa High School. Continuing to serve the community in the field of education currently teaching in the city of Cocoa. Growing up in the community and seeing the vast changes to the community and the willingness to make a difference to help make the city a better place to live and help with its continued growth process. Willingness to help the business community build and attract new business owners to help the economy.

(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	African-American
Gender	Male
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	Lloyd A. Roberts Jr.
Date:	4/19/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

July 12, 2019

Mr. Lloyd Roberts
1131 Grove Avenue
Cocoa, FL 32922

Re: Appointment to the Code Enforcement Board

Dear Mr. Roberts:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Code Enforcement Board at the Regular City Council meeting being held on Wednesday, July 24, 2019.

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 our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, MMC
City Clerk

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756 boatshoes45@gmail.com	427-9645 cell	6/19 Reappointed 5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2022
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034 chargin316@cfl.rr.com	632-9241	06/18 Reappointed 07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2021
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2020
~~Michael A. Cicerrella~~ **VACANCY**	~~2815 Tulane Drive, 32926-5756~~ ~~mcicerrella6@gmail.com~~	~~631-0042 (h)~~ ~~536-2734 (c)~~	~~06/18 Reappointed~~ ~~05/15 Reappointed~~ ~~04/12 Reappointed~~ ~~05/09 Reappointed~~ ~~05/06 Reappointed~~ ~~11/04 To Fill an Unexpired Term~~	~~2021~~
Edward Green (replaced M. Klug)	104 Riverside Drive Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	08/18 Appointed	2021
W. Scott Hannon ~~Stephanie Moretto~~ ***RESIGNED***	1113 Westview Drive Cocoa, FL 32922 Spacecoast32922@gmail.com	443-857-9797	Filled Stephanie Moretto's seat when she resigned (4/19) 08/18 Appointed	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
VACANCY 1st Alternate				No expiration
VACANCY 2nd Alternate ~~Michael Klug~~ ***RESIGNED***	~~2106 Ivy Dr.~~ ~~Cocoa, FL 32922~~ ~~Mjvegas123@aol.com~~	~~321-514-3533~~	~~01/2019 Appointed~~	No expiration
LIAISON	Councilman Boisvert	321-403-9173	Updated 12/18	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss &			

	D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	19-350	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	7/15/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approval of a revised Investment Policy via Resolution No. 2019-066. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2019-066: Investment Policy revision 07242019.pdf CLEAN INVESTMENT POLICY Rev July 24, 2019.pdf REDLINE INVESTMENT POLICY Revised July 24 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2019
Agenda Date: July 24, 2019
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM
Through: Rebecca Bowman, MBA, CGFO, CGFM
Requested Action:
Approval of a revised Investment Policy via Resolution 19-XXX

BACKGROUND:

The City adopted an Investment Policy via Resolution 2010-101 at its regularly held meeting on July 27, 2010. The Investment Policy sets forth the investment objective and parameters for the management of public funds of the City, The policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds, when needed, and provide for and investment return competitive with comparable funds and financial market indices.

The City contracted with Public Trust Advisors on March 13, 2018 to manage the City's investments under the direction of the Finance Director and City Manager. Staff has reviewed the existing Investment Policy with Public Trust Advisors and desires to make some changes to the policy. Attached to this agenda item is a copy of a red-lined existing policy, noting the changes to the policy, and a "clean" version of the policy with the revisions. Some of the significant changes to the policy are:

A change in the Maximum Issuer Limit for Federal Instrumentalities from 25% to 40%
A change in the Maximum Issuer Limit for Interest Bearing Certificates of Deposit or Savings Accounts from 25% to 15%;
Changes in the Maximum Issuer Limit for Commercial Paper and Corporate Notes from 2% to 5%;

A change in the Maximum Allocation Limit for Intergovernmental Investment Pool from 25% to 50%'
Changes in the performance benchmarks to more closely align with the City's investments for better comparison of performance;
Further clarification of Permitted Investment Definitions;
Addition of an Investment Pool/Fund Questionnaire to be completed by Intergovernmental Investment Pool prior to investment in such vehicles.

The City's Investment Manager provided a presentation at this meeting which included a presentation of the annual investment report and a review of the revisions to the Investment Policy. The revised Investment Policy is included with resolution 19-XXX as Exhibit A.

STRATEGIC PLAN CONNECTION:

Financial Goal 1: Maintain Long-term Fiscal sustainability; Goal 2: Promote greater transparency in budgeting and financial matters.

BUDGETARY IMPACT:

Budgeted N/A
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:

The City Council previously adopted the Investment Policy via Resolution 2010-101 at its regularly

held meeting on July 27, 2010

RECOMMENDED MOTION:
Approval of a revised Investment Policy via Resolution 19-XXX

RESOLUTION NO. 2019-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE INVESTMENT POLICY FOR ANY PUBLIC FUNDS IN EXCESS OF THE AMOUNTS NEEDED TO MEET CURRENT EXPENSES PREVIOUSLY ADOPTED VIA RESOLUTION 2010-101; PROVIDING FOR INCORPORATION INTO THE CITY'S GENERAL ACCOUNTING, BUDGET, PURCHASING AND FINANCIAL POLICIES SET FORTH IN THE FINANCIAL OPERATIONS MANUAL ("FOM"); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 218.415, Florida Statutes, the City Council of the City of Cocoa is authorized to adopt an investment policy for purposes of investing public funds that are in excess of amounts needed to meet current city expenses; and

WHEREAS, pursuant to Cocoa Charter Article XIV, Section 2, the City Council shall designate the depositories for City funds, shall provide for the regular deposit of all city monies and shall provide for the proper security of all city deposits; and

WHEREAS, City Council approved an Investment Policy via Resolution 2010-101 at its regularly held meeting on July 27, 2010: and

WHEREAS, staff has reviewed the existing policy and has provided updates to the policy and is requesting City Council approval of a revised Investment Policy and for its incorporation into the existing FOM: and

WHEREAS, in furtherance of the aforementioned State Statute and its duties under the City Charter, the City Council desires to adopt this Resolution to ensure that the public funds held by the City are invested safely, prudently and responsibly; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

SECTION 1. Amendment of Investment Policy. The City Council of the City of Cocoa hereby amends the City's Investment Policy, in the form attached hereto as Exhibit A and incorporated by reference.

SECTION 2. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. Incorporation into the FOM. The City's Investment Policy, as amended herein by Exhibit A, shall be incorporated into the City's Financial Operations Manual. The existing section of the FOM consisting of the City's Investment Policy, Section 21.5, shall be stricken and replaced with the Investment Policy as amended herein by Exhibit A.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid

SECTION 5. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

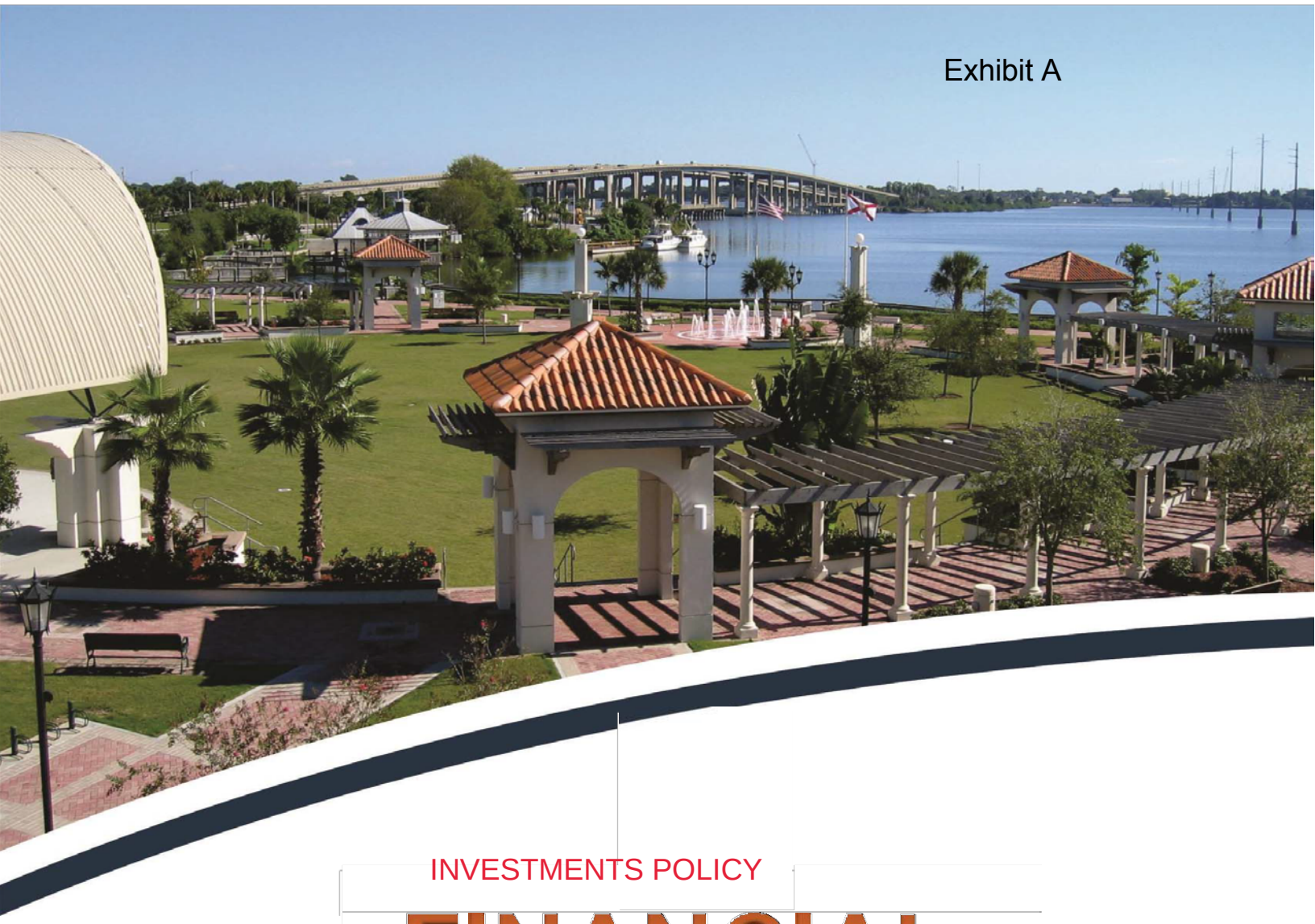
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of July, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Exhibit A



INVESTMENTS POLICY

FINANCIAL OPERATIONS MANUAL (FOM)

COCOA FLORIDA

21.5 Investment Policy
Adopted July 27, 2010; rev. July 24, 2019

Investment Policy
City of Cocoa, Florida

I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of public funds of the City of Cocoa, Florida (hereinafter "City"). This Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statues, this Policy applies to all cash and investments held or controlled by the City with the exception of the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, this policy does not apply to funds not under investment control of the City, such as the Police, Firefighters and the General Employees' Pension Funds. Cash and investment balances as defined in this Section are entirely known as "Available Funds".

III. INVESTMENT OBJECTIVES

Safety of Principal
The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes, provided any of the following occurs with respect to the replacement security:

A. Yield has been increased, or
B. Maturity has been adjusted in anticipation of interest rate changes
C. Quality of the investment has been improved

Maintenance of Liquidity
The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed ensuring the portfolios are positioned to provide sufficient liquidity.

Return on Investment
The City's investment program shall be designed with the objective of attaining a market rate of return that is similar to established benchmarks as defined in this investment policy statement. Investment returns, throughout budgetary and economic cycles, shall take into account the City's primary objective of safety of principal, diversification and and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

IV. DELEGATION OF AUTHORITY

As designated by the City Council, the responsibility for providing oversight in regards to the management of the investment program resides with the Finance Director, under the direction of the City Manager. The City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of this Investment Policy, shall have responsibility for the day to day management responsibility for the City Available Funds, with the exception of funds invested under direction of the City's Finance Director is delegated to the City's Investment Manager. However, in no way does this delegation of authority diminish the responsibility of the Finance Director to provide oversight for the City's investment program and report any deviations from the provisions of the Investment Policy to the City Manager and City Council. The Finance Director or designee will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or for the long-term core investment program. In employing an Investment Manager to manage the City's long-term investment portfolio, such Investment Manager or firm must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the Prudent Person standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing and disposing of investments of these funds, the contractor shall exercise the judgment, care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees or contractors involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Also, employees or contractors involved in the investment process shall disclose to the City Council and Investment Committee (if applicable) any material financial interests in financial institutions conducting business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director or designee shall establish a system of internal controls and operational procedures in writing and made a part of the City's Financial Operational Manual. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error and misrepresentation by third parties or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and "delivery-vs.-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy.

Independent auditors, as a normal part of the annual financial audit of the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and/or designee shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products as required by Florida Statutes 218.415 (14).

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Chief Financial Officer of the State of Florida; institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances or approved non-primary securities dealers.

All approved non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of purchase. The overall weighted average duration of principal return for the entire portfolio shall be less than three (3) years. The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

The Finance Director or designee shall determine the approximate amount of funds required to meet the day-to-day expenditure needs of the City. All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as an AAAm rated money market fund, local government investment pool, or open market securities rated AA or better and maturity of 60 days or less. The balance of the City's funds will be available for investment according to the guidelines incorporated within this Policy.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or designee and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected. If the lowest bid is not selected, a written explanation for the selection shall be submitted with the copies.

However, if obtaining bids/offers is not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Bloomberg Information Systems
B. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
C. Daily market pricing provided by the City's custodian or their correspondent institutions.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
B. When no active market exists for the issue being traded due to the age or depth of the issue
C. When a security is unique to a single dealer, for example, a private placement
D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investment instruments will not be bid, but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to the portfolio as a whole, not to the individual accounts within the portfolio. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt.

	Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
A	Florida PRIME Fund	AAAm	N/A	25%	N/A
B	United States Government Securities	N/A	5 Years	100%	N/A
C	United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
D	Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit).*	N/A	5 Years	80%	40%
E	Interest Bearing Time Certificates of Deposit or Saving Accounts	N/A	3 Years	25%	15%
F	Repurchase Agreements	N/A	90 Days	20%	5%
G	Commercial Paper	P-1/A-1	270 Days	25%	5%
H	Corporate Notes	AA rating category by any two NRSROs***	3 Years	25%	5%
I	Asset-Backed Securities (ABS)**	AAA rating category by any two NRSROs***	3 Years	25%	5%
J	Bankers' Acceptances	P-1/A-1	180 Days	15%	5%
K	State and/or Local Government Taxable and/or Tax-Exempt Debt	AA rating category by two NRSROs***	5 Years	25%	25%
L	Money Market Mutual Funds	AAAm	N/A	35%	15%
M	Intergovernmental Investment Pool	AAAm	N/A	50%	50%

*The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

** 5% of operating funds. Bond proceeds not permitted.

*** National Recognized Statistical Rating Organization (NRSRO).

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by this Policy.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks allows the City to measure its returns against other investors in the same markets.

A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's AAA Money Fund Government Index.

B. Investment performance of funds designated as core funds and other non-operating funds that have a long-term (greater than 12 months maturity) investment horizon will be compared to an index comprised primarily of U. S. Treasury and/or Government securities. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio's total rate of return

Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

XV. REPORTING

A. The City's Investment Manager shall provide, on a quarterly basis, an investment report on the City's investments to the Finance Director, the City Manager, the City Council and Investment Committee (as applicable). Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of available funds represented by each investment type
3. Coupon, discount or earning rate
4. Average life or duration and final maturity of all investments
5. Par value and market value
6. Charts and/or graphs depicting the City's investments by type/instrument compared to the policy limits

A. Annual Investment Report

On an annual basis, the City's Investment Manager shall submit to the Finance Director, City Council and Investment Committee (as applicable) a written report on the City's investment funds. The annual report shall provide at least the following information: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The annual report will show performance on both a market yield and total rate of return

basis (for actively managed investment portfolios) and will compare the results to the appropriate performance benchmarks in accordance with this investment policy. The annual report should also show the City's portfolio compared to the limits established by the Investment Policy. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB Statement 40, *Deposit and Investment Risk Disclosures*. Investment reports shall be available to the public.

B. Review of Quarterly and Annual Investment Reports

It is primarily the responsibility of the Finance Director and/or designee to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this Investment Policy, as well as to evaluate performance of the investment manager against the established performance benchmark. The Finance Director, through the City Manager, must communicate in writing to the City Council, any violations of said policy provisions or failure of the Investment Manager to meet the minimum performance benchmark.
Should such a review result in proposed strategic changes to the existing terms of this Investment Policy (i.e. asset allocation percentages-sector, sub-sector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Council, by way of the City Manager, for formal approval.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless withdrawn by such a duly authorized person. Withdrawals must be sent by wire transfer or ACH delivery to the City's primary operating bank account.

Monthly the custodian shall provide the Finance Director or designee and/or the City's Investment Manager with detailed information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, ensuring the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. For any investment transaction conducted on an internal basis, written authorization from the Finance Director is required for securities to be delivered. Securities held as collateral shall be held free and clear of any liens.

XVII. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved for the City Council.

XVIII. POLICY CONSIDERATIONS

Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Glossary of Cash and Investment Management Terms

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Asked - The price at which securities are offered

Average Life - The average length of time that issues of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA) - A draft, bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD) - A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Certificate of Deposit Account Registry Service (CDARS) – A private, patented, for-profit service that breaks up large deposits (from individuals, companies, nonprofits, public funds, etc.) and places them across a network of more than 3,000 banks and savings associations around the United States.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian

Derivatives - For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Federal Home Loan Banks (FHLB) - Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA) - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Government National Mortgage Association (GNMA OR GINNIE MAE) - Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term "pass-through" is often used to describe Ginnie Maes.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Internal Controls - An internal control structure designed to ensure the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Investment Company Act of 1940 - Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration/Florida Prime “SBA”).

Long-Term Core Investment Program – Funds that are not needed within a one year period.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Value - Current market price of a security.

Master Repurchase Agreement - A written contract covering all future transactions between parties to repurchase—reverse repurchase agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

Par - Face value or principal value of a bond, typically $1,000 per bond.

Portfolio - Collection of securities held by an investor.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Qualified Public Depository - Per Florida Statute 280, means any bank, savings bank or savings association that:

(a) Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
(b) Has its principal place of business in this state or has a branch office in this state that is authorized under the laws of this state or of the United States to receive deposits in this state.
(c) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12
U.S.C. ss.1811 seq.
(d) Meets all requirements of F.S. 280
(e) Has been designated by the Treasurer as a qualified public depository.

Rate of Return - For fixed income securities (bonds and preferred stock), current yield which is the coupon or contractual dividend rate divided by the purchase price. For common stock, dividend yield, which is the annual dividend divided by the purchase price.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Structured Notes - Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, and derivative-based returns) into their debt structure. Their market performance is impacted by fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

Swap - Trading one asset for another.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Treasury STRIPS – An acronym for “separate trading of registered interest and principal securities”. Treasury STRIPS are fixed-income securities sold at a significant discount to face value and offer no interest payments because they mature at par.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield Curve - A graph showing the relationship at a single point in time between the available maturities of a security or similar securities with essentially identical credit risk and the yields that can be earned for each of those available maturities. A graphical depiction of the term structure of interest rates at any given point in time. Yield curves may be constructed for different instruments.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual increase of the principal of the security and is payable at par upon maturity.

Credit Rating Definitions

Long-Term Debt Ratings (maturities of one year or more):

- Investment Grade Aaa
  - highest- grade
  Aa1, Aa2, Aa3 - high-grade
  A1, A2, A3 - upper-medium grade
  Baa1, Baa2, Baa3 - medium grade

- Speculative Grade
  Ba1, Ba2, Ba3 - speculative elements
  B1, B2, B3 - lack characteristics of a desirable investment
  Caa1, Caa2, Caa3 - bonds of poor standing
  Ca - highly speculative
  C - lowest rating, extremely poor prospects of attaining any real investment standing

Short-Term Debt Ratings (maturities of less than one year):

Prime-1 (highest quality)
Prime-2
Prime-3

Ratings Definitions – Standard and Poor's

'AAA'	Extremely strong capacity to meet financial commitments. Highest Rating.
'AA'	Very strong capacity to meet financial commitments.
'A'	Strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances.
'BBB'	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
'BBB-'	Considered lowest investment grade by market participants.
'BB+'	Considered highest speculative grade by market participants.
'BB'	Less vulnerable in the near-term but faces major ongoing uncertainties due to adverse business, financial and economic conditions.
'B'	More vulnerable to adverse business, financial and economic conditions but currently has the capacity to meet financial commitments.
'CCC'	Currently vulnerable and dependent on favorable business, financial and economic conditions to meet financial commitments.
'CC'	Currently highly vulnerable.
'C'	Currently highly vulnerable obligations and other defined circumstances.
'D'	Payment defaults on financial commitments.

Note: Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Bond Rating Grades

Credit Risk	Moody's	Standard and Poor's	Fitch Ratings
Investment Grade			
Highest Quality	Aaa	AAA	AAA
High Quality	Aa	AA	AA
Upper Medium	A	A	A
Medium	Baa	BBB	BBB
Not Investment			
Lower Medium	Ba	BB	BB
Lower Grade	B	B	B
Poor Grade	Ca	CCC	CCC
Speculative	Ca	CC	CC
No Payments /	C	D	C
In Default	C	D	D

Attachment A
Permitted Investment Definitions

The following paragraphs detail the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to all assets, and not to the individual portfolios within the City's investment program. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt, unless otherwise specified within the Trust Indenture for within the Official Statement of the debt issuance.

The Finance Director and the Investment Manager also recognizes that the City's Investment Policy should be a document that is reviewed at least annually, to coincide with current financial market conditions. As such, it is the responsibility of the Investment Manager, to periodically recommend changes in investment strategies (i.e. percentage allocations-sector, sub-sector, issuer), and performance benchmarks, based on the City's risk tolerances and currently available financial market information, for consideration by the City's Finance Director. Such recommendations will be approved by the Finance Director, and when changes to this Investment Policy Statement are required to implement recommended changes, the recommendations shall be communicated to the City Council, by way of the City Manager, for formal approval.

A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND ("FLPRIME")

1. Purchase Authorization
   Florida Local Government Surplus Funds Trust Fund/FLPRIME

2. Portfolio Composition
   A maximum of 25% of available funds may be invested in FLPRIME.

B. UNITED STATES GOVERNMENT SECURITIES

1. Purchase Authorization
   Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

   Cash Management Bills
   Treasury Securities – State and Local Government Series ("SLGS")
   Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips

2. Portfolio Composition
   A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available

funds.

3. Maturity Limitations
The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

C. UNITED STATES GOVERNMENT AGENCIES

1. Purchase Authorization
Bonds, debentures, notes or callable issues or guaranteed by the United States Governments Agencies, provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage-backed securities. The adjustable interest rate securities are to only adjust to the US Treasury indices. Such securities will include, but not be limited to the following:

United States Export – Import Bank
-Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
-Certificates of beneficial ownership Federal Financing Bank
-Discount notes, notes and bonds Federal Housing Administration Debentures
Government National Mortgage Association (GNMA)
-GNMA guaranteed mortgage-backed bonds
-GNMA guaranteed pass-through obligations General Services Administration
United States Maritime Administration Guaranteed
-Title XI Financing New Communities Debentures
-United States Government guaranteed debentures United States Public Housing Notes and Bonds
-United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
-Project notes and local authority bonds

2. Portfolio Composition
A maximum of 50% of available funds may be invested in United States Government Agencies.

3. Limits on Individual Issuers
A maximum of 25% of available funds may be invested in individual United States Government Agencies.

4. Maturity Limitations
The maximum length to maturity for an investment in any United States Government Agency Security is five years (5) years from the date of purchase.

D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED AGENCIES)

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by United States Government sponsored agencies (Federal Instrumentalities), which are non- full faith and credit agencies. This includes adjustable and fixed rate mortgage-backed securities. Sub-prime, Alt-A and other non-first lien mortgage securities are prohibited. Permitted adjustable interest rate securities are to only adjust to the US Treasury indices. These are limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition
A maximum of 80% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers
A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations
The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of purchase. Mortgage backed securities will have average duration not greater than five (5) years.

E. INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS

1. Purchase Authorization
Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition
A maximum of 15% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers
A maximum of 10% of available funds may be deposited with any one issuer.

4. Limits on Maturities
The maximum maturity on any certificate shall be no greater than three (3) year from the date of purchase.

F. REPURCHASE AGREEMENTS

1. Purchase Authorization
   a. Repurchase agreements composed of only those investments authorized in Section

XII. B, C, and D. All firms are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained.

c. Securities authorized for collateral must have maturities less than five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Finance Director or designee and/or the City's Investment Manager.

d. The overnight sweep arrangement shall adhere to the agreement between the City and the City's depository bank.

