City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, July 10, 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 19-315 Approve the Agenda for the Regular meeting of July 10, 2019, as presented or with amendments.

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 19-323 Presentation of Certificate of Recognition to Martin Lee for 44 Years of Dedication and Service at Cocoa Walgreens. (Mayor Williams)

Attachments: Martin Lee Award.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 19-286 To Approve Task Order 2019-04 with CH2M Hill Engineers, Inc. (Jacobs) Engineering, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (Utilities Director).

Attachments: TO (2019-04) CH2M - 6-12-19 - $226931.83-UT
Cocoa Security Eng SDC Task Order Signed 060419
Agreement for Dyal Chemical Conversion

V.2 19-303 Approve a Resolution allowing for the Finance Director to Authorize Reissuance of The Walt Disney Company Stock and Subsequent Liquidation of the Stock held for Police and Fire Purposes. (Finance Director).

Attachments: Res. 2019-xxx 07-10-2019 Disney Stock
Disney Stock Instructions.pdf
Disney Stock Renaming Instructions.pdf
Disney Stock Sales Instructions.pdf

V.3 19-305 To Approve Change Order #1 to P.O. 73312 with Parkson Corporation, Ft. Lauderdale, Florida, for an additional Control Panel on Bar Screen Equipment at the Jerry Sellers Reclamation Facility; To Approve a Resolution Amending the FY19 Budget. (Utilities Director).

Attachments: CO #1 $5,000.00 4-19-2019
Budget Resolution FY2019 6-20-2019
BAF 19-108 -UT-Control Panel (7-10-19) ~Agenda 19-305.pdf

V.4 19-312 Approve a change order to add $1,875 to purchase order #73903 with Integrity Public Finance Consulting LLC. (Finance Director).

Attachments: Agenda attachment_Integrity PFC Engagement Letter
PO#73903

VI. PUBLIC HEARINGS:

VI.1 19-307 Approve the second and final reading of Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance. (Finance Director).

Attachments: __-2019-Stormwater Protection.pdf
Notice of Public Hearing Ordinance No. 10-2019_2nd reading.pdf

VI.2 19-313 Approval of Ordinance No. 09-2019/second and final reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities. (City Manager).

Indexes: benefits; Pension; Retirement

Attachments: 9-2019 Cocoa Firefighters Pension Ordinance (Second Reading)
2019.06.24 Cocoa Fire - No Impact Letter
Legal Ad OrderConf.pdf

VI.3 19-321 Postpone consideration of an ordinance 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. (Community Services Director).

Attachments: Legal Ad Proof - Text Amend (Parking Lot)

VII. COUNCIL BUSINESS:

VII.1 19-318 Seek Council direction on request from Habitat for Humanity of Brevard County, Inc.(Habitat) to donate or sell city owned property at 114 First Street to allow Habitat to open a ReStore within Cocoa. (City Manager).

Attachments: Letter requesting former fire station 114 Street
Exhibit A - Map of two parcels

VII.2 19-324 Consider the Appointment of Ms. Pamela Shaia as a member to the Board of Adjustment. (Administrative Services Director).

Attachments: Board Application.pdf
Property Appraiser.pdf
Background Check.pdf
BOA Roster.pdf

VIII. CITY BUSINESS:

VIII.1 19-204 Approve the first 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: -2019 Ordinance re Chapter 22 Utility Rates and Charges v.2

VIII.2 19-311 Approve, as recommended, the proposed Fiscal Year 2020 benefit renewal for medical, consolidating to one medical plan, and renewal for the dental; and to authorize the City Manager to sign related agreements. (City Manager).

Indexes: benefits; insurance

Attachments: 061919 - Cocoa - Executive Summary Full
062519 - Cocoa - ASO ISL Renewal Evaluation.pdf
052319 - Cocoa - Medical Benefits Summary Alt 2 No EE Contribution Change (
050