2. Portfolio Composition
A maximum of 20% of available funds may be invested in repurchase agreements excluding one (1)-business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one institution excluding one (1)-business day agreements and overnight sweep agreements.

4. Limits on Maturities
The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. COMMERCIAL PAPER

1. Purchase Authorization
Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and/or "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies at the time of purchase.

2. Portfolio Composition
A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Sectors
A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one issuer.

5. Maturity Limitations
The maximum length to maturity for prime commercial paper shall be 270 days from the

date of purchase.

H. CORPORATE NOTES

1. Purchase Authorization
   Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum “Aa” by Moody’s and/or a minimum long term debt rating of “AA” by Standard & Poor’s.

2. Portfolio Composition
   A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Sectors
   A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
   A maximum of 5% of available funds may be invested with any one issuer.

5. Maturity Limitations
   The maximum length to maturity for corporate notes shall be three (3) years from the date of purchase.

I. ASSET BACKED SECURITIES

1. Purchase Authorization
   Asset Backed Securities (ABS) issued by a corporation organized and operating within the United States by or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, of “Aaa” by Moody’s and/or “AAA” by Standard & Poor’s.

2. Portfolio Composition
   A maximum of 25% of available funds may be directly invested in Asset Backed Securities.

3. Limits on Individual Sectors
   A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
   A maximum of 5% of available funds may be directly invested in any one issuer.

5. Maturity Limitations
   A maximum length to maturity for Asset Backed Securities shall be three (3) years from the date of purchase.

J. BANKERS’ ACCEPTANCES

1. Purchase Authorization
   Bankers’ acceptances issued by a domestic bank or a federally chartered domestic office

of a foreign bank, which are eligible for purchase by the Federal Reserve System if, at the time of purchase, the short-term paper is rated, at a minimum, “P-1” by Moody's Investors Services and “A-1” Standard & Poor's.

2. Portfolio Composition
   A maximum of 15% of available funds may be directly invested in Bankers’ acceptances

3. Limits on Individual Issuers
   A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations
   The maximum length to maturity for Bankers’ acceptances shall be 180 days from the date of purchase.

K. STATE AND/OR LOCAL GOVERNMENT TAXABLE AND/OR TAX-EXEMPT DEBT

1. Purchase Authorization
   State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least “Aa” by Moody’s and/or “AA” by Standard & Poor’s for long-term debt, or rated at least “MIG-2” by Moody’s and “SP-2” by Standard & Poor’s for short-term debt.

   The City may purchase its own outstanding obligations with the agreement of the Finance Director, the City Manager, the Investment Manager and the City’s Bond Counsel; as applicable and allowable by federal regulations.

2. Portfolio Composition
   A maximum of 25% of available funds may be invested in taxable and tax- exempt General Obligation bonds.

   A maximum of 10% of available funds may be invested in taxable and tax- exempt Revenue and Excise Tax bonds of the various municipalities of the State of Florida, provided none of such securities have been in default within five (5) years prior to the date of purchase.

3. Maturity Limitations
   A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

L. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)

1. Investment Authorization
   Shares in open-end, no-load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to $1.00.

2. Portfolio Composition
   A maximum of 35% of available funds may be invested in money market funds.

3. Limits of Individual Issuers
   A maximum of 15% of available funds may be invested with any one money market fund.

4. Rating Requirements
   The money market funds shall be rated “AAAm” or “AAAm-G” or better by Standard & Poor’s or the equivalent by another rating agency.

5. Due Diligence Requirements
   A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City’s Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

M. INTERGOVERNMENTAL INVESTMENT POOL

1. Investment Authorization
   Intergovernmental investment pools that are authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Section 163.01, Florida Statutes and provided said funds contain no derivatives. Prior to investing in any intergovernmental investment pool, the pool provider must submit responses to the Pool/Fund Questionnaire in Attachment B of this policy.

2. Portfolio Composition
   A maximum of 50% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements
   A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City’s Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

4. Rating Requirements
   The money market funds shall be rated “AAAm” or “AAAm-G” or better by Standard & Poor’s or the equivalent by another rating agency.

Attachment B

Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

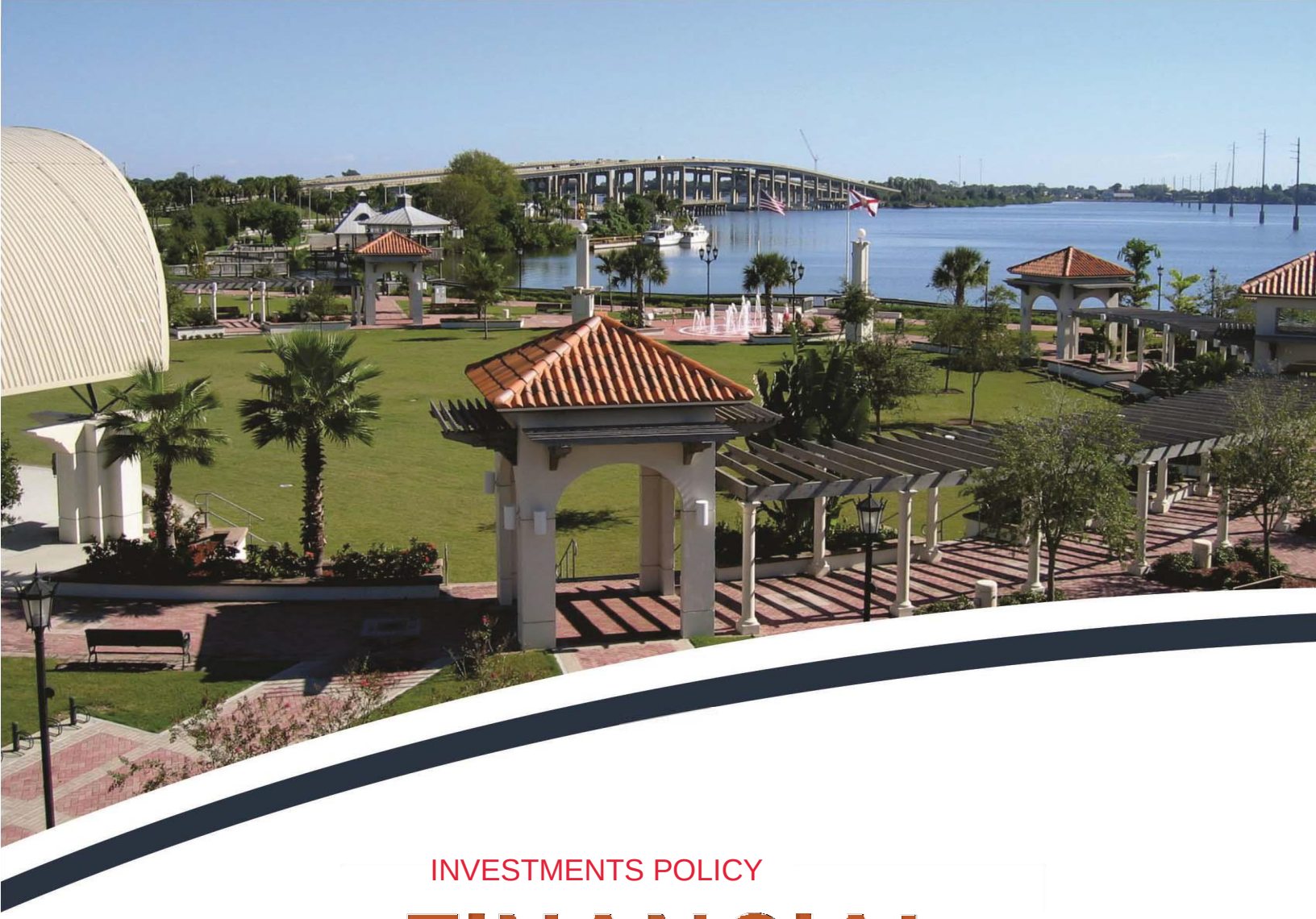
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/fund?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?



INVESTMENTS POLICY

FINANCIAL OPERATIONS MANUAL (FOM)

COCOA FLORIDA

21.5 Investment Policy
Adopted July 27, 2010

Investment Policy
City of Cocoa, Florida

I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of public funds of the City of Cocoa, Florida (hereinafter "City"). This Policy is designed to safeguard the City's funds, ensure the availability of operating and capital funds when needed, and provide for an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statues, this Policy applies to all cash and investments held or controlled by the City with the exception of the City's funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, this policy does not apply to funds not under investment control of the City, such as the Police, Firefighters and the General Employees' Pension Funds. Cash and investment balances as defined in this Section are entirely known as "Available Funds".

III. INVESTMENT OBJECTIVES

Safety of Principal
The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes, provided any of the following occurs with respect to the replacement security:

A. Yield has been increased, or
B. Maturity has been adjusted in anticipation of interest rate changes
C. Quality of the investment has been improved

Maintenance of Liquidity
The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed ensuring the portfolios are positioned to provide sufficient liquidity.

Return on Investment
The City's investment program shall be designed with the objective of attaining a market rate of return that is similar to established benchmarks as defined in this investment policy statement. Investment returns, throughout budgetary and economic cycles, shall take into account the the City's primary objective of safety of principal, diversification and and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

IV. DELEGATION OF AUTHORITY

As designated by the City Council, the responsibility for providing oversight in regards to the management of the investment program resides with the Finance Director, under the direction of the City Manager. The City's Investment Manager, who has been afforded discretionary authority in executing investment transactions, in accordance with the terms of this Investment Policy, shall have responsibility for the day to day management responsibility for the City Available Funds, with the exception of funds invested under direction of the City's Finance Director is delegated to the City's Investment Manager,. However, in no way does this delegation of authority diminish the responsibility of the Finance Director to provide oversight for the City's investment program and report any deviations from the provisions of the Investment Policy to the City Manager and City Council. The Finance Director or designee will further be responsible for the transferring of appropriate funds to affect investment transactions as recommended by the City's Investment Manager or for the long-term core investment program. In employing an Investment Manager to manage the City's long-term investment portfolio, such Investment Manager or firm must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the Prudent Person standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing and disposing of investments of these funds, the contractor shall exercise the judgment, care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees or contractors involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Also, employees or contractors involved in the investment process shall disclose to the City Council and Investment Committee (if applicable) any material financial interests in financial institutions conducting business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director or designee shall establish a system of internal controls and operational procedures in writing and made a part of the City's Financial Operational Manual. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error and misrepresentation by third parties or imprudent actions by employees. The written procedures should include reference to safekeeping/custodial, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and "delivery-vs.-payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy.

Independent auditors, as a normal part of the annual financial audit of the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and/or designee shall annually complete 8 hours of continuing education in subjects or course of study related to investment practices and products as required by Florida Statutes 218.415 (14).

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisors shall only purchase securities from financial institutions, which are qualified as public depositories by the Chief Financial Officer of the State of Florida; institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances or approved non-primary securities dealers.

All approved non-primary securities dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the NASD for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary securities dealers as designated by the Federal Reserve Bank of New York.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements.

A. Maturity Guidelines

Securities purchased by or on behalf of the City shall have a final maturity of five (5) years or less from the date of purchase. The overall weighted average duration of principal return for the entire portfolio shall be less than three (3) years. The maturities of the underlying securities of a repurchase

agreement will follow the requirements of the Master Repurchase Agreement.

B. Liquidity Requirements

The Finance Director or designee shall determine the approximate amount of funds required to meet the day-to-day expenditure needs of the City. All funds in the depository bank may be "swept" each night into a fully collateralized repurchase agreement or money market fund. In order to have an available source of funds to meet unexpected cash requirements, a minimum of two months operating expenses will be invested within an overnight investment vehicle such as an AAAm rated money market fund, local government investment pool, or open market securities rated AA or better and maturity of 60 days or less. The balance of the City's funds will be available for investment according to the guidelines incorporated within this Policy.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or designee and/or the City's Investment Manager has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected. If the lowest bid is not selected, a written explanation for the selection shall be submitted with the copies.

However, if obtaining bids/offers is not feasible and appropriate, securities may be purchased/sold utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Bloomberg Information Systems
B. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
C. Daily market pricing provided by the City's custodian or their correspondent institutions.

Examples of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
B. When no active market exists for the issue being traded due to the age or depth of the issue
C. When a security is unique to a single dealer, for example, a private placement
D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investment instruments will not be bid, but may be placed with the City's depository bank relating to the demand account for which the investment instrument was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or designee and/or the City's Investment Manager may sell the investment at the then-prevailing market price and place the proceeds into the proper account with the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to the portfolio as a whole, not to the individual accounts within the portfolio. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt.

*The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.
** 5% of operating funds. Bond proceeds not permitted.

	Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
A	Florida PRIME Fund	AAAm	N/A	25%	N/A
B	United States Government Securities	N/A	5 Years	100%	N/A
C	United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
D	Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit).*	N/A	5 Years	80%	~~25~~40%
E	Interest Bearing Time Certificates of Deposit or Saving Accounts	N/A	3 Years	25%	~~25~~15%
F	Repurchase Agreements	N/A	90 Days	20%	5%
G	Commercial Paper	P-1/A-1	270 Days	25%	5%
H	Corporate Notes	AA rating category by any two NRSROs***	3 Years	25%	5%
I	Asset-Backed Securities (ABS)**	AAA rating category by any two NRSROs***	3 Years	25%	5%
J	Bankers' Acceptances	P-1/A-1	180 Days	15%	5%
K	State and/or Local Government Taxable and/or Tax-Exempt Debt	AA rating category by two NRSROs***	5 Years	25%	25%
L	Money Market Mutual Funds	AAAm	N/A	35%	15%
M	Intergovernmental Investment Pool	AAAm	N/A	50%	50%

*** National Recognized Statistical Rating Organization (NRSRO).

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

The City may not invest in investment products that include the use of derivatives. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. Reverse repurchase agreements are not permitted by this Policy.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks allows the City to measure its returns against other investors in the same markets.

A. The short-term investment portfolio shall be designed with the annual objective of exceeding the return of the Standard & Poor's AAA Money Fund Government Index.

~~B. The long-term investment portfolio shall be designed with the annual objective of exceeding the return of the Merrill Lynch 1-3 Year Treasury/Agency Index compared to the portfolio's total rate of return. The Merrill Lynch 1-3 Year Treasury/Agency Index represents all U.S. Treasury/Agency securities maturing over one year, but less than three years. This maturity range is an appropriate benchmark based on the objectives of the City.~~

C. Investment performance of funds designated as core funds and other non-operating funds that have a long-term (greater than 12 months maturity) investment horizon will be compared to an index comprised primarily of U. S. Treasury and/or Government securities. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio's total rate of return

Investment advisors will report performance on both book value and total rate of return basis and compare results to the above-stated benchmarks for all actively managed portfolios. Investment advisors will report on book value for passively managed portfolios.

XV. REPORTING

A. The City's Investment Manager shall provide, on a quarterly basis, an investment report on the City's investments to the Finance Director, the City Manager, the City Council and Investment Committee (as applicable). Schedules in the quarterly report should include the following:

1. A listing of individual securities held at the end of the reporting period
2. Percentage of available funds represented by each investment type
3. Coupon, discount or earning rate

4. Average life or duration and final maturity of all investments

5. Par value and market value

6. Charts and/or graphs depicting the City's investments by type/instrument compared to the policy limits

B. Annual Investment Report

On an annual basis, the City's Investment Manager shall submit to the Finance Director, City Council and Investment Committee (as applicable) a written report on the City's investment funds. The annual report shall provide at least the following information: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment.

The annual report will show performance on both a market yield and total rate of return basis (for actively managed investment portfolios) and will compare the results to the appropriate performance benchmarks in accordance with this investment policy. The annual report should also show the City's portfolio compared to the limits established by the Investment Policy. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. In addition, the annual report shall provide all disclosures as required by GASB Statement 40, *Deposit and Investment Risk Disclosures*. Investment reports shall be available to the public.

C. Review of Quarterly and Annual Investment Reports

It is primarily the responsibility of the Finance Director and/or designee to perform a thorough review of all investment reports provided by the Investment Manager to ensure compliance with the terms of this Investment Policy, as well as to evaluate performance of the investment manager against the established performance benchmark. The Finance Director, through the City Manager, must communicate in writing to the City Council, any violations of said policy provisions or failure of the Investment Manager to meet the minimum performance benchmark.

Should such a review result in proposed strategic changes to the existing terms of this Investment Policy (i.e. asset allocation percentages-sector, sub-sector, issuer), based on existing financial market conditions, such proposed revisions will be presented to the City Council, by way of the City Manager, for formal approval.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless withdrawn by such a duly authorized person. Withdrawals must be sent by wire transfer or ACH delivery to the City's primary operating bank account.

Monthly the custodian shall provide the Finance Director or designee and/or the City's Investment Manager with detailed information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, ensuring the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. For any investment transaction conducted on an internal basis, written authorization from the Finance Director is required for securities to be delivered. Securities held as collateral shall be held free and clear of any liens.

XVII. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved for the City Council.

XVIII. POLICY CONSIDERATIONS

Any investment currently held that does not meet the guidelines of this policy shall be temporarily exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Attachment A
Permitted Investment Definitions

The following paragraphs detail the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary by the Finance Director or designee and/or the City's Investment Manager. The City shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment. All investment allocation limits apply to all assets, and not to the individual portfolios within the City's investment program. Investments not listed in this Policy are prohibited. The following requirements do not apply to funds derived from the sale of debt, unless otherwise specified within the Trust Indenture for within the Official Statement of the debt issuance.

The Finance Director and the Investment Manager also recognizes that the City's Investment Policy should be a document that is reviewed at least annually, to coincide with current financial market conditions. As such, it is the responsibility of the Investment Manager, to periodically recommend changes in investment strategies (i.e. percentage allocations-sector, sub-sector, issuer), and performance benchmarks, based on the City's risk tolerances and currently available financial market information, for consideration by the City's Finance Director.. Such recommendations will be approved by the Finance Director, and when changes to this Investment Policy Statement are required to implement recommended changes, the recommendations shall communicated to the City Council, by way of the City Manager, for formal approval.

A. THE FLORIDA LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND ("FLPRIME")

1. Purchase Authorization
   Florida Local Government Surplus Funds Trust Fund/FLPRIME

2. Portfolio Composition
   A maximum of 25% of available funds may be invested in FLPRIME.

B. UNITED STATES GOVERNMENT SECURITIES

1. Purchase Authorization
   Negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

   Cash Management Bills
   Treasury Securities – State and Local Government Series ("SLGS")
   Treasury Bills, Treasury Notes, Treasury Bonds and Treasury Strips

2. Portfolio Composition
   A maximum of 100% of available funds may be invested in the United States Government Securities with the exception of Treasury Strips which are limited to 10% of available funds.

3. Maturity Limitations
   The maximum length to maturity of any direct investment in the United States Government

Securities is five (5) years from the date of purchase.

C. UNITED STATES GOVERNMENT AGENCIES

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by the United States Governments Agencies, provided such obligations are backed by the full faith and credit of the United States Government. This includes adjustable and fixed rate mortgage-backed securities. The adjustable interest rate securities are to only adjust to the US Treasury indices. Such securities will include, but not be limited to the following:

United States Export – Import Bank
-Direct obligations or fully guaranteed certificates of beneficial ownership
Farmer Home Administration
-Certificates of beneficial ownership Federal Financing Bank
-Discount notes, notes and bonds Federal Housing Administration Debentures
Government National Mortgage Association (GNMA)
-GNMA guaranteed mortgage-backed bonds
-GNMA guaranteed pass-through obligations General Services Administration
United States Maritime Administration Guaranteed
-Title XI Financing New Communities Debentures
-United States Government guaranteed debentures United States Public Housing Notes and Bonds
-United States Government guaranteed public housing notes and bonds
United States Department of Housing and Urban Development
-Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government Agencies.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in individual United States Government Agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government Agency Security is five years (5) years from the date of purchase.

D. FEDERAL INSTRUMENTALITIES (UNITED STATES SPONSORED AGENCIES)

1. Purchase Authorization

Bonds, debentures, notes or callable issues or guaranteed by United States Government sponsored agencies (Federal Instrumentalities), which are non- full faith and credit agencies. This includes adjustable and fixed rate mortgage-backed securities. Sub-prime, Alt-A and other non-first lien mortgage securities are prohibited. Permitted adjustable interest rate securities are to only adjust to the US Treasury indices. These are limited to the following:

Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its City banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition
   A maximum of 80% of available funds may be invested in Federal Instrumentalities.

3. Limits on Individual Issuers
   A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations
   The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of purchase. Mortgage backed securities will have average duration not greater than five (5) years.

E. INTEREST BEARING TIME DEPOSIT OR SAVING ACCOUNTS

1. Purchase Authorization
   Non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes. Additionally, the bank shall not be listed with any recognized credit watch information service.

2. Portfolio Composition
   A maximum of 15% of available funds may be invested in non-negotiable interest bearing time certificates of deposit.

3. Limits on Individual Issuers
   A maximum of 10% of available funds may be deposited with any one issuer.

4. Limits on Maturities
   The maximum maturity on any certificate shall be no greater than three (3) year from the date of purchase.

F. REPURCHASE AGREEMENTS

1. Purchase Authorization
   a. Repurchase agreements composed of only those investments authorized in Section XII. B, C, and D. All firms are required to sign the City's Master Repurchase Agreement prior to the execution of a repurchase agreement transaction.

   b. A third party custodian with whom the City has a current custodial agreement shall hold the collateral for all repurchase agreements with a term longer than one (1) business day. A clearly marked receipt that shows evidence of ownership must be supplied to the Finance Director or designee and retained.

   c. Securities authorized for collateral must have maturities less than five (5) years and with market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Immaterial short-term deviations from the 102 percent requirement are permissible only upon the approval of the Finance Director or designee and/or the City's Investment Manager.

   d. The overnight sweep arrangement shall adhere to the agreement between the City and the City's depository bank.

2. Portfolio Composition
A maximum of 20% of available funds may be invested in repurchase agreements excluding one (1)-business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers
A maximum of 5% of available funds may be invested with any one institution excluding one (1)-business day agreements and overnight sweep agreements.

4. Limits on Maturities
The maximum length to maturity of any repurchase agreement is 90 days from the date of purchase.

G. COMMERCIAL PAPER

1. Purchase Authorization
Commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and/or "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies at the time of purchase.

2. Portfolio Composition
A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Sectors
A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
A maximum of ~~2~~5% of available funds may be invested with any one issuer.

5. Maturity Limitations
The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. CORPORATE NOTES

1. Purchase Authorization
Corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time or purchase, at a minimum "Aa" by Moody's and/or a minimum long term debt rating of "AA" by Standard & Poor's.

2. Portfolio Composition
A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Sectors
A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
A maximum of ~~2~~5% of available funds may be invested with any one issuer.

5. Maturity Limitations
The maximum length to maturity for corporate notes shall be three (3) years from the date of purchase.

I. ASSET BACKED SECURITIES

1. Purchase Authorization
   Asset Backed Securities (ABS) issued by a corporation organized and operating within the United States by or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, of "Aaa" by Moody's and/or "AAA" by Standard & Poor's.

2. Portfolio Composition
   A maximum of 25% of available funds may be directly invested in Asset Backed Securities.

3. Limits on Individual Sectors
   A maximum of 10% of available funds may be invested with any one sector.

4. Limits on Individual Issuers
   A maximum of 5% of available funds may be directly invested in any one issuer.

5. Maturity Limitations
   A maximum length to maturity for Asset Backed Securities shall be three (3) years from the date of purchase.

J. BANKERS' ACCEPTANCES

1. Purchase Authorization
   Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System if, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's.

2. Portfolio Composition
   A maximum of 15% of available funds may be directly invested in Bankers' acceptances

3. Limits on Individual Issuers
   A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations
   The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.

K. STATE AND/OR LOCAL GOVERNMENT TAXABLE AND/OR TAX-EXEMPT DEBT

1. Purchase Authorization
   State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and/or "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

   The City may purchase its own outstanding obligations with the agreement of the Finance Director, the City Manager, the Investment Manager and the City's Bond Counsel; as

applicable and allowable by federal regulations.

2. Portfolio Composition
A maximum of 25% of available funds may be invested in taxable and tax- exempt General Obligation bonds.

A maximum of 10% of available funds may be invested in taxable and tax- exempt Revenue and Excise Tax bonds of the various municipalities of the State of Florida, provided none of such securities have been in default within five (5) years prior to the date of purchase.

3. Maturity Limitations
A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

L. REGISTERED INVESTMENT COMPANIES (MONEY MARKET MUTUAL FUNDS)

1. Investment Authorization
Shares in open-end, no-load provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to $1.00.

2. Portfolio Composition
A maximum of 35% of available funds may be invested in money market funds.

3. Limits of Individual Issuers
A maximum of 15% of available funds may be invested with any one money market fund.

4. Rating Requirements
The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's or the equivalent by another rating agency.

5. Due Diligence Requirements
A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

M. INTERGOVERNMENTAL INVESTMENT POOL

1. Investment Authorization
2. Intergovernmental investment pools that are authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Section 163.01, Florida Statutes and provided said funds contain no derivatives. Prior to investing in any intergovernmental investment pool, the pool provider must submit responses to the Pool/Fund Questionnaire in Attachment B of this policy. Portfolio Composition
A maximum of ~~25~~50% of available funds may be invested in intergovernmental investment pools.

3. Due Diligence Requirements
A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director or designee

and/or the City's Investment Manager containing a list of questions covering the major aspects of any investment pool/fund.

4. Rating Requirements
The money market funds shall be rated "AAAm" or "AAAm-G" or better by Standard & Poor's or the equivalent by another rating agency.

Attachment B

Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/fund?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Attachment

Glossary of Cash and Investment Management Terms

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Asked - The price at which securities are offered

Average Life - The average length of time that issues of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA) - A draft, bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Broker - A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD) - A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Certificate of Deposit Account Registry Service (CDARS) – A private, patented, for-profit service that breaks up large deposits (from individuals, companies, nonprofits, public funds, etc.) and places them across a network of more than 3,000 banks and savings associations around the United States.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Dealer - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian

Derivatives - For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations ("CMOs") are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Federal Home Loan Banks (FHLB) - Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal National Mortgage Association (FNMA) - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Government National Mortgage Association (GNMA OR GINNIE MAE) - Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by full faith and credit of the U. S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term "pass-through" is often used to describe Ginnie Maes.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Internal Controls - An internal control structure designed to ensure the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Investment Company Act of 1940 - Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration/Florida Prime "SBA").

Long-Term Core Investment Program – Funds that are not needed within a one year period.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Value - Current market price of a security.

Master Repurchase Agreement - A written contract covering all future transactions between parties to repurchase—reverse repurchase agreement that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity".

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short- term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

Par - Face value or principal value of a bond, typically $1,000 per bond.

Portfolio - Collection of securities held by an investor.

Principal - The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

Qualified Public Depository - Per Florida Statute 280, means any bank, savings bank or savings association that:

(a) Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
(b) Has its principal place of business in this state or has a branch office in this state that is authorized under the laws of this state or of the United States to receive deposits in this state.
(c) Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.
(d) Meets all requirements of F.S. 280
(e) Has been designated by the Treasurer as a qualified public depository.

Rate of Return - For fixed income securities (bonds and preferred stock), current yield which is the coupon or contractual dividend rate divided by the purchase price. For common stock, dividend yield, which is the annual dividend divided by the purchase price.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Structured Notes - Notes issued by government sponsored enterprises (FHLB, FNMA, SLMA, etc.) and corporations which have imbedded options (e.g. call features, step-up coupons, floating rate coupons, and derivative-based returns) into their debt structure. Their market performance is impacted by fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

Swap - Trading one asset for another.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from $1,000 to $1 million or more.

Treasury Bonds - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of $1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Treasury STRIPS – An acronym for “separate trading of registered interest and principal securities”. Treasury STRIPS are fixed-income securities sold at a significant discount to face value and offer no interest payments because they mature at par.

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield Curve - A graph showing the relationship at a single point in time between the available maturities of a security or similar securities with essentially identical credit risk and the yields that can be earned for each of those available maturities. A graphical depiction of the term structure of interest rates at any given point in time. Yield curves may be constructed for different instruments.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual increase of the principal of the security and is payable at par upon maturity.

Credit Rating Definitions

Long-Term Debt Ratings (maturities of one year or more):

- Investment Grade Aaa -
  highest- grade
  Aa1, Aa2, Aa3 - high-grade
  A1, A2, A3 - upper-medium grade
  Baa1, Baa2, Baa3 - medium grade

- Speculative Grade
  Ba1, Ba2, Ba3 - speculative elements
  B1, B2, B3 - lack characteristics of a desirable investment
  Caa1, Caa2, Caa3 - bonds of poor standing
  Ca - highly speculative
  C - lowest rating, extremely poor prospects of attaining any real investment standing

Short-Term Debt Ratings (maturities of less than one year):

Prime-1 (highest quality)
Prime-2
Prime-3

Ratings Definitions – Standard and Poor's

'AAA'	Extremely strong capacity to meet financial commitments. Highest Rating.
'AA'	Very strong capacity to meet financial commitments.
'A'	Strong capacity to meet financial commitments, but somewhat susceptible to adverse economic conditions and changes in circumstances.
'BBB'	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
'BBB-'	Considered lowest investment grade by market participants.
'BB+'	Considered highest speculative grade by market participants.
'BB'	Less vulnerable in the near-term but faces major ongoing uncertainties due to adverse business, financial and economic conditions.

'B'	More vulnerable to adverse business, financial and economic conditions but currently has the capacity to meet financial commitments.
'CCC'	Currently vulnerable and dependent on favorable business, financial and economic conditions to meet financial commitments.
'CC'	Currently highly vulnerable.
'C'	Currently highly vulnerable obligations and other defined circumstances.
'D'	Payment defaults on financial commitments.

Note: Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Bond Rating Grades

Credit Risk	Moody's	Standard and Poor's	Fitch Ratings
Investment Grade			
Highest Quality	Aaa	AAA	AAA
High Quality	Aa	AA	AA
Upper Medium	A	A	A
Medium	Baa	BBB	BBB
Not Investment Grade			
Lower Medium	Ba	BB	BB
Lower Grade	B	B	B
Poor Grade	Caa	CCC	CCC
Speculative	Ca	CC	CC
No Payments / Bankruptcy	C	D	C
In Default	C	D	D

Legislation Details (With Text)

File #:	19-314	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/26/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Award Bid No. B-19-18-COC, “WFO/Wastewater Collections Submersible Wastewater Pumps” to Barney’s Pumps of Lakeland, Florida, for the Systematic Replacement of Lift Station Pumps, Project No. WS1141. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-19-18-COC TAB SHEET (FINAL) B-19-18-COC Final MEMO Barney's Bid Form & Exceptions.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2019
Agenda Date: July 24, 2019
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award Bid No. B-19-18-COC, “WFO/Wastewater Collections Submersible Wastewater Pumps” to Barney’s Pumps of Lakeland, Florida, for the Systematic Replacement of Lift Station Pumps, Project No. WS1141

BACKGROUND:

Project No. WS1141 was established to replace aging lift station pumps with newer more efficient pumps annually. In FY19, fourteen (14) pumps have been identified by the Sewer Field Operations staff as candidates for replacement due to age, number of cycles, etc.

Bids for the subject offering were opened on May 31, 2019, at 3:00 p.m. Purchasing sent out two hundred eighty-one (281) invitations and notifications to bid, and received five (5) responses from twenty-four (24) plan holders. The apparent low bidder is Barney’s Pumps, Inc. of Lakeland, Florida.

Staff requests the approval of Bid B-19-18-COC in order to proceed with the systematic replacement of lift station pumps.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	No
Amount Requested	$69,000
Account Number	421-4125-536.46-00, WS1141
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On June 23, 2015, City Council approved the award of Bid #B-15-16-COC, “Submersible Wastewater Pumps” to Barney’s Pumps of Lakeland, Florida, for the systematic replacement of lift station pumps, Project No. WS1141.

RECOMMENDED MOTION:

To Award Bid No. B-19-18-COC, “WFO/Wastewater Collections Submersible Wastewater Pumps” to Barney’s Pumps of Lakeland, Florida, for the Systematic Replacement of Lift Station Pumps, Project No. WS1141.

TABULATION SHEET

WFO/WASTEWATER COLLECTIONS SUBMERSIBLE WASTE WATER PUMPS

BID OPENING DATE: FRIDAY, May 31, 2019

BID NO. B-19-18-COC

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				Receipt of Addendum	00311 Exceptions	00485 Drug Free
CDPW Inc. 710 W. Park Ave Edgewater, FL 32132	Y	NA	Y	Y	Y	1 2 3 4 5 6 7 **Total Base Bid:**	$4,440.00 $4,440.00 $7,205.00 $7,205.00 $7,205.00 $7,205.00 $10,667.00	8 9 10 11 12 13 14	$10,667.00 $7,398.00 $7,398.00 $8,010.00 $8,010.00 $10,612.00 $10,612.00 $111,074.00	Y	Y	Y
Omni Pump Repairs, Inc. 9224 Chestnut Ave Franklin Park, IL 60131	Y	NA	Y	Y	Y	1 2 3 4 5 6 7 **Total Base Bid:**	$2,600.00 $2,600.00 $4,100.00 $4,100.00 $4,100.00 $4,100.00 $6,900.00	8 9 10 11 12 13 14	$6,900.00 $5,000.00 $5,000.00 $5,000.00 $5,000.00 $7,000.00 $7,000.00 $69,400.00	N	Y	Y
Florida Armature Works, Inc. 2460 Smith Street Kissimmee, FL 34744 *** NO BID RESPONSE ***						1 2 3 4 5 6 7 **Total Base Bid:**		8 9 10 11 12 13 14	$0.00			

Barney's Pumps	Y	NA	Y	Y	Y	1	$3,150.00	8	$5,000.00	N	Y	Y
P.O. Box 3529						2	$3,150.00	9	$4,900.00			
Lakeland, FL 33802-3529						3	$4,350.00	10	$4,900.00			
						4	$4,350.00	11	$5,000.00			
						5	$4,900.00	12	$5,000.00			
						6	$4,900.00	13	$7,200.00			
						7	$5,000.00	14	$7,200.00			
							Total Base Bid:		$69,000.00			
Hydroservice Inc.	Y	NA	Y	Y	Y	1	$2,560.00	8	$7,745.00	Y	Y	Y
250 Springview Commerce Dr.						2	$2,560.00	9	$4,311.00			
Debary, FL 32713						3	$4,140.00	10	$4,311.00			
						4	$4,140.00	11	$7,510.00			
						5	$4,311.00	12	$7,510.00			
						6	$4,311.00	13	$8,090.00			
						7	$7,745.00	14	$8,090.00			
							Total Base Bid:		$77,334.00			

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Gary Parker, Assistant Superintendent

From: Sonja Hamilton, Purchasing Manager

Date: 6/3/19

Re: **Bid #B-18-18-COC, Submersible Wastewater Pumps project**

Bids for the subject offering were opened on May 31, 2019 at 3:00 p.m. Purchasing sent out two hundred eighty-one (281) invitations and notifications to bid and received five (5) response from twenty-four (24) plan holders.

THE APPARENT LOW BIDDER IS ***BARNEY'S PUMPS*** *of LAKELAND 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.**

SECTION 00300
BID FORM
SUBMERSIBLE WASTEWATER PUMPS
City of Cocoa
BID No. B-19-18-COC

Proposal of **Barney's Pumps, Inc.**
(Name)

P. O. Box 3529, Lakeland, FL 33802-3529
(Address)

to furnish all materials, service, equipment, and labor required, for the Submersible Wastewater Pumps Project as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

City of Cocoa Pump List

Hp	Voltage	Maximum RPM	Pump Performance Rate & Head	Pump Discharge Inches	Solids Capacity Inches	Power Control Cord Feet	PRICE PER PUMP
5	230	1750	290 GPM @ 20' TDH	4	3	50	$3,150.00
5	230	1750	290 GPM @ 20' TDH	4	3	50	$3,150.00
10	230	1750	100 GPM @ 61' TDH	4	3	50	$4,350.00
10	230	1750	100 GPM @ 61' TDH	4	3	50	$4,350.00
10	230	1750	190 GPM @ 87' TDH	4	3	50	$4,900.00
10	230	1750	190 GPM @ 87' TDH	4	3	50	$4,900.00
15	230	1750	912 GPM @ 80.4'TDH	4	3	50	$5,000.00
15	230	1750	912 GPM @ 80.4' TDH	4	3	50	$5,000.00
15	230	1750	400 GPM @ 70' TDH	4	3	50	$4,900.00
15	230	1750	400 GPM @ 70' TDH	4	3	50	$4,900.00
15	230	1750	350 GPM @ 85' TDH	4	3	50	$5,000.00
15	230	1750	350 GPM @ 85' TDH	4	3	50	$5,000.00
25	230	1750	660 GPM @ 100' TDH	4	3	50	$7,200.00
25	230	1750	660 GPM @ 100' TDH	4	3	50	$7,200.00

TOTAL BASE BID	$ 69,000.00

Sixty Nine Thousand Dollars
(Grand Total Written in words)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within thirty (30) **consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.**

2) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

3) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this 22nd day of May, 2019.

Barney's Pumps, Inc.
(Company or Corporation Name)

P. O. Box 3529
(Street or P.O. Box)

Lakeland, FL 33802-3529
(City, State and Zip Code)

(863) 665-8500
(Area Code and Phone Number)

(863) 666-3858
(Area Code and Fax Number)

carreno@barneyspumps.com
(Email Address)

By **Wade Carreno, Account Manager**
(Name Printed and Title)

Wade Carreno
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Wade Carreno who, after first being sworn by me,

affixed his/her signature in the space provided above on this 22nd day of

May, 2019.

Robbin Bullock
(Notary Public)

My commission Expires:

ROBBIN BULLOCK
Commission # FF 231132
Expires August 7, 2019
Bonded Thru Troy Fain Insurance 800-365-7019

SECTION 00311

EXCEPTIONS /DIVIATIONS OR CLARIFICATIONS TO SPECIFICATIONS
BID NO. B-19-18-COC

Clarifications:

#1 & #2: 290 GPM @ 20' TDH, Hydromatic S4N500

#3 & #4: 100 GPM @ 61' TDH, Hydromatic S4MRC1000

#5 & #6: 190 GPM @ 87' TDH, Hydromatic H4H1500

#7 & #8: 912 GPM @ 80.4' TDH, Hydromatic H4HXP1500

#9 & #10: 400 GPM @ 70' TDH, Hydromatic H4H1500

#11 & #12: 350 GPM @ 85' TDH, Hydromatic H4HXP1500

#13 & #14: 660 GPM @ 100' TDH, Hydromatic S4K2500

Legislation Details (With Text)

File #:	19-339	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve a budget resolution amending the 2019 budget, approve a budget transfer in the amount of $45,000 from account 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-64-00 Machinery & Equipment to allow the purchase of un-budgeted capital item, 4 Yard Transit Concrete Mixer with installation kit and $24,883 from 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-53-00 Road Materials & Supplies to allow for the thermos-plastic striping of Blake Ave., Barbara Jenkins St. and Brevard Ave. between King St. and Willard St.. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution No. 2019-067 BAF 19-111-PW-Concrete Mixer (7-24-19) Agenda 19-339.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve a budget resolution amending the 2019 budget, approve a budget transfer in the amount of $45,000 from account 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-64-00 Machinery & Equipment to allow the purchase of un-budgeted capital item, 4 Yard Transit Concrete Mixer with installation kit and $24,883 from 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-53-00 Road Materials & Supplies to allow for the thermos-plastic striping of Blake Ave, Barbara Jenkins St and Brevard Ave between King St and Willard St

BACKGROUND:

The City of Cocoa Streets Division is responsible for the repair and maintenance of city roadways and sidewalks. Crews repair approximately 2000 feet of sidewalk yearly. Often crews have to wait extended periods for concrete to be delivered due to the concrete plant trucks being busy with larger projects. This creates open gaps in sidewalks which create safety issues. With the addition of the 4 Yard Concrete Mixer, crews will be able to go directly to the concrete plant to get concrete when needed which will reduce the safety issue as well as increase productivity.

Additionally, as part of continued roadway maintenance, crews recognize areas where the center line

stripe of a roadway or directional arrow have faded and need to be replaced. As Blake Ave and Barbara Jenkins St are both heavily traveled in addition to a school on Blake Ave, the stripes have faded to the point of barely being visible at night, which creates a safety hazard for vehicles.

STRATEGIC PLAN CONNECTION:

Replacing or repairing sidewalks reduce the potential of trip hazards as well as reduces the liability to the city. Replacing roadway striping increases the safety of vehicle traffic particularly at night.

BUDGETARY IMPACT:

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

Amount Requested	$45,000
Account Number	001-3510-541-64-00
Account Name	Machinery & Equipment

Amount Requested	$24,883
Account Number	001-3510-541-53-00
Account Name	Road Materials & Supplies

–

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a budget resolution amending the 2019 budget, approve a budget transfer in the amount of $45,000 from account 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-64-00 Machinery & Equipment to allow the purchase of un-budgeted capital item, 4 Yard Transit Concrete Mixer with installation kit and $24,883 from 001-3510-541-63-00 Infrastructure (Project PW18SM) to account 001-3510-541-53-00 Road Materials & Supplies to allow for the thermos-plastic striping of Blake Ave, Barbara Jenkins St and Brevard Ave between King St and Willard St

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RESOLUTION NO. 2019-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of July, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

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Legislation Details (With Text)

File #:	19-340	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Police Officer Ronnie McCarron and the City of Cocoa authorizing the payment of the Workers' Compensation settlement, authorize the City Manager to finalize and execute such legal agreement(s) required to complete the settlement in accordance with the settlement authority approved by the City Council. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	workers compensation				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Police Officer Ronnie McCarron and the City of Cocoa authorizing the payment of the Workers' Compensation settlement, authorize the City Manager to finalize and execute such legal agreement (s) required to complete the settlement in accordance with the settlement authority approved by the City Council.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation Program which means the cost of the claims are paid by a third-party administrator, currently USIS, Inc., to administer the claims in accordance with the laws of Florida.

Former Officer Ronnie McCarron has reached a settlement agreement in the amount of $100,000 through his attorney and the City's Workers' Compensation attorney. This settlement is inclusive of attorney's fees and costs and will close all four open Workers' Compensation claims. A breakdown of the claims settled and the amounts allocated:

1. $5,000

2. $20,000

3. $55,000

4. $20,000

An estimate for workers' compensation claims settlement is included in the Adopted Budget each year in the Workers Comp Fund/Workers' Compensation account #520-1801-513.24-00, therefore there is no budgetary impact to this settlement. City Staff recommends this settlement amount based on our Workers' Compensation attorney's evaluation of the claims. However, the settlement agreement is contingent based on City Council's final approval.

STRATEGIC PLAN CONNECTION:

Approval of this item helps provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses.

BUDGETARY IMPACT:

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

Amount Requested	$100,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Requesting settlement authority for the tentative settlement agreement between former City of Cocoa Police Officer Ronnie McCarron and the City of Cocoa authorizing the payment of the Workers' Compensation settlement, authorize the City Manager to finalize and execute such legal agreement (s) required to complete the settlement in accordance with the settlement authority approved by the City Council.

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Legislation Details (With Text)

File #:	19-320	**Version:**	1	**Name:**	Cocoa Main Street lease agreement
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/27/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	To enter into a multiyear agreement with Greater Community Partnership, Inc. and Historic Cocoa Village Association (the future Historic Cocoa Village Main Street) for the leasing of suites 203 and 204 at the Porcher House and allow the City Manager to execute the contract. (Assistant to the City Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Termination of Municipal Services Agreement and lease 2017.pdf Municipal Services Agreement and lease 2019 - revised.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2019
Agenda Date: July 10, 2019
Prepared By: Samantha Senger, Asst. to City Manager/Public Relations Specialist
Through: John A.Titkanich, Jr.
Requested Action:
To enter into a multiyear agreement with Greater Community Partnership, Inc. and Historic Cocoa Village Association (the future Historic Cocoa Village Main Street) for the leasing of suites 203 and 204 at the Porcher House and allow the City Manager to execute the contract.

BACKGROUND:

The Historic Cocoa Village Association and Cocoa Main Street have both approved a merger of the two associations. The paperwork to continue as the 501C(3) organization Greater Cocoa Community Partnership (Currently Cocoa Main Street) with a fictitious name of Historic Cocoa Village Main Street, is currently being filed with the state. Both associations have existed separately for over 25 years.

Cocoa Main Street has had a difficult time over the past several years recruiting volunteers and members, thus raising funds to be a successful Main Street organization. In part, this has been due to the fact that the Historic Cocoa Village Association has a thriving membership of merchants doing business in the Cocoa Village area. Members chose to be a member of one association over the other.

A Main Street program is a state and nationally supported organization with a goal of revitalizing

historic downtowns and encouraging economic development within the context of historic preservation. Florida Main Street is part of over 40 nationally recognized programs throughout the country and is administered by the Division of Historical Resources under the Florida Department of State.

The Main Street philosophy utilizes the National Main Street's Four-Point Approach which offers a framework for community-based revitalization initiatives. Those points include economic vitality, design (create an inviting, inclusive atmosphere), organization (build leadership and strong organizational capacity), and promotion (market the district's defining assets).

The Historic Cocoa Village Association is strictly a merchant's membership organization. You must be a merchant in the defined area of Cocoa Village to be a member of this association. Their main goal was to promote the Cocoa Village area as a destination to do business.

Many of the goals and objectives from these two associations were the same but they were competing for members and volunteers. Both association's board members agree that it is time for the two organizations to combine in to one strong association for the better of the Cocoa Village community, under the Main Street criteria with the goal of promoting the Cocoa Village community for economic vitality and success.

Surrounding communities such as Melbourne, Cocoa Beach and Titusville all have one association, which is a Main Street program that also functions as the merchant's organization. Melbourne has two Main Street programs, Eau Gallie and Downtown Melbourne. These Main Street programs are supported in different ways by the local municipality.

In the past, the Cocoa Main Street organization has had a number of different Scope of Services agreements with both the City of Cocoa and the Cocoa Community Redevelopment Agency to provide economic development and promotion services for the Cocoa Village area. The most recent agreement in existence is between Cocoa Main Street and the City of Cocoa to lease Suite 100 at the Porcher House for an annual rental rate of $1. In exchange for this discounted rental rate, a Scope of Services agreement was done where Cocoa Main Street would assist the City with a number of projects to include the traffic signal box wraps, bench art, gateway entry feature, downtown way-finding and landscaping projects. This lease agreement is set to expire on September 30, 2019. A termination of Municipal Services Agreement and Lease has also been drafted to terminate the previous agreement and is attached to this agenda item.

In the past, Cocoa Main Street has assisted the City with a number of different services such as hosting and assisting with special events, revitalizing historic buildings such as the Derby Street Chapel, giving community tours of the Porcher House, sitting on committees for economic development initiatives, landscaping initiatives and more.

Staff is requesting that authority be given to the City Manager to enter into a revised agreement with the newly merged association (Historic Cocoa Village Main Street). Once the new association paperwork is completed and approved by the State and sent to the City Manager for approval, this agreement will then be assigned to the new association (Historic Cocoa Village Main Street). They will need the use of two office spaces in the Porcher House (Suite 203 & 204) due to the increased staff size of the new association. The rental for these spaces will continue to be $1 per year, as well as $39.90 per month in common area maintenance fees. Since this is a newly formed association, we would like to give some time to work on a more detailed scope of services that is both beneficial

to the City of Cocoa and to the Historic Cocoa Village Main Street organization. Staff is proposing that a date of March 1, 2020 be given to complete the detailed scope of services between the two organizations. In the meantime, the associations (Service Provider) agree to provide the following scope of services to the City of Cocoa for discounted use of the office spaces:

- The Service Provider will provide to the City a promotional table at each of the Service Provider's upcoming events for the City to display any promotional events or materials.
- b. The Service Provider will include the City logo on all promotional materials for upcoming events of the Service Provider. The City shall have the right to review the Service Provider's promotional materials in advance of their release and the City may reject inclusion of the City logo thereon in its sole discretion.
- c. The Service Provider will help promote and collect items for the City's food, toy and school supply drives.
- d. The Service Provider will help plan and promote the "Hot Cocoa Holidays" events which occur in December 2019, which include but are not limited to the Holiday Craft Fair, Cocoa/Rockledge Holiday Parade, Cocoa Holiday Festival, and Taste of Cocoa events.
- e. The Service Provider will help to promote the City of Cocoa's City Government Week events in October 2019, which include but are not limited to an Open House at City Hall and a Touch-a-Truck event.

Paperwork is filed with the state and awaiting final approval. Once the approved state paperwork is received for this new organization, the City Manager will approve and the lease will then be assigned to the new organization.

STRATEGIC PLAN CONNECTION:

Image: The new association will be guided by the objectives of beautifying the Cocoa Village community through landscaping improvements and maintenance, assist with promotion of the Cocoa Village community as a tourist and recreational destination and promote the Village as an economic driver in our community.

Economic Development: Increase the economic prosperity of Historic Cocoa Village through promotion of the Village as an economic destination and assisting with recruitment efforts of business to the downtown community.

BUDGETARY IMPACT:

The annual fee to rent Suite 203 & 204 in accordance with the rate schedule is as follows:
$8,593.20 - annual rent for the two spaces
$478.80 - annual common area maintenance fees for the two spaces

The City of Cocoa would be collecting $1.00 annually for the rental of the office spaces and the $478.80 in common area maintenance fees.

PREVIOUS ACTION:

In 2017, the City of Cocoa entered in to a Municipal Services Agreement with Greater Cocoa Community Partnership, Inc. (Cocoa Main Street) for the lease of an office space at the Porcher House for $1 annually. The agreement listed specific projects under scope of services that would be provided to the City in exchange for the discounted rent.

Prior to this, the Municipal Services agreement with Cocoa Main Street was for an annual fee the Cocoa Community Redevelopment Agency paid to Cocoa Main Street in the amount of $25,000.

RECOMMENDED MOTION:

Staff recommends the approval to allow the City Manager to enter in to a rental agreement with Greater Cocoa Community Partnership and the Historic Cocoa Village Association) for the lease of office space (203 & 204) at the Porcher House in the amount of $1 in annual rental fees and $478.80 in annual common area maintenance fees with a more detailed scope of services to be established by March 1, 2020 between both parties and the City of Cocoa.

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TERMINATION OF MUNICIPAL SERVICES AGREEMENT AND LEASE

THIS TERMINATION OF MUNICIPAL SERVICES AGREEMENT AND LEASE ("Termination Agreement") is made and entered into this ____ day of _____, 2019, by and between the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("City") and **GREATER COCOA COMMUNITY PARTNERSHIP, INC.,** a Florida Not For Profit Corporation, d/b/a "Cocoa Main Street," ("Cocoa Main Street") located at 434 Delannoy Ave, Suite #100, Cocoa, FL 32922 (collectively referred to as the "Parties").

RECITALS

WHEREAS, the City and Cocoa Main Street entered into a Municipal Services Agreement dated December 19, 2017, a copy of which is attached hereto as Exhibit "A" (the "2017 Municipal Services Agreement"), for the lease of identified office space within the Porcher House at a reduced rental rate in exchange for the Municipal Services identified in the 2017 Municipal Services Agreement;

WHEREAS, prior to the expiration of the initial term of the 2017 Municipal Services Agreement, Cocoa Main Street requested of the City that the 2017 Municipal Services Agreement be amended to change office space locations within the Porcher House and to authorize one additional party, The Historic Cocoa Village Association, Inc., as a provider of identified municipal services as well as a tenant to office space located within the Porcher House;

WHEREAS, a new Municipal Services Agreement (the "2019 Municipal Services Agreement") was authorized by the City, Cocoa Main Street, and The Historic Cocoa Village Association, Inc., for different office space location within the Porcher House and which also includes the Historic Cocoa Village Association, Inc., as a provider of identified municipal services to be provided to the City, as described therein;

WHEREAS, the City and Cocoa Main Street desire to terminate the 2017 Municipal Services Agreement pursuant to the terms provided herein.

NOW THEREFORE, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Cocoa Main Street hereby agree as follows:

1. Recitals. That all of the foregoing recitals are true and correct and are incorporated herein by this reference.

2. Effective Date & Termination Date. This Termination Agreement shall be valid and binding upon the date of execution by the last signing party ("Effective Date"); however, the 2017 Municipal Services Agreement shall automatically terminate without further action by the Parties and be of no further force or effect on 11:59 P.M. EST August 1, 2019 ("Termination Date").

3. **Vacation of Premises.** Cocoa Main Street shall fully vacate the leased Premises identified by the 2017 Municipal Services Agreement on or before the Termination Date.

4. **Release.** Except for the obligations set forth herein, Cocoa Main Street agrees to release and forever discharge the City of and from any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which Cocoa Main Street now has, or may hereafter have arising out of or relating to the 2017 Municipal Services Agreement.

5. **Applicable Law.** This Termination Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida.

6. **Counterparts.** This Termination Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

7. **Recordation**. This Termination shall be recorded in the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

WITNESS:

_____

Print Name: _____

_____

Print Name: _____

GREATER COMMUNITY PARTNERSHIP, INC., D/B/A "COCOA MAIN STREET"

By: _____

Print name: _____

Title: _____

Date: _____

ATTEST:

_____

Carie Shealy, City Clerk

CITY OF COCOA:

_____

By: John Titkanich, Jr.
AICP, ICMA-CM
City Manager

Date: _____

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City"), and **GREATER COCOA COMMUNITY PARTNERSHIP, INC.,** a Florida Not For Profit Corporation, d/b/a "Cocoa Main Street," ("Greater Cocoa Community Partnership, Inc.,) located at 434 Delannoy Ave, Suite #100, Cocoa, FL 32922 and **THE HISTORIC COCOA VILLAGE ASSOCIATION, INC.,** a Florida Not For Profit Corporation ("The Historic Cocoa Village Association, Inc.") located at 600 Florida Ave., Suite #104, Cocoa Village, FL 32922 (the Greater Cocoa Community Partnership, Inc. and The Historic Cocoa Village Association, Inc., collectively as "Service Provider") (all three parties collectively the "Parties").

RECITALS:

WHEREAS, the Greater Cocoa Community Partnership, Inc., is a bona-fide nonprofit 501(c)(3) corporation, the purpose of which is to enhance the community identity and heritage, foster a center of activity, and ensure economic stability for the heart of Cocoa through concentrated efforts of design, promotion, organization and economic revitalization;

WHEREAS, The Historic Cocoa Village Association, Inc., is a bona-fide nonprofit 501(c)(6) corporation, whose mandate is to help promote and encourage growth of the Historic Cocoa Village community and the City of Cocoa in general by organizing and hosting community events and activities in the village;

WHEREAS, the City is the sole owner of the Porcher House, and leases portions of same to tenants for different business purposes;

WHEREAS, the Greater Cocoa Community Partnership, Inc., d/b/a/ "Cocoa Main Street," has been a tenant of the Porcher House for the past several years and desires to continue to lease space at the Porcher House for the purpose of conducting its nonprofit association for community and special events;

WHEREAS, the Greater Cocoa Community Partnership, Inc., and The Historic Cocoa Village Association, Inc., have advised the City of the intent of the two corporations, which share similar purposes, to form one nonprofit association d/b/a "Historic Cocoa Village Main Street;" however, at the time of entering this Agreement, the relevant documents combining the two corporations have not yet been approved by the Florida Department of State Division of Corporations;

WHEREAS, the Greater Cocoa Community Partnership, Inc., and The Historic Cocoa Village Association, Inc., desire to lease office space together at the Porcher House as provided for herein for the purpose of conducting their nonprofit associations for community and special events;

WHEREAS, given the stated intent of Greater Cocoa Community Partnership, Inc., and The Historic Cocoa Village Association, Inc., to form one nonprofit association in the near future, both such corporations desire to be parties to this Agreement and for this Agreement to be assigned to their single nonprofit association once same receives approval from the Florida Department of State Division of Corporations and the corporations provide such new nonprofit association information to the City as

provided for herein;

WHEREAS, the Service Provider requested that the City provide office space as identified herein for lease at the Porcher House a lease rate of $1.00 per year in exchange for the Municipal Services to be provided as detailed herein;

WHEREAS, the City Council has determined that the Municipal Services to be provided by Service Provider serve a municipal purpose and benefit the public health, safety, and welfare of the citizens of the City of Cocoa, and, in furtherance of this benefit, authorize said annual lease rate from the Service Provider, though monthly Common Area and Maintenance charges shall continue to be charged throughout the Agreement term, in exchange for the Municipal Services identified hereunder;

WHEREAS, the Parties desire to enter this Agreement defining their obligations relating to such Municipal Services, as well as their rights, duties, and liabilities relating to the rental of space at the Porcher House.

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:

Article 1 – Recitals. The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

Article 2 – Definitions. For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

"Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time by mutual written agreement by the Parties, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein.

"City" is the City of Cocoa, Florida, a Florida municipal corporation.

"Effective Date" shall be August 1, 2019. The Agreement shall not be effective against any party until said date.

"Greater Cocoa Community Partnership, Inc." is the Greater Cocoa Community Partnership, Inc., a Florida nonprofit corporation and bona fide 501(c)(3) corporation, d/b/a/ "Cocoa Main Street."

"Historic Cocoa Village Association, Inc." is the Historic Cocoa Village Association, Inc., a Florida nonprofit corporation and bona fide 501(c)(6) corporation.

"Municipal Services" or "Work" shall be used interchangeably and shall refer to the performance of the services outlined in Article 5 of this Agreement.

"Premises" shall mean any office rental space within the Porcher House provided by the City and occupied by the Service Provider in accordance with this Agreement.

"Public Record" is as described in Section 119.011(12), *Florida Statutes.*

"Rent" or "Rental Amount" or "Nominal Rental Amount" shall mean the monies paid to the City by the Service Provider in accordance with Article 8 of this Agreement.

"Service Provider" is both the Greater Cocoa Community Partnership, Inc., a Florida nonprofit corporation, d/b/a "Cocoa Main Street," and the Historic Cocoa Village Association, Inc.

Article 3 – Term of Agreement. The Term of this Agreement shall commence on the Effective Date and shall continue in force and effect through July 31, 2021. The City shall have the option to renew this Agreement for up to one (1) additional one (1)-year term upon mutual agreement by the Parties, which shall be in writing and executed by both Parties. The City Manager shall act for the City hereunder.

Article 4 – Lease of Premises. In exchange for the Municipal Services provided to the City by the Service Provider, as further described in Article 5, the City agrees to lease the Premises to Service Provider in accordance with the lease provisions found elsewhere herein.

Article 5 – Engagement; Municipal Services. The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services more particularly described on the Scope of Work attached as **Exhibit "A"** and incorporated herein. Specifically, the Service Provider shall supply any and all personnel necessary to provide the Municipal Services identified in the Scope of Work unless otherwise directed by the City.

Unless otherwise specifically agreed to in writing by the City, there shall be no additional consideration for the performance of the Municipal Services by the Service Provider aside from the nominal Rental Amount charged to the Service Provider, which nominal amount is authorized by the City in exchange for the Municipal Services provided in accordance with this Agreement.

Section 5.1 – Municipal Services a Material Term and Condition of Agreement. The Municipal Services constitute a material term and condition of the Agreement and the failure of the Service Provider to perform the Municipal Services, as determined by the City, constitutes a material breach of this Agreement and a cause for termination of the Agreement and surrender of the leased Premises as further provided for herein.

Section 5.2 – Submittal of Progress Reports. At the request of the City, Service Provider shall submit to the City a written progress report as to the status of all Municipal Services set forth in 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.

Article 6 – Leased Premises; Relocation of the Service Provider. The City does hereby lease, demise and let unto the Service Provider, and the Service Provider does hereby rent, lease, hire and take from the City, to have and to hold during the Term, subject to the terms and conditions of this Agreement, certain Premises within the Porcher House.

Such leased Premises shall consist of that portion of the property located at 434 Delannoy Avenue, Cocoa, Florida 32922, Offices #203 and #204. Office #203 is calculated at approximately 228 square feet, and Office #204 is calculated at approximately 276 square feet, such number being used to determine the common area maintenance charge.

The Parties agree that Offices #203 and 204 are considered to be premium office space as within the Porcher House. The Parties agree that, should another suitable office space (as determined by the City) within the Porcher House become available and the City have the availability to lease Offices #203 and 204 at the full lease rate, that City hereby reserves the right to, with proper notice, relocate the Service Provider to other office space within the Porcher House.

Article 7 – Use of Leased Premises.

Section 7.1 – Use. The Premises shall be used and occupied by Service Provider in the operation of its lawful trade or business as presently carried on by Service Provider, limited to general office activities, more particularly described as non-profit association(s), in a safe, careful and proper manner, so as not to contravene any present or future governmental laws, rules, regulations, policies, procedures or orders. If improvements are necessary to comply with any of the foregoing or with the requirements of insurance carriers, due solely to Service Provider's use of the Premises, Service Provider shall be required to seek written approval from City prior to making the improvements and if approved, Service Provider shall pay the entire cost thereof.

Section 7.2 – Historic Preservation. Service Provider shall not use the Premises in any manner that disrupts the historic nature of the Porcher House through its use or alterations. This Agreement shall be subject to any historic preservation regulations and other requirements that are applicable to the Porcher House.

Section 7.3 – Nuisance. Service Provider shall not cause or maintain any nuisance in or about the Premises and the property thereon, and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

Section 7.4 – Unlawful or Dangerous Activity. Service Provider shall neither use nor occupy the Premises or any part of the Premises for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct Service Provider’s business in a manner constituting a nuisance of any kind. Service Provider shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

Section 7.5 – Common Areas. Service Provider shall have use of common areas including parking areas, ways, exits, entrances, roadways, and rest rooms for the general use, in common, of Service Providers, their officers, agents, employees, and customers. However, the common area use cannot interfere with any of the City of Cocoa’s operations and does not include any area on the first floor of the building.

Article 8 – Rent and Common Area and Maintenance Charges.

Section 8.1 – Annual Rental Amount. The City agrees to accept One Dollar and 00/100 ($1.00) per year from the Service Provider, due on or before August 1, 2019 and August 1, 2020, respectively, as a nominal annual Rental Amount for the rental of the Premises.

Section 8.2 – Monthly Common Area and Maintenance (CAM) charges. Common Area and Maintenance (CAM) charges, shall be paid on a monthly basis, on or before the 1st of each month. Payments made after the 5th day of the month shall be subject to a ten percent (10%) late fee. Monthly CAM charges due shall be in equal installments of Thirty-Nine Dollars and 90/100 ($39.90) for each month of this Agreement. Such monthly CAM charges due represent the collective amount due for both offices each month, which, separately are Twenty-One Dollars and 85/100 ($21.85) for Office #203 and Eighteen Dollars and 05/100 ($18.05) for Office #204. Common area costs shall mean all sums expended by the City for the maintenance and operation of the common areas and property management fees incurred by the City and all increases in any such costs and expenses. Costs for maintenance, management, and operation of the common areas shall include, but not be limited to, the following: cleaning, sweeping, resurfacing and restripping; cleaning and/or treating exterior brick surfaces; cleaning exterior window surfaces; repainting; repairs to buildings and improvements; relandscaping; supplying directional signs and other markers; car stops; lighting, water, and other utilities; and other costs necessary in the City's judgment for the maintenance and operation of the common areas, and any other charges, costs, and expenses that arise during the Term of this Agreement. This amount described above is subject to change based on circumstances unforeseen at the City's discretion.

Section 8.3 – Sales tax. The amounts due as provided for above do not include sales tax, inasmuch as the Service Provider, at the time of executing this Agreement, is a non-profit, tax-exempt corporation and thus provides that such sales tax is inapplicable. Should the Service Provider lose its status as a non-profit, tax-exempt corporation, at any time during the Term of this Agreement, applicable sales tax shall be calculated and imposed as of the date which the Service Provider no longer enjoys such status. The Service Provider shall give notice to the City of any change in its non-profit, tax-exempt status within five (5) days thereof, for the purpose of calculation, imposition and payment of applicable sales tax.

Section 8.4 – Payments to the City – General. All amounts payable by the Service Provider to the City under this Agreement, whether Rent, CAM charges, Security Deposit or any other payment, shall be payable when due, without deduction or set-off, in U.S. Dollars made payable to The City of Cocoa, Attention: Finance, at the address of, 65 Stone Street, Cocoa, Florida 32922, or to such other person or at such other address as City may from time to time designate in writing.

Section 8. 5 – Late Fee and Costs. The Service Provider shall pay the City a late charge equal to ten percent (10%) of any payment amount if payment is not tendered within five (5) days of its due date. Such payment shall be submitted as described in Section 8.4 above. The Service Provider shall indemnify the City against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Premises after default of the Service Provider or upon expiration or earlier termination of the Term of this

Agreement, or in enforcing any covenant, proviso or agreement of Service Provider herein contained.

Article 9 – Use of City's Office Equipment. The Service Provider shall have no right to share in the use of City's office equipment.

Article 10 – Property Management. The Service Provider acknowledges that the City may retain a management company ("Management Company") to manage and operate the property described in this Agreement. The Service Provider hereby agrees not to interfere with the City or the Management Company's duties and responsibilities under the Management Agreement. This Agreement shall be subject to any applicable provision in any future Management Agreement and any provision of this Agreement that conflicts with the Management Agreement shall be null and void and the applicable provision of the Management Agreement shall be substituted for the conflicting Agreement provision as if that provision was originally made a part of this Agreement.

Article 11 – Maintenance, Repair, Alterations and Renovations by the City.

Section 11.1 – Maintenance, Repair and Replacement. The City shall be responsible for and shall expeditiously maintain and repair the foundations, structures and roofs of the Premises in their condition as they exist at the execution of this Agreement, less reasonable wear and tear over the Term, provided that:

A. If all or part of the Premises is destroyed, damaged or impaired, the City shall have a reasonable time in which to complete the necessary repair or replacement;

B. The City shall use reasonable diligence in carrying out its obligations under this Article 11, but shall not be liable under any circumstances for any consequential damage to any person or property for any failure to do so; and

C. Nothing contained herein shall be in derogation of the provisions of this Agreement regarding Destruction of the Premises.

D. Under no circumstances shall the City be liable to the Service Provider for any damage suffered by the Service Provider, its employees, agents, customers or invitees as a result of moisture or water inside the Premises whether caused by natural disasters and other acts of God, leaks in the structure or in the plumbing.

Section 11.2 – Alterations by the City. City may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to serve the Premises; provided, however, that in so doing the City shall not disturb or interfere with the Service Provider's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and shall repair any damage to the Premises caused thereby.

Section 11.3 – Renovation by the City. In the event the City determines it is necessary to renovate the Premises of the Service Provider, and said renovation may significantly impact the Service

Provider's use of the Premises, the City may do so upon not less than seven (7) calendar days notice. If deemed necessary by the City, the Service Provider shall relocate promptly upon the request of City, at the Service Provider's expense. During any period of City renovation where the Service Provider was required to relocate, there will be a rent abatement. Upon completion of renovation, the Service Provider will be required to return to the Premises and adhere to all terms of this Agreement.

Section 11.4 – Access by City. The Service Provider shall permit the City or the City's agents to enter the Premises at all reasonable hours, including outside normal business hours, and, during normal business hours where such will not unreasonably disturb or interfere with the Service Provider's use of the Premises and operation of its business, to examine or inspect the Premises, to provide services, to make repairs, replacements, changes or alterations as set out in this Agreement and/or that the Service Provider may neglect or refuse to make in accordance with the provisions of this Agreement, and to take such steps as the City may deem necessary for the safety, improvement or preservation of the Premises or the building. The City shall, whenever possible, consult with or give reasonable notice to the Service Provider prior to such entry, but no such entry shall constitute an eviction or entitle the Service Provider to any abatement of Rent.

Article 12 – Maintenance, Repair, Alterations and Improvements by the Service Provider.

Section 12.1 – Condition of Premises. Except to the extent that the City is specifically responsible under Article 11 of this Agreement, the Service Provider shall maintain the Premises and all improvements therein in their condition, as they exist at the execution of this Agreement, less reasonable wear and tear, at the Service Provider's sole cost and expense.

Section 12.2 – Alterations by Service Provider. The Service Provider may from time to time at the Service Provider's own expense make changes, additions and improvements in the Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

A. Be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building or Premises, or change the purposes for which the building, or any part of the building, may be used; and

B. Not compromise the historic nature of the Porcher House, as determined by the City; and

C. Comply with the requirements of any governmental authority having jurisdiction; and

D. Equal or exceed the then current standard for the building; and

E. Require the prior written consent of City.

Should the Service Provider make changes, additions and improvements without complying with the provisions of this Section, the Service Provider shall be fully liable to the City to restore the

Premises to the same or better condition that existed prior to the unauthorized changes, additions and improvements. If the Service Provider fails to make the restorations within the time prescribed by the City, the City may, at its discretion, immediately terminate this Agreement, without penalty, and restore the Premises at the Service Provider's sole expense.

Section 12.3 – Trade Fixtures and Personal Property. The Service Provider may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the building. If the Service Provider is not then in default hereunder, trade fixtures and personal property installed in the Premises by the Service Provider may be removed from the Premises:

A. From time to time in the ordinary course of the Service Provider's business or in the course of reconstruction, renovation, or alteration of the Premises by the Service Provider; and

B. During a reasonable period prior to the expiration of the Term;

provided that the Service Provider promptly repairs at its own expense any damage to the Premises or building resulting from such installation and removal.

Article 13 – Taxes.

Section 13.1 – Service Provider's Taxes. The Service Provider shall pay on or before the last day on which payment may be made without penalty or interest, all applicable taxes, assessments, or other governmental charges that shall or may during the Agreement Term be imposed on, or arise in connection with the use of, the Premises or any part of the Premises including, but not limited to:

A. Florida state sales tax, if applicable, and all other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, including city, state, county and federal taxes that may be in effect from time to time; and

B. Operations at, occupancy of, or conduct of business in or from the Premises by or with the permission of the Service Provider; and

C. Fixtures or personal property in the Premises which do not belong to the City; and

D. Rent paid or payable by the Service Provider to the City for the Premises or for the use and occupancy of all or any part thereof, specifically including, but not limited to, applicable sales and /or use taxes imposed by any governmental authority having jurisdiction; and

E. It is the intention of the Parties that the rent specified in this Agreement is net rental, and the City shall receive such rent free from all taxes that are made payable by the Service Provider.

Section 13.2 – Notice of Payment of Taxes. The Service Provider shall, within seven (7) calendar days after the time provided for the payment of any applicable tax or other governmental charge by the Service Provider, produce and exhibit to the City satisfactory evidence of the payment.

Article 14 – Utilities. The City will be responsible for all electrical, garbage, water and sewer charges, however, will not be responsible or liable to the Service Provider for disruptions in service due to no fault of the City. All applications and connections for other necessary utility services on the Premises, such as telephone service, shall be made in the name of the Service Provider only, with prior written consent of the City. The Service Provider shall be solely liable for utility charges, excluding electric, garbage, water and sewer, as they become due.

Article 15 – Insurance.

Section 15.1 – Insurance Requirements of the Service Provider relating to the Leased Premises. During the Term, the Service Provider shall maintain at its own expense:

A. Flood insurance, fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover Service Provider alterations and all property in the Premises which is not owned by City; and

B. Commercial General Liability or Businessowners' Liability insurance against claims for death, personal injury and property damage in or about the Premises, in amounts which are from time to time acceptable to a prudent tenant in the community in which the Premises is located, but not less than One Million Dollars ($1,000,000.00) combined single limit, in respect of each occurrence; and

All policies for insurance required pursuant to this Article 15 shall name the City and the Service Provider as the insureds as their respective interests may appear, shall contain standard mortgagee clauses in favor of the holders of any mortgages on the City's property, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least fifteen (15) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. If requested by the City, the Service Provider shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Section 15.2 – Insurance Requirements of the Service Provider Relating to the Municipal Services. During the Term of this Agreement, Service Provider shall also maintain, at its own expense, the following insurance coverage:

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

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

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

All policies for insurance required herein shall name the City and the Service Provider as the insureds as their respective interests may appear, shall be in a form and with an insurer reasonably acceptable to the City, shall require at least fifteen (15) days written notice to the City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against the City. The Service Provider shall provide a copy of all insurance certificates to 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 terminate this Agreement if the Service Provider unreasonably delays compliance. If requested by the City, the Service Provider shall from time to time promptly deliver to the City certified copies or other evidence of such policies, and evidence satisfactory to the City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Service Provider. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Service Provider's interest or liabilities, but are merely minimums.

Article 16 – Indemnification and Hold Harmless.

Section 16.1 – Indemnification and Hold Harmless Relating to Leased Premises. The Service Provider shall hold harmless and indemnify the City against any and all expenses, liabilities, and claims of every kind, including reasonable attorneys' fees of attorneys selected by the City, and related expenses through all appellate proceedings, by or on behalf of any person or entity arising out of either: (1) a failure by the Service Provider to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Premises or equipment, materials, or alterations of buildings or improvements on the Premises.

The Service Provider recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Section shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Service Provider of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this Section of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

Section 16.2 – Indemnification and Hold Harmless Relating to the Municipal Services. For all Municipal Services and Work performed pursuant to this Agreement, the Service Provider shall 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 Service Provider's and its employees, partners, contractors, volunteers, and agents performance of the Municipal Services and Work being performed under this Agreement; (b) Service Provider's, and its employees, partners, contractors, volunteers, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Service Provider and its employees, partners, contractors, volunteers, and agents performance under this Agreement; and (c) any fraud and misrepresentation conducted by Service Provider and its employees, partners, contractors, volunteers, and agents. Service Provider shall not indemnify City against the sole negligence, gross negligence or willful misconduct of City or its employees or agents.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City. Nothing in this Agreement shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. 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, 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 Municipal Services and Work performed under this Agreement whether the Municipal Services and Work are performed by the Service Provider, its employees, contractors, partners, volunteers, 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. This Section shall survive the termination of this Agreement.

Article 17 – Transfers by the City. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the City's property or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 18 – Default or Breach. Each of the following events shall constitute a default or breach of this Agreement by the Service Provider:

A. If the Service Provider fails, as determined by the City, to perform the Municipal Services as described in Article 5.

B. If the Service Provider, or any successor or assignee of the Service Provider while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

C. If the Service Provider shall fail to pay City any rent (inclusive of CAM charges) or additional rent when the rent shall become due and shall not make the payment within five (5) calendar days of its due date.

D. If the Service Provider shall fail to perform or comply with any of the conditions of this Agreement and if the nonperformance shall continue for a period of seven (7) calendar days after notice of nonperformance given by the City to the Service Provider or, if the performance cannot be reasonably had within the seven (7) calendar day period, Service Provider shall not in good faith have commenced performance within the seven (7) calendar day period and shall not diligently proceed to completion of performance.

E. If the Service Provider shall vacate or abandon the Premises.

F. If this Agreement or the estate of Service Provider under this Agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this Agreement.

G. If the Service Provider fails to take possession of the Premises on the term commencement date, or within seven (7) calendar days after notice that the Premises are available for occupancy, if the term commencement date is not fixed in this Agreement or shall be deferred as provided in Agreement.

Article 19 – Effect of Service Provider Default or Breach. In the event of any default or breach under this Agreement, including but not limited to the events as set forth in Article 18, the rights of the City shall be as follows:

A. The City shall have the right to cancel and terminate this Agreement, as well as all of the right, title, and interest of Service Provider under this Agreement, by giving to the Service Provider not less than seven (7) calendar days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this Agreement and the right, title, and interest of the Service Provider under this Agreement, shall terminate in the same manner and with the same force and effect, except as to the Service Provider's liability, as if the date fixed in the notice of cancellation and termination were the end of the term originally set forth in this Agreement.

B. The City may elect, but shall not be obligated, to make any payment required of Service Provider in this Agreement or comply with any agreement, term, or condition required by this Agreement to be performed by Service Provider. The City shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by the City shall not be deemed to waive or release the default of the Service Provider or the right of City to take any action as may be otherwise permissible under this Agreement in the case of any default, including holding the Service Provider responsible for any City expenditure.

C. The City may reenter the Premises immediately and remove the property and personnel of Service Provider, and store the property in a public warehouse or at a place selected by City, at the expense of Service Provider. After reentry City may terminate the Agreement on giving seven (7) calendar days' written notice of termination to Service Provider.

Without the notice, reentry will not terminate this Agreement. On termination, City may recover from Service Provider all damages proximately resulting from the breach, including the cost of recovering the Premises and the value of the balance of this Agreement over the reasonable rental value of the Premises for the remainder of the Agreement term, which sum shall be immediately due City from Service Provider.

D. After reentry, City may relet the Premises or any part of the Premises for any term without terminating this Agreement, at the rent and on the terms as City may choose. City may make alterations and repairs to the Premises. The duties and liabilities of the Parties if the Premises are relet as provided in this section shall be as follows:

i. In addition to the Service Provider's liability to the City for breach of the Agreement, the Service Provider shall be liable for all expenses of the releting, for the alterations and repairs made, and for the difference between the rent received by City under the new Agreement and the rent installments that are due for the same period under this Agreement.

ii. The City shall have the right, but shall not be required, to apply the rent received from releting the Premises to: (1) reduce the indebtedness of the Service Provider to the City under this Agreement, not including indebtedness for rent; (2) expenses of the releting and alterations and repairs made; (3) rent due under this Agreement; or (4) to payment of future rent under this Agreement as it becomes due.

iii. If the new tenant does not pay a rent installment promptly to City, and the rent installment has been credited in advance of payment to the indebtedness of the Service Provider other than rent, or if rentals from the new tenant have been otherwise applied by City as provided for in this section and during any rent installment period are less than the rent payable for the corresponding installment period under this Agreement, the Service Provider shall pay City the deficiency, separately for each rent installment deficiency period, and before the end of that period. The City may at any time after a releting terminate this Agreement for the breach on which the City had based the reentry and subsequently relet the Premises.

iv. After reentry, the City may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Service Provider. The receiver may carry on the business of the Service Provider and take possession of the personal property used in the business of the Service Provider, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Service Provider. Proceedings for the appointment of a receiver by the City, or the appointment of a receiver and the conduct of the business of the Service Provider by the receiver, shall not terminate and forfeit this Agreement unless the City has given written notice of termination to the Service Provider as provided in this Agreement.

Article 20 – Destruction of Premises. In the event of a partial destruction of the Premises during the term of this Agreement from any cause, the City shall promptly repair such damage, provided the repairs can be made within a reasonable number of days under the laws and regulations of applicable governmental authorities and the cost of repairs are budgeted and appropriated by the City of Cocoa City Council. Any partial destruction shall neither annul nor void this Agreement, except that the Service Provider shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by the Service Provider on the Premises. In the event that the City does not elect to make repairs that cannot be made in a reasonable time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, or the City of Cocoa City Council does not budget and appropriate money to conduct the repairs, this Agreement may be terminated at the option of either party.

Article 21 – Condemnation. Rights and duties in the event of condemnation subsequent to the effective date of this Agreement are as follows:

A. If the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date on which title shall vest in that authority, and the rent reserved under this Agreement shall be apportioned and paid up to that date.

B. If only a portion of the Premises shall be taken or condemned, this Agreement shall not cease or terminate, but the rent payable after the date on which the Service Provider shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by the Service Provider as the Parties may agree or as shall be determined by arbitration.

C. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to the City without any deduction from such award for the value of the unexpired term of this Agreement or for any other estate or interest in the Premises now or later vested in the Service Provider. The Service Provider assigns to City all Service Provider's right, title, and interest in any and all such awards.

Article 22 – Subordination. This Agreement and all rights of the Service Provider under this Agreement shall be subject and subordinate to the lien of any and all mortgages or requirements of any historic preservation grant that may now or in the future affect the Premises, or any part of the Premises, and to any and all renewals, modifications, or extensions of any such mortgages or grants. The Service Provider shall on demand execute, acknowledge, and deliver to the City, without expense to the City, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights in this Agreement to the lien of any such mortgage(s) and grant(s). If the Service Provider shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, the City, in addition to any other remedies available in consequence of such failure, may execute, acknowledge, and deliver the subordination instrument as the Service Provider's attorney-in-fact and in the Service Provider's name. The Service Provider irrevocably makes, constitutes, and appoints the City, its successors and assigns, the Service Provider's attorney-in-fact for that purpose.

Article 23 – Access to Premises; Sign Posted by the City. The Service Provider shall permit the City or its agents to enter the Premises at all reasonable hours to show the Premises to prospective buyers, renters, or government officials in the course of the City of Cocoa's municipal functions. At any time, the City may show the Premises to persons wishing to rent them. The Service Provider shall, at any time, permit the usual notices of "For Rent" and "For Sale" to be placed on the Premises and to remain on the Premises without hindrance and molestation.

Article 24 – Easements, Agreements, or Encumbrances. The Parties shall be bound by all existing easements, agreements, and encumbrances, which may or may not be of record relating to the Premises, and the City shall not be liable to the Service Provider for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

Article 25 – Quiet Enjoyment. Subject to the terms and conditions of this Agreement, the City warrants that the Service Provider shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by the City if the Service Provider pays the rent and other charges provided in this Agreement, and otherwise fully and punctually performs the terms and conditions, in relation to the Municipal Services or otherwise, imposed on the Service Provider by this Agreement.

Article 26 – Liability of the City. The Service Provider shall be in exclusive control and possession of the Premises, and the City shall not be liable for any injury or damages to any property or to any person on or about the Premises or for any injury or damage to any property of the Service Provider. The provisions of this Agreement permitting the City to enter and inspect the Premises are made to insure that Service Provider is in compliance with the terms and conditions of this Agreement and to insure that the Service Provider makes repairs that the Service Provider has failed to make. The City shall not be liable to the Service Provider for any entry on the Premises for inspection purposes.

Article 27 – Rent abatement. No abatement, diminution, or reduction of rent shall be claimed or allowed to the Service Provider or any person claiming under the Service Provider under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, improvements, or repairs to the Premises, because of any governmental laws, or arising from and during the restoration of the Premises after their destruction or damage by fire or other cause, or the taking or condemnation of a portion only of the Premises, except as provided in Articles 11, 20 and 21.

Article 28 – Representations by City. At the commencement of the term, the Service Provider shall accept the Premises and improvements and any equipment in their existing condition and state of repair, and the Service Provider agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in respect to the buildings, improvements and equipment, except as contained in the provisions of this Agreement.

Article 29 – Assignment, Sublease or Sale.

Section 29.1 – Assignment or Sublease by Service Provider. Except as explicitly authorized by this subsection, neither the Service Provider nor the Service Provider's successors or assigns shall assign, mortgage, pledge, or encumber this Agreement or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law, without the prior, express, and written consent in writing of the

City in each instance.

The City acknowledges that the Historic Cocoa Village Association, Inc. intends to dissolve and assign its assets to the Greater Cocoa Community Partnership, Inc., which shall retire the fictitious name "Cocoa Main Street" and register a new fictitious name, "Historic Cocoa Village Main Street." Appropriate documentation from the Florida Department of State Division of Corporations as to approval of such transaction must be immediately submitted to the office of the City Manager. Additionally and to the extent necessary, updated insurance certificates required by this Agreement must be submitted to the City by the Greater Cocoa Community Partnership, Inc. Upon written acknowledgement of receipt by the City Manager of 1) all required insurance certificates, and 2) acceptable information from the Florida Department of State Division of Corporations documenting approval of the transaction, this Agreement shall be deemed assigned from the Greater Cocoa Community Partnership, Inc., d/b/a "Cocoa Main Street," and The Historic Cocoa Village Association, Inc. to the Greater Cocoa Community Partnership, Inc., d/b/a "Historic Cocoa Village Main Street," which shall become the Service Provider. Any consequent change regarding notice information addressed in Article 31 herein shall be immediately provided by the Service Provider to the City.

If this Agreement is assigned or transferred, or if all or any part of the Premises is sublet or occupied by anybody other than Service Provider, the City may, after default by the Service Provider, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved in this Agreement. However, any such assignment, subletting, occupancy, or collection shall not be deemed a waiver of any agreement or condition of this Agreement, or the acceptance of the assignee, transferee, subtenant, or occupant as the Service Provider. The Service Provider shall continue to be liable under this Agreement in accordance with its terms and conditions and shall not be released from the performance of the terms and conditions of this Agreement.

Section 29.2 – Assignment by City. City shall have the right to transfer, assign and convey, in whole or in part, any and all of its rights under this Agreement provided that the assignee and any assignee of the fee simple title of the Premises assume the obligations and duties of City arising under this Agreement.

Section 29.3 – Sale, Conveyance and Assignment. Nothing in this Agreement shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the Premises or the right of the City to assign its interest in this Agreement subject only to the rights of the Service Provider under this Agreement.

Article 30 – Surrender of Possession. The Service Provider shall, on the last day of the term, or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Premises to the City free of subtenancies, including all buildings, additions, and improvements constructed or placed on the Premises by the Service Provider, except moveable trade fixtures, all in good condition and repair. If the City so elects, any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to the Service Provider, if not removed at the termination or forfeiture of this Agreement, shall be deemed abandoned and become the property of the City without any payment or offset for such fixtures or property. At the City's election, the City may remove such fixtures

or property from the Premises and store them at the risk and expense of the Service Provider. The Service Provider shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property.

Article 31 – Notices. Communication 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 321-433-8660 with copy to Anthony A. Garganese, City Attorney Garganese, Weiss, D'Agresta & Salzman, P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Attn: Cocoa Main Street and The Historic Cocoa Village Association, Inc. 434 Delannoy Avenue Suite 203 Cocoa, FL 32922 (321) 631-9075

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail. Any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given seven (7) calendar days after the date of mailing thereof unless the postal system has been disrupted by strikes or slow downs, in which case notice shall be given by personal delivery only. Either party shall have the right to designate by notice, in the manner above set forth, a different address or representative to which notices are to be mailed.

Article 32 – Miscellaneous.

Section 32.1 – Right to Refuse Admission and to Eject. The City reserves the right to refuse admission to the Premises, outside of ordinary business hours, to any person not known by the City or properly identified; to eject any person from the Premises whose conduct may tend to be harmful to the safety and interests of the Premises, the tenants and the property thereon; to close any part of the Premises during any riot or other commotion where person or property may be impaired or prior to, during, or after a Hurricane or other natural disaster.

Section 32.2 – Service Provider Not to Allow Lien or Encumbrances. The Service Provider shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the Premises of which the Premises is a part. If any lien or

notice of lien on the account of any debt of the Service Provider shall be filed against the Premises or the property of which the Premises is a part, and the Service Provider fails to discharge the lien or notice of lien within twenty (20) days of filing, the City, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by the City and all costs and expenses (including reasonable attorneys' fees and interest) incurred by Landlord in connection therewith shall be paid by the Service Provider.

Section 32.3 – Condition Precedent. All rights, obligations and liabilities of the City and the Service Provider shall be subject to satisfaction of the condition precedent of the complete execution of this Agreement by the Service Provider and the City Manager of the City of Cocoa.

Section 32.4 – Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

Section 32.5 – 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.

Section 32.6 – Warranty of Professional Services & Compliance with Law. The Service Provider (for itself and any of its employees, contractors, volunteers, 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 contractors, 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. The Service Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority during the performance of the Municipal Services.

Section 32.7 – 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 contractor and not an agent of the City. The Service Provider, its contractors, volunteers, partners, agents, and their employees are independent contractors and not employees of the City. No provision contained herein shall be construed as creating a joint venture between the Parties. 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 the Service Provider, its contractors, volunteers, partners, employees, or agents, during or after the performance of the Work under this Agreement.

Section 32.8 – 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, directly or indirectly, 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 the Service Provider. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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 ST., 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, the 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. 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. 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 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 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.

Section 32.9 – Audit and Inspections. All Service Provider's records with respect to the providing of Municipal Services under 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. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement.

Section 32.10 – 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.

Section 32.11 – 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.

Section 32.12 – 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.

Section 32.13 – 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.

Section 32.14 – 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, whether at settlement, trial or on appeal.

Section 32.15 – Headings. All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 32.16 – Waiver. Any waiver by City of any breach or violation of Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

Section 32.17 – Corporate Representations. Service Provider makes the following representations to City:

A. 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.

B. The undersigned signatory for 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 Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide, if requested by the City, a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to, or any time after, the execution of this Agreement.

Section 32.18 – City's Right of Inspection. In addition to any rights of inspection of the City in relation to the occupancy of the Premises by the Service Provider as a tenant, the City is hereby granted the right of entry onto Service Provider's property used to perform the Municipal Services for purposes of determining 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.

Section 32.19 – 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.

Sections 32.8, 32.9, 16.1, 16.2 and 32.22 shall survive the termination of this agreement.

Section 32.20 – Assignment. Except as explicitly provided in Section 29.1, this Agreement shall not be assigned by the Service Provider unless agreed to in writing by the City.

Section 32.21 – No City Obligation for Future Obligations to the Service Provider. No provision in this Agreement shall be construed as requiring the City to provide a lessened or nominal rental amount or otherwise in exchange for Municipal Services, or shall otherwise obligate the City in any respect relating to the Service provider, in the future.

Section 32.22 – 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. Contractor 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.

Article 33 – Recordation. This Agreement shall be recorded in the public records of Brevard County, Florida.

[***Remainder of page intentionally blank. 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:

_____
Print Name: _____

_____
Print Name: _____

GREATER COCOA COMMUNITY PARTNERSHIP, INC. d/b/a "COCOA MAIN STREET"

By: _____

Print name: _____

Title: _____

Date: _____

WITNESS:

_____
Print Name: _____

_____
Print Name: _____

THE HISTORIC COCOA VILLAGE ASSOCIATION, INC.,

By: _____

Print name: _____

Title: _____

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA:

_____
John A. Titkanich, Jr., AICP, ICMA-CM
City Manager Date

EXHIBIT A

SCOPE OF WORK

A. GENERAL OBLIGATIONS

1. The Service Provider shall partner with and support the City to fulfill, at a minimum, the community-based projects provided for hereunder in Section B.
2. The Municipal Services shall largely focus on the coordination and implementation of physical improvements to the City, as directed by the City.
3. In addition to the specific projects identified in Section B. hereunder, the Service Provider shall support other community beautification projects, provide volunteers in support of City-sponsored (leisure Services and otherwise) events and/or economic development initiatives.
4. The Service Provider shall supply all personnel necessary to provide the Municipal Services detailed herein.

B. SPECIFIC PROJECTS

1. The projects and obligations specified below in Section 2. will be provided by the Service Provider until a revised and Scope of Work is agreed upon by the Parties. The City and the Service Provider shall agree upon such revised Scope of Work on or before March 1, 2020. In accordance with the Municipal Services Agreement, the Municipal Services, as described in the Scope of Work, constitute a material term and condition of the Agreement. The failure of the parties to agree upon a revised Scope of Work on or before March 1, 2020 shall constitute a failure by the Service Provider to perform the Municipal Services, as determined by the City, and shall constitute a material breach of this Agreement and a cause for termination of the Agreement and surrender of the leased Premises as further provided for in the Municipal Services Agreement.

2. The following projects and obligations shall be provided by the Service Provider to the City:

   a. The Service Provider will provide to the City a promotional table at each of the Service Provider's upcoming events for the City to display any promotional events or materials.

   b. The Service Provider will include the City logo on all promotional materials for upcoming events of the Service Provider. The City shall have the right to review the Service Provider's promotional materials in advance of their release and the City may reject inclusion of the City logo thereon in its sole discretion.

   c. The Service Provider will help promote and collect items for the City's food, toy and school supply drives.

   d. The Service Provider will help plan and promote the "Hot Cocoa Holidays" events which occur in December 2019, which include but are not limited to the Holiday Craft Fair, Cocoa/Rockledge Holiday Parade, Cocoa Holiday Festival, and Taste of Cocoa events.

   e. The Service Provider will help to promote the City of Cocoa's City Government Week events in October 2019, which include but are not limited to an Open House at City Hall and a Touch-a-Truck event.

Legislation Details (With Text)

File #:	19-348	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	7/12/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2020 to December 31, 2020 and payments to eligible retirees for Medicare Part B reimbursement. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, medical, retiree				
Code sections:					
Attachments:	2009-150(Amending resolution 2008-133 to include a 100_ health ins. premium (3).pdf 071219 - Cocoa - Medicare Retiree UHC Renewal Evaluation 2019 Part B Costs				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 12, 2019
Agenda Date: July 24, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2020 to December 31, 2020 and payments to eligible retirees for Medicare Part B reimbursement.

BACKGROUND:

On November 24, 2009, the Cocoa City Council created Resolution 2009-150, amending Resolution 2008-133 which requires Medicare eligible retirees to elect the City's selected Medicare Insurance Plan for health insurance coverage. The resolution also requires Medicare eligible retirees to elect both Medicare Parts A & B. Although, Medicare Part A is at no cost to the retiree, the City reimburses eligible retirees on a quarterly basis for the cost of Medicare Part B. The City also pays the Medicare Advantage United Healthcare (UHC) premium for eligible retirees.

Due to hospital limitations in the local area, on June 23, 2015 Council approved a multi-year contract from September 1, 2015 to December 31, 2015, to replace the previous provider of Aetna for Medicare Advantage Plans with United Healthcare (UHC). Since that time the City has had four calendar plan renewals with UHC covering the 2016 - 2019 plan years.

The Medicare Advantage Plan with UHC for the 2019 calendar plan year is $370.94 per covered

member. In the current plan year, Congress waived the ACA Insurer Fee, which was a cost savings to the plan. The ACA Insurer Fee is one of many fees implemented by Congress and intended to help fund implementation of the Affordable Care Act (ACA). As of today, Congress has not taken action to waive the fee for 2020. As a result, there is an overall increase in the 2020 proposed rate for the City's plan. Please note, however, that the base premium has declined 2.7% from 2019. Should Congress take action by the end of 2019 to waive the Insurer Fee for 2020, the City's rates will be adjusted accordingly, and there will be a reduction in the overall premium. Below is a summary of the 2020 renewal for your reference:

Premium/Fee	**2019**	**2020**
Base Premium	$370.94	361.16
Insurer Fee	N/A	$32.03
Total Monthly Premium	$370.94	$393.19

This equates to a total annual premium of $386,899 based on the current enrollment of 82 retirees and/or spouses. A portion of the Plan premiums are paid by retirees and/or retiree survivor spouses to cover any non-City paid premiums.

The annual premium costs do not include the quarterly reimbursements of Medicare Part B to eligible retirees. The current 2019 standard Medicare Part B premium amount is $135.50 per month. Medicare sets the Part B rates on a calendar year basis; and the 2020 calendar year rates have not been set. The total annual costs for Part B reimbursements in FY 2020 will be approximately $136,645 and have been included in the proposed FY20 budget.

This brings the estimated budgetary impact for the Medicare Advantage Plan with UHC and the Part B Reimbursements to $525,512.

City Staff and the Gehring Group considered the renewal projections, the overall satisfaction with the plan on the part of the retirees and recommends to accept the renewal offer from United Healthcare for the Medicare Advantage Plans for the 2019-2020 plan year.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance costs for current and retired employees helps maintain financial sustainability for the City. Additionally, this aids in improving employee retention to help retain employees at the City of Cocoa for a long tenure.

BUDGETARY IMPACT:

Budgeted Yes

In the proposed budget for FY 2020 estimated, however, the amount may change throughout the year based on enrollments.

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Amount Requested	$370,780.00
Account Number	001-1600-513.23-00
Account Name	Life/Health Insurance Retirees

Amount Requested	$154,732.00
Account Number	421-4010-536.23-02
Account Name	Life/Health Insurance Retirees

This renewal is a multi-year contract that will include three months of Fiscal Year 2021. The Medicare Advantage Plan is for the plan members at age 65 or older. Retirees under age 65 are under the City's group Cigna plan. The budget in these account lines also includes the retiree coverage for dental and vision plans.

PREVIOUS ACTION:

Council approved, at the regular Council meeting held on July 24, 2018 the renewal of a multi-year contract with United Healthcare for Medicare Advantage Health Insurance Plans for eligible retirees 65 and over from January 1, 2019 to December 31, 2019.

RECOMMENDED MOTION:

Approve renewal of a multi-year contract with United Healthcare for Medicare Advantage Plan for eligible retirees 65 and over from January 1, 2020 to December 31, 2020 and payments to eligible retirees for Medicare Part B reimbursement.

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RESOLUTION 2009- 150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2008-133 TO INCLUDE A 100 PERCENT HEALTH INSURANCE PREMIUM BENEFIT FOR EMPLOYEES SERVING ON THE EXECUTIVE MANAGEMENT TEAM UPON RETIREMENT FROM THE CITY AND UNDER THE TERMS AND CONDITIONS STATED HEREIN; RESTATING THE CITY'S POLICY FOR PROVIDING HEALTH INSURANCE PREMIUM BENEFITS, WHICH HAS BEEN PREVIOUSLY ADOPTED BY THE CITY COUNCIL AND AS AMENDED BY THIS RESOLUTION, FOR ADMINISTRATIVE PURPOSES AND CONVENIENCE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City's policy for providing health insurance premium benefits ("HIPB"), was restated for convenience and administrative purposes pursuant to Resolution 2008-133; and

WHEREAS, in addition to the City Manager, the City also currently employs a management team consisting of the Deputy City Manager, City Clerk, Department Directors, and Deputy Department Directors (hereinafter "Executive Management Team"); and

WHEREAS, the City Council desires to amend Resolution 2008-133 to include a 100 % health insurance premium benefit to employees of the Executive Management Team, for the employee's lifetime, under the terms and conditions set forth in this Resolution; and

WHEREAS, the City Council deems it is in the best interests of the public health, safety, and welfare to also restate the City's HIPB policy for convenience and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are deemed true and correct and are incorporated herein by this reference as part of this Resolution.

SECTION 2. HIPB Policy Amended and Restated. The City's policy regarding health insurance premium benefits ("HIPB"), as previously restated and approved by Resolution 2008-133, is hereby restated with amendments regarding the Executive Management Team in underlined and ~~strikeout~~ print as follows:

Section 1. Intent and Purpose. It is hereby declared to be the intent and purpose of this resolution as follows:

(a) To provide authority to pay health insurance premiums for the City's group insurance policy ("Group Insurance"), and the City's Medicare supplement policy ("Supplement to Medicare") in limited circumstances, to cover City employees taking normal or disability retirement, providing the eligibility requirements and terms and conditions proscribed herein are fully satisfied.

(b) To distinguish those employees employed by the City between February 11, 1986 and January 14, 1992 and those hired by the City after January 14, 1992 because, in fairness, the January 14, 1992 policy change should not be applied retroactively - thereby employees employed during the time period between February 11, 1986 and January 14, 1992 shall be provided an opportunity to participate in the prior policy (100% Benefit, infra) originally offered them.

(c) To provide any retiree the right to decline, in writing, the benefit provided herein and such declination shall be deemed immutable and permanent.

(d) To prohibit all City employees hired (as either a first time or rehired employee) after January 14, 1992 from being eligible for the 100% benefit, even if a rehired employee was previously employed between February 11, 1986 and January 14, 1992.

(e) To provide a 100% retirement benefit to employees serving on the Executive Management Team as a retention and recruitment benefit under the terms and conditions stated herein.

Section 2. One Hundred Percent (100%) Benefit. The City shall pay health insurance premiums for full-time City employees employed by the City during the time period between February 11, 1986 and January 14, 1992, for the employee's lifetime, upon normal or disability retirement, and for employees serving on the Executive Management Team upon executive management retirement, and under the following terms and conditions:

(a) The City shall pay for each employee one hundred percent (100%) of the health insurance premium for the Group Insurance until the retiree reaches age 65 or otherwise becomes eligible for Medicare, whichever comes first. When the retiree reaches age 65 or otherwise becomes eligible for Medicare, the retiree must enroll in Medicare Part A and B and the City's Medicare Supplement Plan, within thirty (30) days of becoming eligible for Medicare, in order to continue receiving the lifetime health insurance premium benefit paid by the City. Upon timely enrollment in Medicare Part A and B and the City's Medicare Supplement Plan, the City will be responsible for paying the actual cost of the Medicare Supplement Plan and will reimburse the retiree, on a quarterly basis, for the actual cost of Medicare Part B. However, the Medicare Part B reimbursement, when combined with the cost of the Medicare Supplement Plan paid by the City, shall not exceed the cost of the health insurance premium provided to individual City employees under the Group Insurance ("Reimbursement Allowance"). Any cost in excess of the Reimbursement Allowance shall be paid by the retiree. Notwithstanding, upon becoming eligible for Medicare, the retiree may decline to participate in the City's Medicare Supplement Plan and choose to continue to participate in the Group Insurance at retiree's expense. Medicare shall become the retiree's primary health insurance carrier and any health insurance provided by the City hereunder shall be considered as a Supplement

to Medicare. When the retiree's dependents reach age 65 or otherwise become Medicare eligible, whichever comes first, the dependent shall be eligible to participate in the City's Medicare Supplement Plan instead of Group Insurance under the terms and conditions of the Medicare Supplement Plan. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred percent (100%) of the premiums.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and fire fighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

(c) For purposes of this section, "executive management retirement" shall mean:

(1) The employee must be employed with the City in a full-time capacity for a minimum of ten (10) consecutive years; and

(2) Upon retirement from the City, the employee must be serving in the capacity of a member of the Executive Management Team and must have served as part of the Executive Management Team for at least five (5) years; and

(3) Upon retirement from the City, the employee must be at least fifty-five (55) years of age or older.

(cd) Except for employees serving on the Executive Management Team as provided in subparagraph (c), Tthe100% benefit provided in this section shall be further limited to only those employees employed between February 11, 1986 and January 14, 1992 and who have either retired during that time period or retired subsequent to January 14, 1992 and were continuously employed by the City until retirement. Any employee previously employed during that time period, but who had employment terminated for any reason, shall not be eligible for the 100% benefit if they subsequently are rehired after January 14, 1992.

Section 3. Fifty Percent (50%) Benefit. The City shall pay health insurance premiums for full-time City employees hired after January 14, 1992, upon normal or disability retirement and under the following terms and conditions:

(a) The City shall pay for each retiree fifty percent (50%) of the health insurance premium for the Group Insurance until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, at which time all health insurance premium payments by the City shall cease. The retiree shall pay one hundred percent (100%) of dependent coverage and upon the death of the retiree, the dependent coverage shall continue provided the dependent pays one hundred

percent (100%) of the premiums. Employees retiring under disability shall meet Social Security rules for one hundred percent (100%) disability and draw Social Security.

(b) For purposes of this section, "normal retirement" shall mean:

(1) For police officers and firefighters, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time, and the employee has completed at least 25 years of credited service.

(2) For general employees, that term as it is defined in the retirement plan ordinances (applicable to the retiree), as amended from time to time.

Section 4. City Manager Authority. The City Manager shall have the authority, when it is determined in the best interest of the City, to offer an early retirement health insurance benefit to any of the employees listed on Appendix A. Eligible employees will be able to retire early without losing their 100% paid health insurance benefits as long as they are within five (5) years of one of the eligibility criteria for retirement (years of service or age).

SECTION 3. Reservation of Rights. The City Council hereby reserves the right, at its discretion, with or without cause, to amend, modify, alter or repeal, in whole or in part, any term or condition contained in this Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council are hereby repealed.

SECTION 5. Severability. If any section, clause, phrase, word, or provision is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

SECTION 6. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED at a Regular Meeting of the City Council of the City of Cocoa, Florida, assembled this 24th day of November, 2009.

Michael C. Blake

Michael Blake, Mayor

ATTEST: Marie Healy for

Joan Clark, City Clerk

City of Cocoa
Retiree Medicare Advantage Coverage
Effective Date: January 1, 2020

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	CURRENT		RENEWAL	
Summary of Benefits	**2019**		**2020**	
Plan Structure	**United Healthcare Medicare Advantage National PPO Plan 4M**		**United Healthcare Medicare Advantage National PPO Plan 4M**	
Network Name	***In Network***	***Out of Network***	***In Network***	***Out of Network***
Annual Deductible				
Individual	$0	$0	$0	$0
Out-of-Pocket Maximum				
Individual	$1,500		$1,500	
Physician Services				
Primary Care Physician	$10	$10	$10	$10
Specialist	$20	$20	$20	$20
Telemedicine	No Charge	No Charge	No Charge	No Charge
Preventive Services (Medicare-covered)	No Charge	No Charge	No Charge	No Charge
Immunizations (Flu, Pneumococcal, Hep B)	No Charge	No Charge	No Charge	No Charge
Eye Exam (Medicare-covered)	$20	$20	$20	$20
Hearing Exam (Medicare-covered)	$20	$20	$20	$20
Dental Services (Medicare-covered)	$20	$20	$20	$20
Lab & Radiology Services				
X-ray Services	$10	$10	$10	$10
Diagnostic Radiology Service	$20	$20	$20	$20
Hospital Services				
Inpatient Hospital Stay	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Surgery	$100	$100	$100	$100
Emergency Room *(waived if admitted)*	$65	$65	$65	$65
Urgent Care	$10	$10	$10	$10
Ambulance	$50	$50	$50	$50
Inpatient Mental Health / Substance Abuse	$250 Per Admit	$250 Per Admit	$250 Per Admit	$250 Per Admit
Outpatient Mental Health/Substance Abuse	$10/$20	$10/$20	$10/$20	$10/$20
Other Services				
Diabetic Monitoring Supplies	No Charge	No Charge	No Charge	No Charge
Chiropractic Visit (Medicare-covered)	$20	$20	$20	$20
Durable Medical Equipment	$20	$20	$20	$20
Hearing Aid Reimbursement	$500 Hearing Aid Allowance Combined every 36 months		$500 Hearing Aid Allowance Combined every 36 months	
Home Care Visits	No Charge	No Charge	No Charge	No Charge
Prescription Drugs **$0 to Initial Coverage Limit (ICL) (Gap)**	*$0 through $3,820*		*$0 through $4,020*	
Tier 1: Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	2 X Retail	Not Covered	2 X Retail	Not Covered
ICL (Gap) to Catastrophic	*$3,820 through $5,100*		*$4,020 through $6,350*	
Tier 1: Generic	$10	Not Covered	$10	Not Covered
Tier 2: Preferred Brand	$20	Not Covered	$20	Not Covered
Tier 3: Non-Preferred Brand	$35	Not Covered	$35	Not Covered
Tier 4: Specialty	$35	Not Covered	$35	Not Covered
Mail Order (90 day supply)	2 X Retail	Not Covered	2 X Retail	Not Covered
Catastrophic	*$5,100 and greater*		*$6,350 and greater*	
Generic	Greater of $3.40 or 5%	Not Covered	Greater of $3.60 or 5%	Not Covered
Brand Name	Greater of $8.50 or 5%	Not Covered	Greater of $8.95 or 5%	Not Covered
Non-Preferred Brand	Greater of $8.50 or 5%	Not Covered	Greater of $8.95 or 5%	Not Covered
Mail Order (90 day supply)	Greater of $8.50 or 5%	Not Covered	Greater of $8.95 or 5%	Not Covered
Net Premium **82**	**$370.94**		**$361.16**	
ACA Insurer Fee	**$0.00**		**$32.03**	
Total Premium	**$370.94**		**$393.19**	
Monthly Premium	**$30,417**		**$32,242**	
Total Annual Premium	**$365,005**		**$386,899**	
Dollar Change	**N/A**		**$21,894**	
% Change	**N/A**		**6.0%**	

2019

The standard Part B premium amount in 2019 will be $135.50. Most people will pay the standard Part B premium amount. If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount (IRMAA). IRMAA is an extra charge added to your premium.

If your yearly income in 2017 (for what you pay in 2019) was			You pay each month (in 2019)
File individual tax return	**File joint tax return**	**File married & separate tax return**	
$85,000 or less	$170,000 or less	$85,000 or less	$135.50
above $85,000 up to $107,000	above $170,000 up to $214,000	Not applicable	$189.60
above $107,000 up to $133,500	above $214,000 up to $267,000	Not applicable	$270.90
above $133,500 up to $160,000	above $267,000 up to $320,000	Not applicable	$352.20
above $160,000 and less than $500,000	above $320,000 and less than $750,000	above $85,000 and less than $415,000	$433.40

Legislation Details (With Text)

File #:	19-319	**Version:**	1	**Name:**	June, 2019 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/27/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 06/30/2019.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.18 thru 06.30.19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 28, 2019
Agenda Date:	July 24, 2019
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 06/30/2019**.**

BACKGROUND:

The following reports for the period October 01, 2018 through June 30, 2019 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 10-01-18 thru 06-30-19

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 37

City Manager = 20

City of Cocoa CRA Board = 0

City Council = 17

Purchase Order Approvals 10-01-18 thru 06-30-19
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73571	10/23/2018	Verizon Wireless	$ 48,360.00	10/22/2018	Matthew J. Fuhrer (Acting)
73649	10/26/2018	Garganese, Weiss, D'Agresta	$ 35,000.00	10/26/2018	John A. Titkanich, Jr. AICP
73653	10/26/2018	G4S Secure Solutions	$ 49,567.00	10/26/2018	John A. Titkanich, Jr. AICP
73655	10/26/2018	Trane Orlando	$ 45,650.00	10/26/2018	John A. Titkanich, Jr. AICP
73731	11/5/2018	Ring Power	$ 42,589.00	10/30/2018	John A. Titkanich, Jr. AICP
73786	11/14/2018	Insource Software	$ 38,939.70	11/9/2018	John A. Titkanich, Jr. AICP
73826	11/20/2018	Champion Solutions	$ 44,674.22	11/19/2018	John A. Titkanich, Jr. AICP
73848	11/27/2018	Carollo Engineers Inc.	$ 45,370.99	11/21/2018	John A. Titkanich, Jr. AICP
73906	12/4/2018	Pro Co Inc.	$ 35,280.00	12/4/2018	John A. Titkanich, Jr. AICP
73926	12/7/2018	S&L Materials	$ 35,000.00	12/6/2018	John A. Titkanich, Jr. AICP
73977	12/12/2018	Robinson Equipment	$ 37,423.13	12/11/2018	John A. Titkanich, Jr. AICP
74015	12/26/2018	Ferguson Enterprises Inc.	$ 42,800.00	12/21/2018	John A. Titkanich, Jr. AICP
74097	1/14/2019	Bussen Mayer Engineering Group	$ 37,515.00	1/14/2019	John A. Titkanich, Jr. AICP
74152	1/25/2019	CH2M Hill Engineers Inc.	$ 39,606.00	1/24/2019	John A. Titkanich, Jr. AICP
74153	1/25/2019	CDM Smith Inc.	$ 42,680.00	1/24/2019	John A. Titkanich, Jr. AICP
74186	2/1/2019	CDM Smith Inc.	$ 40,960.00	1/31/2019	John A. Titkanich, Jr. AICP
74249	2/13/2019	Carollo Engineers Inc.	$ 38,540.00	2/13/2019	John A. Titkanich, Jr. AICP
74412	3/19/2019	Tyler Technologies	$ 43,256.00	3/19/2019	John A. Titkanich, Jr. AICP
74413	3/19/2019	CH2M Hill Engineers Inc.	$ 40,611.00	3/19/2019	John A. Titkanich, Jr. AICP
74421	3/21/2019	DMD Consultants	$ 49,984.00	3/21/2019	John A. Titkanich, Jr. AICP

20 Purchase Order Approved by City Manager

Prepared by Purchasing 6/28/2019

Purchase Order Approvals 10-01-18 thru 06-30-19
$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 6/28/2019

Purchase Order Approvals 10-01-18 thru 06-30-19
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73370	10/8/2018	Flowers Chemical Laboratories	$ 41,754.00	9/25/2018	City Council
73401	10/9/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73413	10/10/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73448	10/15/2018	Industrial Chemicals	$ 35,200.00	9/25/2018	City Council
73501	10/18/2018	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
73524	10/18/2018	Lisa Cullen Tax Collector	$ 39,600.00	4/28/2018	City Council
73590	10/23/2018	Water Resource Assoc.	$ 49,520.00	11/14/2017	City Council
73648	10/26/2018	Axon Enterprises	$ 49,902.00	10/24/2017	City Council
73711	11/5/2018	Empire Computing	$ 47,876.80	10/10/2018	City Council
73714	11/5/2018	Florida Power & Light	$ 35,270.00	10/10/2018	City Council
73723	11/5/2018	Sunstate Meter and Supply	$ 35,836.00	10/28/2014	City Council
73728	11/5/2018	FL Dept of Corrections	$ 43,122.75	12/2/2017	City Council
73759	11/7/2018	Sunstate Meter and Supply	$ 43,350.00	10/28/2014	City Council
73903	12/4/2018	Integrity Public Finance	$ 37,500.00	11/28/2019	City Council
73969	12/12/2018	Alan Jay Chevrolet	$ 39,291.25	11/28/2018	City Council
74017	12/26/2018	Space Coast Auto Supply	$ 37,200.00	7/24/2018	City Council
74037	12/26/2018	JSR Enterprises	$ 47,334.00	7/24/2018	City Council

17 **Purchase Order Approved by City Council**

Prepared by Purchasing 6/28/2019

Legislation Details (With Text)

File #:	19-331	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/8/2019			**In control:**	City Council
On agenda:	7/24/2019			**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.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	June 2019 Contingency Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 8, 2019
Agenda Date: July 24, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, 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 June 30, 2019. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 6/30/2019

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS11VR	12" Tapping Valve									
Op. Rev.		221,106.50	2/27/2019	2019-012						
Project Manager:		20,100.00	contingency authorized							
account #	421-4025-536.46-00	201,006.50	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development		*FY 19 PO ISSUE*	FY2019	38149	201,006.50	201,006.50			
	Contractor PO# 74414									
		20,100	**^contingency balance-->**							
CP1504	Dr. Joe Lee Smith Center									
Op. Rev.		3,445,839.00	1/9/2019	2019-004						
Project Manager:		150,000.00	contingency authorized							
account #	301-3580-519.62-00	3,295,839.00	exp authorized before contingency				Cumulative	FY19 cum		
	W & J Construction		*FY 19 PO ISSUE*	FY2019	37879	170,144.00	170,144.00		$ 113,374.98	
	Contractor PO# 74150									
		150,000	**^contingency balance-->**							
WS18DP	Reactor Clarifier									
Op. Rev.		286,874.50	12/12/2018	2018-116						
Project Manager:		26,079.50	contingency authorized							
account #	426-4055-536.63-00	260,795.00	exp authorized before contingency				Cumulative	FY19 cum		
	E & D Contracting Services Inc.		*FY 19 PO ISSUE*	FY2019	37754	260,795.00	260,795.00		$ 19,205.00	
	Contractor PO# 74040									
*Bond										
		111,913	**^contingency balance-->**							
WS1431	North Tropical Trail Looping Improvements									
Op. Rev.		1,231,048.17	12/12/2018	2018-114						
Project Manager:		111,913.47	contingency authorized							
account #	426-4055-536.63-00	1,119,134.70	exp authorized before contingency				Cumulative	FY19 cum		
	Atlantic Development of Cocoa		*FY 19 PO ISSUE*	FY2019	37710	1,119,134.70	1,119,134.70		$ 586,684.47	
	Contractor PO# 074042		CO#1		37978	16,542.60				
*Bond										
		95,371	**^contingency balance-->**							
	Lift Station 29 Gravity Main									
Op. Rev.		178,739.00	9/25/2018	2018-084						
Project Manager:		16,249.00	contingency authorized							
account #	421-4025-536.46-00	162,490.00	exp authorized before contingency				Cumulative	FY19 cum		
	Danus Utilities		*FY 19 PO ISSUE*	FY2019			-		$ -	
	Contractor PO#									
		20,100	**^contingency balance-->**							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative	FY19 cum		
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	448,510.00	(74,139.93)	$ 426,084.59	
	Contractor PO#72425		CO#1		38043	(74,139.93)				
			CO#2		38451	1,140.00				
		52,265	**^contingency balance-->**							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
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	FY19 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00			
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41			
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91			
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53			
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91	v		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98	v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	v		
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09			
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47			
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12			
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12			
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32			
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98			
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83			
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97			$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97			$ 1,300.00
							4,667,012.97			
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67			
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28			
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58			$ -
					34893	9,984.39	4,667,012.97			$ 6,739.35
										$ 1,000.00
			PO#73686	FY2019		1,000.00				
		209,868	^contingency balance-->							
WS1222	BNR Process Improvements									
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083						
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized							
		2,753,375.93	constr' exp authorized before contingency							
				2018-083						
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037						
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order							
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY19 cum	FY19	FY18
	Brandes Design-Build, Inc. FY2013 PO# 62086									
	Bid No. B-13-11-COC									
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00	$ 98,983.65		
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)		$ 98,983.65		
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00			
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29			
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73			
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29			
					26917	10,200.00	2,823,016.29			
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43			
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43			
					29249	32,800.00	2,871,794.43			
			CO#1		29329	(5,000.00)	2,866,794.43			
			CO#2		29212	4,151.50	2,870,945.93			
			CO#3		29905	5,327.32	2,876,273.25			
			CO#4		30046	(5,327.32)	2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93			
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09			$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09	-		$ -
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09	84,072.06		$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09	84,072.06		$ 58,955.00
						(33,812.06)	2,872,062.03	84,072.06		$ 169,885.00
						(13.25)	2,872,048.78			$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03	1		$ 76,622.86
			CO#2 CDM SMITH			86,975.40				
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	2,942,214.09			
			CO#1		36547	11,430.00	2,953,644.09	11,430.00		
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	76,000.00			$ -
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete				
		341,480	^contingency balance--> for Brandes Design-Build							
		10,000	^contingency balance--> for Maxwell Contracting							

Legislation Details (With Text)

File #:	19-332	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/8/2019			**In control:**	City Council
On agenda:	7/24/2019			**Final action:**	
Title:	FY 2019 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	June FY 2019 EXPENSE Budget Tracking Worksheet.pdf June FY 2019 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 8, 2019
Agenda Date: July 24, 2019
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2019 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 2019 thru June 30, 2019.

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 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
01/10/19	001-1000-511.52-00	($100)	BA #44 - BUSINESS CARDS FOR NEW COUNCIL MEMBERS		1285
	001-1000-511.47-00	$100			
04/30/19	001-1000-511.48-00	($203)	BA #72 - MARCH CLEANUP FLOWER PURCHASE		2823
	001-1000-511.49-00	$203			
2	Budget Amendments/Transfers		Division 1000 Total	$0.00	
1100 - CITY MANAGER'S OFFICE					
11/28/18	001-1100-512.49-00	$3,231	BA #21 - WEBSITE ADA COMPLIANCE		655
05/22/19	001-1100-512.24-00	$56	BA# 60 - NEW POSITION DIGITAL COMMUNICATIONS COORDINATOR		3243
	001-1100-512.27-00	$850			
	001-1100-512.21-00	$1,754			
	001-1100-512.22-00	$1,824			
	001-1100-512.23-00	$6,363			
	001-1100-512.12-00	$22,072			
2	Budget Amendments/Transfers		Division 1100 Total	$36,150.00	
1103 - INFORMATION TECHNOLOGY					
01/09/19	001-1103-516.68-10	($8,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-1103-516.68-10	($7,059)			
	001-1103-516.64-15	($6,000)			
	001-1103-516.52-00	$21,059			
04/01/19	001-1103-516.52-00	($135)	BA #68 - PROPERTY TAX ON LEASED RICOH COPIERS		2361
	001-1103-516.49-00	$135			
2	Budget Amendments/Transfers		Division 1103 Total	$0.00	
1190 - LEISURE SERVICES					
04/10/19	001-1190-574.23-00	$6,940	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
1	Budget Amendments/Transfers		Division 1190 Total	$6,940.00	
1500 - FINANCE GENERAL ACCOUNTNG					

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/09/19	001-1500-513.64-00	($3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	001-1500-513.52-00	$3,500		
04/10/19	001-1500-513.12-00	($4,495)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-1500-513.12-12	$187		
	001-1500-513.27-00	$593		
	001-1500-513.22-00	$3,715		
04/30/19	001-1500-513.52-00	($465)	BA #72 - MARCH CLEANUP BUDGET DOCUMENT COVERS / TABS	2823
	001-1500-513.47-00	$465		
3	Budget Amendments/Transfers		Division 1500 Total	$0.00
1510 - FINANCE UTILITY ACCOUNTNG				
01/09/19	001-1510-536.34-00	$32,256	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS	1324
04/10/19	001-1510-536.27-00	$1,328	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-1510-536.21-00	$1,799		
	001-1510-536.22-00	$3,037		
	001-1510-536.13-00	$22,969		
2	Budget Amendments/Transfers		Division 1510 Total	$61,389.00
1600 - GENERAL OPERATIONS				
11/14/18	001-1600-513.39-00	($6,000)	BA #14 - MILESTONE PROFFESIONAL SERVICES - DEBT COMP, FIN REP	647
	001-1600-513.31-00	$6,000		
11/28/18	001-1600-513.39-00	($10,000)	BA #21 - INTEGRITY FINANCE LLC - TAX EXEMPT CALCULATIONS	942
	001-1600-513.31-00	$10,000		
01/09/19	001-1600-513.39-00	($32,256)	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS	1324

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/13/19	001-1600-513.39-00	($8,213)	BA# 62 - PART-TIME RECORD SECRETARY FOR FY2019		2191
	001-1600-513.49-00	$130,000	BA# 63 - FMIT DEDUCTIBLE PAYMENT FOR FY19		2189
	001-1600-513.39-00	($70,000)	BA# 65 - 3RD PARTY PROFFESIONAL PLANNING SERVICES		2192
	001-1600-513.83-01	$50,000	BA# 70 - LEASE OF CITY PROPERTY / FLORIDA HISTORY MUSEUM		2193
04/10/19	001-1600-513.39-00	($88,112)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1600-513.39-00	($29,133)			
	001-1600-513.39-00	($20,144)			
	001-1600-513.39-00	($6,940)			
04/24/19	001-1600-513.39-00	($109,000)	BA #79 - NON RETAINER FEE PAID TO CITY ATTORNEY		2879
	001-1600-513.31-01	$109,000			
04/30/19	001-1600-513.52-00	($2)	BA #72 - MARCH CLEANUP INCREMENTAL CRA TAXES		2823
	001-1600-513.81-00	$2			
	001-1600-513.31-00	($400)	BA #72 - MARCH CLEANUP LEADERSHIP RETREAT RENTAL		2823
	001-1600-513.44-00	$400			
05/22/19	001-1600-513.39-00	($32,919)	BA# 60 - NEW POSITION DIGITAL COMMUNICATIONS COORDINATOR		3243
06/12/19	001-1600-581.91-03	$1,324,369	BA #101 - CONSTRUCTION FOR JOE LEE SMITH CENTER		3490
	001-1600-513.39-00	($19,937)	BA #99 - COVER LOAN FEE FOR CDBG 108 LOAN		3489
	001-1600-581.91-03	$19,937			
06/26/19	001-1600-581.91-23	($232,864)	BA #106 - UNUSED BUDGET AND MEDIAN MAINTENANCE		3758
	001-1600-513.23-00	($300)	BA #78 - APRIL CLEANUP SUMMER YOUTH PROGRAM		3663
	001-1600-513.34-00	$300			
16	Budget Amendments/Transfers		Division 1600 Total	$983,788.00	
1601 - EMERGENCY/DISASTER SVS					
11/28/18	001-1601-525.63-00	$35,074	BA #21 - HURRICANE IRMA DAMAGES		655
01/09/19	001-1601-525.41-00	$2,400	BA #34 - FIRE STATION REPEATER		1322
2	Budget Amendments/Transfers		Division 1601 Total	$37,474.00	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1801 - HUMAN RESOURCES					
01/29/19	001-1801-513.23-00	($1,250)	BA #47 - CONTRACT WORK SAFETY RISK MANAGER		1518
	001-1801-513.34-00	$1,250			
04/01/19	001-1801-513.23-00	($432)	BA #68 - COVER VERIZON BILLS FOR HR REMAINDER FY		2361
	001-1801-513.41-00	$432			
04/10/19	001-1801-513.12-00	($1,558)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1801-513.12-12	$1,558			
3	Budget Amendments/Transfers		Division 1801 Total	$0.00	
1805 - CITY CLERK					
03/13/19	001-1805-513.24-00	$13	BA# 62 - PART-TIME RECORD SECRETARY FOR FY2019		2191
	001-1805-513.21-00	$542			
	001-1805-513.22-00	$585			
	001-1805-513.12-00	$7,073			
04/10/19	001-1805-513.22-00	$825	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-1805-513.21-00	$852			
	001-1805-513.23-00	$7,778			
	001-1805-513.12-00	$10,689			
2	Budget Amendments/Transfers		Division 1805 Total	$28,357.00	
2100 - POLICE ADMIN/OPERATIONS					
10/25/18	001-2100-521.52-00	($742)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH		267
	001-2100-521.46-00	$742			
11/14/18	001-2100-521.64-15	($50,400)	BA #11 - PD LAPTOP REPLACEMENT PROGRAM (NO LONGER CAPITAL)		645
	001-2100-521.52-00	$50,400			
01/09/19	001-2100-521.64-01	($24,879)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-2100-521.64-00	($8,075)			
	001-2100-521.64-00	($3,846)			
	001-2100-521.52-00	$3,846			
	001-2100-521.52-00	$8,075			
	001-2100-521.52-11	$24,879			
04/01/19	001-2100-521.44-00	($6,144)	BA #68 - CORRECT ACCOUNT FOR TASER CARTRIDGE LEASE		2361
	001-2100-521.52-00	$6,144			
04/10/19	001-2100-521.12-00	($25,163)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-2100-521.12-06	$1,660			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
	001-2100-521.15-00	$2,060		
	001-2100-521.12-12	$21,443		
06/26/19	001-2100-521.44-00	($18,000)	BA #78 - APRIL CLEANUP BODYWORN CAMERA GRANT	3663
	001-2100-521.52-00	($16,000)		
	001-2100-521.40-00	($2,000)		
	001-2100-521.40-00	$2,000		
	001-2100-521.52-00	$16,000		
	001-2100-521.44-00	$18,000		
6	Budget Amendments/Transfers		Division 2100 Total	$0.00
2101 - POLICE COMMUNICATIONS				
10/25/18	001-2101-521.34-00	($2,772)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH	267
	001-2101-521.46-00	$2,772		
04/10/19	001-2101-521.12-00	($7,607)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-2101-521.12-12	$7,607		
06/26/19	001-2101-521.55-00	($2,280)	BA #78 - APRIL CLEANUP BATTERY BACKUPS FOR PD	3663
	001-2101-521.46-00	$2,280		
3	Budget Amendments/Transfers		Division 2101 Total	$0.00
2132 - CODE ENFORCEMENT				
10/25/18	001-2132-524.52-00	($85)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER REPLENISH	267
	001-2132-524.54-00	$85		
04/10/19	001-2132-524.12-00	($1,307)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-2132-524.27-00	$1,307		
04/30/19	001-2132-524.52-00	($50)	BA #72 - MARCH CLEANUP CODE ENFORCEMENT MEMBERSHIP	2823
	001-2132-524.54-00	$50		
3	Budget Amendments/Transfers		Division 2132 Total	$0.00
2200 - FIRE ADMINISTRATION				
04/01/19	001-2200-522.42-00	$500	BA #68 - ADD POSTAGE FOR FIRE INSPECTOR	2361
04/10/19	001-2200-522.12-00	($1,167)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-2200-522.13-00	$1,167		
04/24/19	001-2200-522.56-16	$36,650	BA #80 - FIRE DEPARTMENT STATE EMS GRANT AWARD	2878
3	Budget Amendments/Transfers		Division 2200 Total	$37,150.00
2201 - FIRE OPERATIONS				

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/28/18	001-2201-522.64-00	$90,520	BA #21 - FIRE TRUCK REFURBISHMENT	655
01/17/19	001-2201-522.64-00	($8,717)	BA #45 - PURCHASE SCBA GEAR - NO LONGER CAPITAL	1384
	001-2201-522.52-00	$8,717		
04/01/19	001-2201-522.42-00	($500)	BA #68 - ADD POSTAGE FOR FIRE INSPECTOR	2361
04/10/19	001-2201-522.12-00	($53,720)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-2201-522.21-00	$11,507		
	001-2201-522.13-00	$42,213		
	001-2201-522.12-12	$88,112		
04/30/19	001-2201-522.52-05	($1,700)	BA #72 - MARCH CLEANUP COVER UTILITY BILLS / FPL	2823
	001-2201-522.43-00	$1,700		
	001-2201-522.52-05	($3,963)	BA #72 - MARCH CLEANUP PAY FPL AND FL CITY GAS	2823
	001-2201-522.47-00	($172)		
	001-2201-522.52-10	$365		
	001-2201-522.43-00	$3,770		
6	Budget Amendments/Transfers		Division 2201 Total	$178,132.00
3200 - ADMINISTRATION				
11/28/18	001-3200-515.34-02	$77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT	940
	001-3200-515.31-00	$4,888	BA #21 - PARKING STUDY OF COCOA VILLAGE	655
01/09/19	001-3200-515.64-15	($2,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	001-3200-515.64-15	($1,800)		
	001-3200-515.52-00	$4,300		

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
01/14/19	001-3200-515.12-00	($25,000)	BA #40 - PAY FOR INSPECTION SERVICES DUE TO LACK OF STAFF	1321
	001-3200-515.34-00	$25,000		
03/13/19	001-3200-515.52-00	($30,250)	BA #64 - SOFTWARE LICENSE FOR EAR BASED AMENDMENTS	2134
	001-3200-515.31-00	$30,250		
	001-3200-515.31-00	$25,000	BA# 65 - 3RD PARTY PROFFESIONAL PLANNING SERVICES	2192
	001-3200-515.34-00	$45,000		
04/01/19	001-3200-515.49-00	$3,000	BA #68 - PAY FOR LEGAL ADS AND RECORDING	2361
04/10/19	001-3200-515.12-00	($11,687)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-3200-515.13-00	$1,548		
	001-3200-515.12-12	$10,139		
8	Budget Amendments/Transfers		Division 3200 Total	$155,088.00
3205 - ECONOMIC DEVELOPMENT				
11/28/18	001-3205-559.31-00	$7,112	BA #21 - CONSULTING FOR HUD LOAN	655
01/23/19	001-3205-559.34-03	$20,000	BA #50 - FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT	1520
03/13/19	001-3205-559.47-00	($40)	BA #46 - STAGE RENTAL FOR ANNUAL ECONOMIC DEVELOPMENT BREAKFAST	2134
	001-3205-559.44-00	$40		
	001-3205-559.48-00	($2,500)	BA #52 - SPONSOR HABITAT FOR HUMANITY WOMEN'S VETERAN HOUSING	2134
	001-3205-559.46-00	($2,000)		
	001-3205-559.47-00	($1,500)		
	001-3205-559.82-01	$6,000		
	001-3205-559.12-00	($4,350)	BA #53 - COVER TAX BILL FOR GROVE AVENUE - CITY OWNS	2134
	001-3205-559.49-00	$4,350		
04/01/19	001-3205-559.12-00	($3,000)	BA #68 - PAY FOR LEGAL ADS AND RECORDING	2361
04/10/19	001-3205-559.12-00	($6,656)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-3205-559.12-12	$6,656		
06/26/19	001-3205-559.82-01	$2,000,000	BA #104 - WALMART ECONOMIC DEV. INCENTIVE	3761
8	Budget Amendments/Transfers		Division 3205 Total	$2,024,112.00

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3500 - ADMINISTRATION					
04/10/19	001-3500-519.14-00	$4	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3500-519.21-00	$42			
	001-3500-519.27-00	$1,880			
1	Budget Amendments/Transfers		Division 3500 Total	$1,926.00	
3510 - STREET MANAGEMENT					
10/10/18	001-3510-541.63-00	($339,797)	BAF#3 - GOODSON PAVING AGREEMENTS FOR FY19		135
	001-3510-541.46-00	$339,797			
	001-3510-541.63-00	($60,203)	BAF#4 - GOODSON PAVING COCOA VILLAGE SIDEWALKS		136
	001-3510-541.63-00	($25,117)			
	001-3510-541.46-00	$25,117			
	001-3510-541.46-00	$60,203			
11/28/18	001-3510-541.63-00	$15,153	BA #21 - FISKE BLVD COMPLETE STREET		655
	001-3510-541.46-00	$44,988	BA #21 - US1 CORRIDOR LIGHTING		655
03/13/19	001-3510-541.46-00	($5,000)	BA #51 - ADDITIONAL FUNDS DESIGN SERVICES SR520		2134
	001-3510-541.31-00	$5,000			
04/10/19	001-3510-541.23-00	($14,029)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3510-541.12-00	($135)			
	001-3510-541.20-00	$135			
04/30/19	001-3510-541.52-00	($300)	BA #72 - MARCH CLEANUP COST OF LINE LOCATES		2823
	001-3510-541.34-00	$300			
7	Budget Amendments/Transfers		Division 3510 Total	$46,112.00	
3520 - PARKS & BEAUTIFICATION					
12/14/18	001-3520-572.34-00	($14,000)	BA #29 - OVERTIME FOR MOWER & PRESSURE WASHER RENTAL		944
	001-3520-572.44-00	$6,000			
	001-3520-572.14-00	$8,000			
	001-3520-572.34-00	($33,456)	BA #30 - MOWING AND MAINTENANCE OF US1 & SR520		944
	001-3520-572.34-09	$33,456			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/10/19	001-3520-572.12-00	($4,614)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-3520-572.12-00	($585)		
	001-3520-572.20-00	$90		
	001-3520-572.12-12	$495		
06/26/19	001-3520-572.14-00	$3,000	BA #106 - UNUSED BUDGET AND MEDIAN MAINTENANCE	3758
	001-3520-572.52-00	$48,000		
	001-3520-572.34-00	$49,000		
4	Budget Amendments/Transfers		Division 3520 Total	$95,386.00
3540 - PUBLIC WORKS- FLEET MAINT				
11/28/18	001-3540-519.34-00	$8,000	BA #21 - NAPA PARTS CONTRACT	655
04/10/19	001-3540-519.12-00	($1,926)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	001-3540-519.12-00	($50)		
	001-3540-519.20-00	$50		
04/30/19	001-3540-519.55-00	($280)	BA #72 - MARCH CLEANUP COVER REPAIR COSTS FY19	2823
	001-3540-519.46-03	$280		
3	Budget Amendments/Transfers		Division 3540 Total	$6,074.00
3560 - FACILITY MANAGEMENT				
11/28/18	001-3560-519.46-02	$6,529.00	BA #21 - HEART OF COCOA MEETING ROOM	655
01/09/19	001-3560-519.46-02	$2,800.00	BA #34 - COMPLETION OF MEETING ROOM	1322
	001-3560-519.64-00	($4,000.00)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	001-3560-519.64-00	($3,000.00)		
	001-3560-519.64-00	($2,500.00)		
	001-3560-519.64-00	($1,500.00)		
	001-3560-519.52-00	$11,000.00		
	001-3560-519.34-00	($12,000.00)	BA #34 - UNBUDGETED A/C REPAIR COSTS FOR FY19	1324
	001-3560-519.46-02	$12,000.00		
01/23/19	001-3560-519.52-00	$21,470.00	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS	1519

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/13/19	001-3560-519.46-02	($5,000.00)	BA #57 - G4S RISK SERVICES SECURITY SCAN OF COUNCIL		2134
	001-3560-519.31-00	$5,000.00			
04/10/19	001-3560-519.12-00	($440.00)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3560-519.20-00	$440.00			
06/26/19	001-3560-519.52-00	($5,100)	BA #78 - APRIL CLEANUP LEE WENNER LIGHT POLE		3663
	001-3560-519.63-00	$5,100			
	001-3560-519.52-00	($40,000)	BA #78 - APRIL CLEANUP LEE WENNER MAINTENANCE		3663
	001-3560-519.46-02	$40,000			
9	Budget Amendments/Transfers		Division 3560 Total	$30,799.00	
3580 - CAPITAL PROJECTS MNGMT					
11/28/18	001-3580-519.63-00	$59,390	BA #21 - HURRICANE IRMA DAMAGES		655
	001-3580-519.63-00	$303,900			
01/09/19	001-3580-519.64-00	($28,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3580-519.52-00	$28,000			
04/10/19	001-3580-519.22-00	$352	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	001-3580-519.12-00	$4,262			
	001-3580-519.23-00	$14,029			
3	Budget Amendments/Transfers		Division 3580 Total	$381,933.00	
89	Total Budget Amendments/Transfers		**GENERAL FUND**	**$4,110,810**	
3240 - HOUSING GRANTS					
11/28/18	103-3240-554.83-00	$350	BA #21 - INSPECTION SERVICES		655
	103-3240-554.83-00	$225	BA #21 - REHAB INSPECTION SERVICES		655
01/10/19	103-3240-554.83-00	($17,833)	BA #39 - PURCHASE 2019 FORD FUSION FOR COMMUNITY SERVICES DIRECTOR		1285
	103-3240-554.64-00	$17,833			
04/10/19	103-3240-554.12-00	($1,363)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	103-3240-554.12-12	$124			
	103-3240-554.13-00	$1,239			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
06/12/19	103-3240-517.73-00	$19,937	BA #100 - COVER FEES FOR CDBG SECTION 108 LOAN		3755
	103-3240-554.62-00	$1,324,369	BA #102 - CONSTRUCTION FOR JOE LEE SMITH CENTER		3491
	103-3240-554.62-00	$894,000	BA #97 - ACCEPT LOAN FUND FROM CDBG LOAN PROGRAM		3488
06/26/19	103-3240-554.40-00	($37)	BA #78 - APRIL CLEANUP 108 LOAN APPLICATION SHIP		3663
	103-3240-554.42-00	$37			
8	Budget Amendments/Transfers		Division 3240 Total	$2,238,881.00	
	8 Total Budget Amendments/Transfers		**CDBG**	**$2,238,881**	
3240 - HOUSING GRANTS					
12/12/18	104-3240-554.83-00	($95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMNT		1031
04/10/19	104-3240-554.12-00	($341)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	104-3240-554.12-12	$31			
	104-3240-554.13-00	$310			
2	Budget Amendments/Transfers		Division 3240 Total	($95,355.00)	
	2 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**($95,355)**	
3240 - HOUSING GRANTS					
11/28/18	105-3240-554.83-00	$450	BA #21 - 425 BERNARD APPRAISAL		655
	105-3240-554.34-00	$1,780	BA #21 - HOUSING COUNSELING		655
2	Budget Amendments/Transfers		Division 3240 Total	$2,230.00	
	2 Total Budget Amendments/Transfers		**SHIP / COCOA HOUSING TRUST**	**$2,230**	
3230 - CRA ADMIN/OPERATIONS					
11/28/18	110-3230-559.31-00	$6,075	BA #21 - CONSULTANT SERVICES		655
	110-3230-559.63-00	$2,000	BA #21 - LEE WENNER PARK		655
	110-3230-559.83-00	$7,000	BA #21 - OLEANDER STREET FACADE GRANT		655
12/20/18	110-3230-559.52-00	($200)	BA #15 - FUNDS NOT BUDGETED FOR CHARLENE NEUTERMAN CELL PHONE		1033
	110-3230-559.41-00	$200			
	110-3230-559.63-00	($95,000)	BA #33 - MOVE FUNDS TO NEW PROJECT NUMBER FOR TDOCK		1032
	110-3230-559.63-00	$95,000			

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01/09/19	110-3230-559.39-00	($2,000)	BA #34 - LABOR FOR CAMERA NOT IN ORIGINAL QUOTE		1324
	110-3230-559.64-15	$2,000			
02/21/19	110-3230-559.34-00	($10,000)	BA #58 - SECURITY LIGHTS AT LEE WENNER PARK & LEGAL FEES		1844
	110-3230-559.40-00	($2,478)			
	110-3230-559.55-00	($1,051)			
	110-3230-559.31-01	$3,529			
	110-3230-559.63-00	$10,000			
	110-3230-559.39-00	($140,000)	BA #59 - MOVE CONTINGENCY FOR CRA ASSESSMENTS		1844
	110-3230-559.31-00	$140,000			
05/16/19	110-3230-559.39-00	($91,500)	BA #71 - MOVE FUNDS FOR NEW CIVIC CENTER ANALYSIS		3088
	110-3230-559.31-00	$91,500			
	110-3230-559.39-00	($28,500)	BA #73 - COVER ISS TASK ORDER / NEW CIVIC CENTER		3088
	110-3230-559.31-00	$28,500			
	110-3230-559.39-00	($234,490)	BA #82 - MOVE CRA FUNDS FOR DAY SLIPS / T-DOCK		3088
	110-3230-559.63-00	($50,000)			
	110-3230-559.63-00	($45,000)			
	110-3230-581.91-32	$329,490			
05/29/19	110-3230-559.42-00	($9)	BA #76 - INSURANCE COSTS FOR BREVARD CRA PROPERTY		3241
	110-3230-559.45-00	$9			
12	Budget Amendments/Transfers		Division 3230 Total	$15,075.00	
12	Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$15,075**	
3230 - CRA ADMIN/OPERATIONS					
11/19/18	111-3230-559.63-00	($60,000)	BA #6 - WOMEN'S VETERAN HOUSING - MOVE FUNDS		567
	111-3230-559.34-00	$60,000			
12/03/18	111-3230-559.52-00	($300)	BA #16 - CELL PHONE FOR CHARLENE NEUTERMAN		724
	111-3230-559.41-00	$300			
12/31/18	111-3230-559.64-00	($3,051)	BA #24 - MOVE FUNDS DUE TO CAPITAL THRESHOLD INCREASE		1129
	111-3230-559.42-00	$295			
	111-3230-559.52-00	$2,756			
02/21/19	111-3230-559.55-00	($800)	BA #56 - HABITAT FOR HUMANITY APPRAISAL & CLOSING COST		1844
	111-3230-559.40-00	($280)			
	111-3230-559.31-00	$1,080			
4	Budget Amendments/Transfers		Division 3230 Total	$0.00	

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4 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
05/02/19	112-3230-559.34-00	($90)	BA #77 - COVER INSURANCE COSTS TWO CITY PROPERTIES		2880
	112-3230-559.45-00	$90			
1 Budget Amendments/Transfers			Division 3230 Total	$0.00	
1 Total Budget Amendments/Transfers			**CRA US 1 CORRIDOR**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
10/10/18	141-2100-521.52-00	$5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-2100-521.52-00	$7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2 Budget Amendments/Transfers			Division 2100 Total	$12,488.00	
2 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$12,488**	
3580 - CAPITAL PROJECTS MNGMT					
01/09/19	301-3580-519.62-00	($2,800)	BA #34 - REPLENISH DEPARTMENT BUDGET		1324
	301-3580-581.91-01	$2,800			
01/30/19	301-3580-519.62-00	($17,360)	BA #42 - MOVE FUNDS TO COVER ARCHITECT SVCS		1543
	301-3580-519.31-00	$17,360			
04/30/19	301-3580-519.62-00	($7,000)	BA #72 - MARCH CLEANUP CIVIL ENGINEERING SERVICE		2823
	301-3580-519.31-00	$7,000			
06/12/19	301-3580-519.62-00	($1,214,365)	BA #98 - CONSTRUCTION FOR JOE LEE SMITH CENTER		3492
	301-3580-519.64-00	$600,720			
	301-3580-519.63-00	$613,645			
4 Budget Amendments/Transfers			Division 3580 Total	$0.00	
4 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**	

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3580 - CAPITAL PROJECTS MNGMT					
04/29/19	302-3580-519.63-00	($1,719,250)	BA #72 - MARCH CLEANUP BUDGET IN WRONG ACCOUNT		2807
	302-3580-572.63-04	$1,719,250			
05/08/19	302-3580-572.63-01	$149,200	BA #84 - MOVE CRA FUNDS FOR DAY SLIPS / T-DOCK		3091
	302-3580-572.63-03	$180,290			
	302-3580-572.63-03	$25,000	BA #85 - ACCEPT TWO FIND GRANTS FOR RIVERFRONT		3093
	302-3580-572.63-01	$200,000			
	302-3580-572.63-04	$427,100			
3	Budget Amendments/Transfers		Division 3580 Total	$981,590.00	
3	Total Budget Amendments/Transfers		**RIVERFRONT / LEE WENNER PARK**	**$981,590**	
3580 - CAPITAL PROJECTS MNGMT					
04/29/19	303-3580-519.63-00	($1,500,000)	BA #72 - MARCH CLEANUP BUDGET IN WRONG ACCOUNT		2807
	303-3580-541.63-00	$1,500,000			
1	Budget Amendments/Transfers		Division 3580 Total	$0.00	
1	Total Budget Amendments/Transfers		**FISKE BLVD COMPLETE STREETSCAPE**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
01/09/19	421-1515-536.46-00	$700	BA #34 - TIMECLOCK AND WINDOW TINTS		1322
	421-1515-536.46-00	$2,900			
	421-1515-536.64-15	($4,483)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-1515-536.64-15	($2,799)			
	421-1515-536.64-15	($1,684)			
	421-1515-536.46-00	$2,038			
	421-1515-536.52-00	$2,445			
	421-1515-536.52-00	$4,483			
	421-1515-536.34-00	$2,900	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE		1324
04/01/19	421-1515-536.52-00	($4,483)	BA #68 - REVERSING BAF #34 - ENTERED TWICE		2361
	421-1515-536.64-15	$4,483			

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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
04/10/19	421-1515-536.34-00	($4,000)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-1515-536.46-00	($3,161)		
	421-1515-536.34-00	($2,900)		
	421-1515-536.12-00	($373)		
	421-1515-536.20-00	$373		
	421-1515-536.46-03	$3,161		
	421-1515-536.52-00	$4,000		
5	Budget Amendments/Transfers		Division 1515 Total	$3,600.00
4010 - WATER ADMINISTRATION				
10/10/18	421-4010-536.39-00	($119,034)	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD	132
11/14/18	421-4010-536.39-00	($6,000)	BA #14 - MILESTONE PROFFESIONAL SERVICES - DEBT COMP, FIN REP	647
	421-4010-536.31-00	$6,000		
11/28/18	421-4010-536.31-00	$1,800	BA #21 - BOND CERTIFICATION	655
	421-4010-536.31-00	$88	BA #21 - FDEP VIOLATION INSERTS	655
	421-4010-536.31-00	$28,740	BA #21 - REQUIRED EPA TESTING	655
12/31/18	421-4010-536.31-00	($1,110)	BA #35 - COVER INCREASE IN VEHICLE PURCHASE COST	1129
	421-4010-536.64-00	$1,110		
01/09/19	421-4010-536.39-00	($78,476)	BA #34 - COSTS NOT BUDGETED IN FY19	1324
	421-4010-536.39-00	($112,490)	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT	1324
	421-4010-536.39-00	$22,799	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT	1324
	421-4010-536.64-15	($500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4010-536.52-00	$500		
	421-4010-536.39-00	($2,900)	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE	1324
04/10/19	421-4010-536.39-00	($399,499)	BA #69 - CURED IN PLACE PIPE LINING NOT BUDGETED	2673
	421-4010-581.91-25	($16,814)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4010-536.39-00	($194,541)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4010-536.12-00	($3,046)		
	421-4010-536.20-00	$600		
	421-4010-536.27-00	$769		
	421-4010-536.12-12	$1,677		
	421-4010-536.39-00	$2,900		

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EXPENSE TRANSFER/AMENDMENT DETAIL
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05/22/19	421-4010-536.39-00	($26,000)	BA# 22 - CONTRACT WITH PUBLIC FINANCE LLC YEAR 1	3242
	421-4010-536.31-00	$26,000		
06/26/19	421-4010-536.39-00	($400,000)	BA #105 - COVER REPAIR AND MAINTENANCE FY19	3756
16	Budget Amendments/Transfers		Division 4010 Total	($1,267,427.00)
4020 - DYAL PLANT				
10/29/18	421-4020-536.63-00	($42,362)	TRANSFER FOR OFF SCOPE SERVICES	299
11/28/18	421-4020-536.63-00	($506,413)	BA #20 - AUTOMATIC TRANSFER SWITCH	654
	421-4020-536.63-00	($600,000)	BA #20 - DYAL SURFACE WATER WELL	654
	421-4020-536.63-00	($500,000)	BA #20 - FILTER REHAB 1-5	654
	421-4020-536.46-00	$3,380	BA #21 - BUBBLER BOX GROUNDWATER	655
	421-4020-536.55-00	$8,035	BA #21 - ELECTRICAL SAFETY EDUCATION PROGRAM	655
	421-4020-536.63-00	$507,254	BA #21 - FILTERS #5 & #6	655
	421-4020-536.63-00	$37,850	BA #21 - SCADA SERVER REPLACEMENT	655
	421-4020-536.46-00	$6,395	BA #21 - SEWAGE GRINDER	655
	421-4020-536.42-00	$500	BA #21 - SHIPPING	655
	421-4020-536.63-00	$22,131	BA #21 - TCR ATS / PUMP CONTROL	655
12/12/18	421-4020-536.63-00	($229,496)	BA #26 - REPLACE TWO HVAC CHILLERS FOR DYAL WTP	1030
	421-4020-536.63-00	$229,496		
12/14/18	421-4020-536.64-00	($47,334)	BA #28 - DYAL WTP REPLACE DIESEL FUEL TANK BANANA RIVER	943
	421-4020-536.64-00	$47,334		
01/09/19	421-4020-536.63-00	$78,476	BA #34 - COSTS NOT BUDGETED IN FY19	1324
	421-4020-536.64-00	($6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4020-536.64-00	($4,200)		
	421-4020-536.64-00	($4,000)		
	421-4020-536.52-00	$14,200		
	421-4020-536.63-00	$506,413	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
04/01/19	421-4020-536.64-00	($40,611)	BA #68 - ADD FUNDS FOR CAL FLO INJECTION POINT	2361
	421-4020-536.63-00	$40,611		

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04/10/19	421-4020-536.63-00	$506,413	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4020-536.12-00	($2,325)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4020-536.20-00	$215		
	421-4020-536.12-12	$2,110		
	421-4020-536.63-00	$42,362		
05/22/19	421-4020-536.63-00	($20,504)	BA# 81 - REPAIRS NEEDED FOR DYAL HVAC PROJECTS	3244
	421-4020-536.46-02	($1,342)		
	421-4020-536.63-00	$21,846		
06/26/19	421-4020-536.34-00	($45,000)	BA #78 - APRIL CLEANUP NEW MECHANIC SHOP A/C	3663
	421-4020-536.64-00	$45,000		
	421-4020-536.34-00	($53,787)	BA #93 - REPLACE CLUTCH DYAL HIGH SERVICE PUMP 1	3653
	421-4020-536.46-00	$53,787		
	421-4020-536.34-00	($17,000)	BA #94 - REPLACE DYAL WTP DISSOLVED OZONE ANALYZER	3652
	421-4020-536.46-00	$17,000		
	421-4020-536.34-00	($12,000)	BA #95 - PURCHASE AMMONIA ANALYZER FOR DYAL WTP	3654
	421-4020-536.64-00	$12,000		
24	Budget Amendments/Transfers		Division 4020 Total	$70,434.00
4025 - WATER FIELD OPERATIONS				
10/10/18	421-4025-536.46-00	$119,034	BAF#1 - CONE ROAD DRAINAGE IMPROVEMENTS - WS17CD	132
11/28/18	421-4025-536.46-00	$2,855	BA #21 - CONE ROAD PROJECT	655
	421-4025-536.46-00	$2,208	BA #21 - EAST COAST CC FIRELINE	655
	421-4025-536.46-00	$4,268	BA #21 - METER STATION	655
	421-4025-536.46-00	$357,878	BA #21 - ROAD RESTORATION	655
	421-4025-536.46-00	$52,265	BA #21 - VALVE IMPROVEMNT	655
	421-4025-536.46-00	$116,131		
	421-4025-536.46-00	$1,650	BA #21 -PIPING FOR WILSON STREET FORCE MAIN	655
01/09/19	421-4025-536.46-00	($90,389)	BA #34 - ADJUST PROFFESIONAL FEE DUE TO BUDGETARY OVERAGE	1324
	421-4025-536.31-03	$90,389		
	421-4025-536.64-15	($13,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4025-536.52-00	$13,500		

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04/10/19	421-4025-536.12-00	($3,638)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4025-536.20-00	$310		
	421-4025-536.12-12	$3,328		
	421-4025-536.22-00	$194,541		
04/30/19	421-4025-536.52-00	($780)	BA #72 - MARCH CLEANUP COVER ADDITIONAL TRAINING	2823
	421-4025-536.55-00	$780		
05/22/19	421-4025-536.46-00	($63,226)	BA# 91 - EMERGENCY AIR CONDITIONER REPLACEMENT AT UTILITIES	3245
	421-4025-536.64-00	$63,226		
06/26/19	421-4025-536.52-00	$45,000	BA #105 - COVER REPAIR AND MAINTENANCE FY19	3756
	421-4025-536.46-00	$355,000		
13	Budget Amendments/Transfers		Division 4025 Total	$1,250,830.00
4055 - ENGINEERING				
10/29/18	421-4055-536.63-00	$42,362	TRANSFER FOR OFF SCOPE SERVICES	299
11/14/18	421-4055-536.63-00	($325,116)	BA #17 - CIP PROJECTS COVERED UNDER BOND	648
	421-4055-536.63-00	$325,116		
11/28/18	421-4055-536.63-00	($400,000)	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT	654
	421-4055-536.63-00	($5,200,000)	BA #20 - DYAL CHEMICAL CONVERSION	654
	421-4055-536.63-00	($330,000)	BA #20 - DYAL GROUNDWATER WTP REACTOR	654
	421-4055-536.63-00	($974,656)	BA #20 - FISKE BLVD PIPELINE REPLACEMENT	654
	421-4055-536.63-00	($698,664)	BA #20 - MICHIGAN AVENUE FORCE MAIN	654
	421-4055-536.63-00	($10,062,500)	BA #20 - PINEDA CROSSING	654
	421-4055-536.63-00	($2,461,274)	BA #20 - PIPE INFRASTRUCTURE	654
	421-4055-536.63-00	($1,997,743)	BA #20 - RAW WATER PIPELINE UPGRADE	654
	421-4055-536.68-10	$35,118	BA #21 - CAPITAL PLAN - WATER	655
	421-4055-536.63-00	$77,906	BA #21 - GW/SW CLEARWELL	655
	421-4055-536.63-00	$5,497	BA #21 - INDUSTRIAL PARK PUMP STATION	655
	421-4055-536.63-00	$209,868		
	421-4055-536.63-00	$420,316		
	421-4055-536.31-00	$34,307	BA #21 - INSPECTION OF FIBER OPTIC CABLE	655
	421-4055-536.63-00	$33,785	BA #21 - MICHIGAN AVENUE FORCE MAIN EXTENSION	655
	421-4055-536.63-00	$6,429	BA #21 - SR 520	655
	421-4055-536.63-00	$488	BA #21-CHASE/ NORTH TROPICAL TRAIL LOOPING IMPROVEMENTS	655

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01/09/19	421-4055-536.64-15	($3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4055-536.64-15	($1,800)		
	421-4055-536.52-00	$5,300		
	421-4055-536.63-00	$2,741	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
	421-4055-536.63-00	$35,720		
	421-4055-536.63-00	$2,326,022		
04/10/19	421-4055-536.63-00	$3,906	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET	2621
	421-4055-536.63-00	$507,254		
	421-4055-536.63-00	($42,362)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS	2622
	421-4055-536.12-00	($4,033)		
	421-4055-536.12-12	$4,033		
04/30/19	421-4055-536.68-10	($1,420)	BA #72 - MARCH CLEANUP PORTABLE METER KITS	2823
	421-4055-536.52-00	$1,420		
22	Budget Amendments/Transfers		Division 4055 Total	($18,425,480.00)
4120 - WATER RECLAMATION				
11/01/18	421-4120-536.46-00	($150)	BA #10 - COVER PRINTING FOR SELLERS WORK ORDERS	346
	421-4120-536.47-00	$150		
11/28/18	421-4120-536.63-00	($2,836,250)	BA #20 - JERRY SELLERS FLOW	654
	421-4120-536.63-00	($130,000)	BA #20 - REPLACE RUSTED CONNECTIONS	654
	421-4120-536.63-00	($130,000)	BA #20 - SPALLING REPAIR OF FILTER	654
	421-4120-536.63-00	$219,098	BA #21 - BNR IMPROVEMENTS	655
	421-4120-536.63-00	$72,799	BA #21 - CAROLLO TASK ORDER 2018-03	655
	421-4120-536.63-00	$76,528	BA #21 - MCC 1-6 IMPROVEMENTS	655
	421-4120-536.46-00	$8,445	BA #21 - REPLACE WASTE WATER PUMP	655
01/09/19	421-4120-536.63-00	($22,799)	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT	1324
	421-4120-536.64-00	($6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-4120-536.64-00	($5,000)		
	421-4120-536.52-00	$5,000		
	421-4120-536.52-00	$6,000		
	421-4120-536.63-00	$45,243	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S	1322
	421-4120-536.63-00	$49,576		
	421-4120-536.63-00	$128,132		
	421-4120-536.63-00	$155,000		

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03/13/19	421-4120-536.46-00	($5,133)	BA #54 - NEW A/C UNITS FOR SELLERS & SHOE ALLOWANCE		2134
	421-4120-536.52-00	($1,247)			
	421-4120-536.42-00	$200			
	421-4120-536.20-00	$225			
	421-4120-536.64-00	$5,955			
04/10/19	421-4120-536.23-00	($1,536)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	421-4120-536.12-12	$34			
	421-4120-536.20-00	$127			
	421-4120-536.12-00	$1,413			
	421-4120-536.23-00	$1,536			
	421-4120-536.27-00	$2,693			
	421-4120-536.13-00	$3,251			
05/08/19	421-4120-536.31-03	($34,347)	BA #83 - COVER TASK ORDER FOR SCADA PROGRAMMING		3090
	421-4120-536.46-00	$34,347			
06/26/19	421-4120-536.52-00	($2,340)	BA #78 - APRIL CLEANUP SEWER VEHICLE INSURANCE		3663
	421-4120-536.45-00	$2,340			
15	Budget Amendments/Transfers		Division 4120 Total	($2,356,710.00)	
4125 - SEWER FIELD OPERATIONS					
11/28/18	421-4125-536.63-00	($400,000)	BA #20 - CIPP REHABILITATION		654
	421-4125-536.46-00	$49,929	BA #21 - MANHOLE ASSESSMENT		655
	421-4125-536.46-00	$22,870	BA #21 - REPLACE LIFT STATION PUMPS		655
	421-4125-536.46-00	$75,000	BA #21 - RESTORATION SERVICES		655
01/09/19	421-4125-536.46-00	$112,490	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT		1324
04/10/19	421-4125-536.46-00	$399,499	BA #69 - CURED IN PLACE PIPE LINING NOT BUDGETED		2673
	421-4125-536.12-00	($7,518)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
04/30/19	421-4125-536.52-00	($2,374)	BA #72 - MARCH CLEANUP CONFINED SPACE TRAINING		2823
	421-4125-536.55-00	$2,374			
8	Budget Amendments/Transfers		Division 4125 Total	$252,270.00	
103	Total Budget Amendments/Transfers		**WATER / SEWER ENTERPRISE**	**($20,472,483)**	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3570 - STORMWATER UTILITY					
11/28/18	423-3570-538.31-00	$660	BA #21 - CARRY FORWARD FROM FY17		655
	423-3570-538.63-00	$3,703	BA #21 - CURB / GUTTER / SIDEWALK REPLACEMENT		655
	423-3570-538.63-00	$3,258	BA #21 - FISKE BLVD COMPLETE STREETS		655
	423-3570-538.46-03	$4,708	BA #21 - REPAIR OF CASE BACKHOE		655
01/23/19	423-3570-538.31-00	$65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-3570-538.31-00	$34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
04/10/19	423-3570-538.63-00	($200,000)	BA #74 - CURED IN PLACE PIPE LINING NOT BUDGETED		2620
	423-3570-538.63-00	$200,000			
	423-3570-538.39-00	($2,251)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2622
	423-3570-538.21-00	$447			
	423-3570-538.27-00	$1,804			
04/30/19	423-3570-538.46-00	($456)	BA #72 - MARCH CLEANUP TEMPORARY METER INSTALL		2823
	423-3570-538.43-00	$456			
05/22/19	423-3570-538.63-00	($60,000)	BA# 92 - STORMWATER AREA ANALYSIS FOR TIERED RATES		3246
	423-3570-538.31-00	$60,000			
06/26/19	423-3570-538.63-00	($232,864)	BA #106 - UNUSED BUDGET AND MEDIAN MAINTENANCE		3758
	423-3570-538.31-00	($3,600)	BA #78 - APRIL CLEANUP AUTO INSURANCE PAYMENTS		3663
	423-3570-538.45-00	$3,600			
	423-3570-538.63-00	($30,000)	BA #78 - APRIL CLEANUP STANTEC CONSULTING INC		3663
	423-3570-538.31-00	$30,000			
13	Budget Amendments/Transfers		Division 3570 Total	$121,088.00	
13	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$111,776**	
4010 - WATER ADMINISTRATION					
01/09/19	426-4010-581.91-21	$2,870,896	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
1	Budget Amendments/Transfers		Division 4010 Total	$2,870,896.00	
4020 - DYAL PLANT					
11/28/18	426-4020-536.63-00	$506,413	BA #20 - AUTOMATIC TRANSFER SWITCH		654
	426-4020-536.63-00	$600,000	BA #20 - DYAL SURFACE WATER WELL		654
	426-4020-536.63-00	$500,000	BA #20 - FILTER REHAB 1-5		654

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/09/19	426-4020-536.63-00	($506,413)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
04/10/19	426-4020-536.63-00	($506,413)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	426-4020-536.63-00	($3,906)			
06/26/19	426-4020-536.63-00	$69,881	BA #103 - REPLACEMENT OF FILTER MEDIA AT DYAL WTP		3757
6	Budget Amendments/Transfers		Division 4020 Total	$659,562.00	
4055 - ENGINEERING					
11/28/18	426-4055-536.63-00	$400,000	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT		654
	426-4055-536.63-00	$5,200,000	BA #20 - DYAL CHEMICAL CONVERSION		654
	426-4055-536.63-00	$330,000	BA #20 - DYAL GROUNDWATER WTP REACTOR		654
	426-4055-536.63-00	$974,656	BA #20 - FISKE BLVD PIPELINE REPLACEMENT		654
	426-4055-536.63-00	$698,664	BA #20 - MICHIGAN AVE FORCE MAIN		654
	426-4055-536.63-00	$10,062,500	BA #20 - PINEDA CROSSING		654
	426-4055-536.63-00	$2,461,274	BA #20 - PIPE INFRASTRCTURE		654
	426-4055-536.63-00	$1,997,743	BA #20 - RAW WATER PIPELINE UPGRADE		654
12/12/18	426-4055-536.63-00	($1,231,049)	BA #27 - MOVE FUNDS TO NORTH TROPICAL TRAIL PROJECT		1029
	426-4055-536.63-00	$1,231,049			
01/09/19	426-4055-536.63-00	($2,326,022)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
	426-4055-536.63-00	($35,720)			
	426-4055-536.63-00	($2,741)			
06/26/19	426-4055-536.63-00	($69,881)	BA #103 - REPLACEMENT OF FILTER MEDIA AT DYAL WTP		3757
11	Budget Amendments/Transfers		Division 4055 Total	$19,690,473.00	
4120 - WATER RECLAMATION					
11/28/18	426-4120-536.63-00	$2,836,250	BA #20 - JERRY SELLERS FLOW		654
	426-4120-536.63-00	$130,000	BA #20 - REPLACE RUSTED CONNECTIONS		654
	426-4120-536.63-00	$130,000	BA #20 - SPALLING REPAIR OF FILTER		654
05/16/19	426-4120-536.63-00	($130,000)	BA #37 - MOVE BOND FUNDS TO DIFFERENT CAPITAL PROJECTS		3087
	426-4120-536.63-00	$130,000			
4	Budget Amendments/Transfers		Division 4120 Total	$3,096,250.00	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4125 - SEWER FIELD OPERATIONS					
11/28/18	426-4125-536.63-00	$400,000	BA #20 - CIPP REHABILITATION		654
1	Budget Amendments/Transfers		Division 4125 Total	$400,000.00	
23	Total Budget Amendments/Transfers		**W/S CAPITAL PROJECTS 2018B**	**$26,717,181**	

Transfers & Amendments between 10/1/2018 and 6/30/2019

FY 2019 TOTAL TRANSFERS & AMENDMENTS **$13,389,329**

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.

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FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/28/18	001-0000-331.50-03	$77,200.00	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-0000-389.99-50	$578,785.00	BA #21 - FUND BALANCE RESERVES		655
01/09/19	001-0000-381.91-30	$2,800.00	BA #34 - COMPLETION OF MEETING ROOM		1322
	001-0000-389.99-50	$2,400.00	BA #34 - FIRE STATION REPEATER		1322
01/23/19	001-0000-389.99-50	$21,470.00	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS		1519
	001-0000-334.50-04	$20,000.00	BA #50 - FLORIDA DEPT. OF ECONOMIC OPPORTUNITY GRANT		1520
03/13/19	001-0000-389.99-50	$130,000.00	BA# 63 - FMIT DEDUCTIBLE PAYMENT FOR FY19		2189
	001-0000-389.99-50	$50,000.00	BA# 70 - LEASE OF CITY PROPERTY / FL HISTORY MUSEUM		2193
04/24/19	001-0000-331.20-18	$36,650.00	BA #80 - FIRE DEPARTMENT STATE EMS GRANT AWARD		2878
06/12/19	001-0000-389.99-50	$1,324,369.00	BA #101 - CONSTRUCTION FOR JOE LEE SMITH CENTER		3490
06/26/19	001-0000-389.99-50	$2,000,000.00	BA #104 - WALMART ECONOMIC DEV. INCENTIVE		3761
	001-0000-389.99-50	($232,864.00)	BA #106 - UNUSED BUDGET AND MEDIAN MAINTENANCE		3758
	001-0000-389.99-50	$100,000.00			
12	Budget Amendments/Transfers		Division 0000 Total	$4,110,810.00	
12	Total Budget Amendments/Transfers		**GENERAL FUND**	**$4,110,810.00**	
11/28/18	103-0000-389.99-10	$575	BA #21 - FUND BALANCE		655
03/13/19	103-0000-389.99-10	($179,195)	BA# 66 - MOVE FUNDS FROM DEMOLITION TO SIGNAGE		2190
	103-0000-331.54-00	$179,195			
06/12/19	103-0000-381.91-01	$19,937	BA #100 - COVER FEES FOR CDBG SECTION 108 LOAN		3755
	103-0000-381.91-01	$1,324,369	BA #102 - CONSTRUCTION FOR JOE LEE SMITH CENTER		3491
	103-0000-384.00-00	$894,000	BA #97 - ACCEPT LOAN FUNDS FROM CDBG LOAN PROGRAM		3488
5	Budget Amendments/Transfers		Division 0000 Total	$2,238,881.00	
5	Total Budget Amendments/Transfers		**CDBG**	**$2,238,881.00**	

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/12/18	104-0000-389.99-10	($95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMENT		1031
03/13/19	104-0000-389.99-10	($64,367)	BA #67 - CORRECT ACCOUNT FOR HOME PROGRAM FUNDS		2188
	104-0000-331.54-00	$64,367			
2	Budget Amendments/Transfers		Division 0000 Total	$95,355.00	
	2 Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$95,355.00**	
11/28/18	105-0000-389.99-10	$2,230	BA #21 - FUND BALANCE		655
1	Budget Amendments/Transfers		Division 0000 Total	$2,230.00	
	1 Total Budget Amendments/Transfers		**SHIP / COCOA HOUSING TRUST**	**$2,230.00**	
11/28/18	110-0000-389.99-10	$15,075	BA #21 - FUND BALANCE		655
1	Budget Amendments/Transfers		Division 0000 Total	$15,075.00	
	1 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$15,075.00**	
10/10/18	141-0000-389.99-11	$5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-0000-389.99-11	$7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2	Budget Amendments/Transfers		Division 0000 Total	$12,488.00	
	2 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$12,488.00**	
05/08/19	302-0000-381.91-01	$329,490	BA #84 - MOVE CRA FUNDS FOR DAY SLIPS / T-DOCK		3091
	302-0000-337.30-15	$225,000	BA #85 - ACCEPT TWO FIND GRANTS FOR RIVERFRONT		3093
	302-0000-337.30-16	$427,100			
2	Budget Amendments/Transfers		Division 0000 Total	$981,590.00	
	2 Total Budget Amendments/Transfers		**RIVERFRONT / LEE WENNER PARK**	**$981,590.00**	
11/28/18	421-0000-389.99-50	($1,606,413)	BA #20 - FUND BALANCE RESERVES		654
	421-0000-389.99-50	($22,124,837)	BA #20 - WS FUND BALANCE RESERVES		654
	421-0000-389.99-50	($3,096,250)			
	421-0000-389.99-50	($400,000)			
	421-0000-389.99-50	$2,501,811	BA #21 - FUND BALANCE RESERVES		655
01/09/19	421-0000-389.99-50	$3,600	BA #34 - TIMECLOCK AND WINDOW TINTS		1322
	421-0000-389.99-50	$377,951	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
	421-0000-381.91-26	$2,870,896			

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 6/30/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/10/19	421-0000-389.99-50	($16,814)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	421-0000-389.99-50	$3,906			
	421-0000-389.99-50	$506,413			
	421-0000-389.99-50	$507,254			
6	Budget Amendments/Transfers		Division 0000 Total	($20,472,483.00)	
6	Total Budget Amendments/Transfers		**WATER / SEWER ENTERPRISE**	**($20,472,483.00)**	
10/10/18	423-0000-389.99-50	($20,856)	BAF#5 - INDIAN RIVER LAGOON GRANT FUNDING / BAFFLE BOX		134
	423-0000-338.10-02	$20,856			
11/28/18	423-0000-389.99-50	$12,329	BA #21 - FUND BALANCE RESERVES		655
01/23/19	423-0000-389.99-50	$65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-0000-389.99-50	$34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
06/26/19	423-0000-381.91-01	($232,864)	BA #106 - UNUSED BUDGET AND MEDIAN MAINTENANCE		3758
5	Budget Amendments/Transfers		Division 0000 Total	($121,088.00)	
5	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**($121,088.00)**	
04/10/19	425-0000-381.91-21	($16,814)	BA #75 - MID YEAR REVIEW BUDGET TRANSFERS		2780
	425-0000-389.99-50	$16,814			
1	Budget Amendments/Transfers		Division 0000 Total	$0.00	
1	Total Budget Amendments/Transfers		**WATER / SEWER RESTRICTED ASSETS**	**$0.00**	
11/28/18	426-0000-389.99-50	$400,000	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
	426-0000-389.99-50	$3,096,250			
	426-0000-389.99-50	$22,124,837			
	426-0000-389.99-50	$1,606,413	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
04/10/19	426-0000-389.99-50	($506,413)	BA #75 - AMEND THE WATER / SEWER RESTRICTED FUND BUDGET		2621
	426-0000-389.99-50	($3,906)			
3	Budget Amendments/Transfers		Division 0000 Total	$26,717,181.00	
3	Total Budget Amendments/Transfers		**WATER / SEWER CAPITAL PROJECTS 2018 B BOND**	**$26,717,181.00**	
40	**Transfers & Amendments between 10/1/2018 and 6/30/2019**				
			FY2019 TOTAL TRANSFERS & AMENDMENTS	**$13,389,329**	

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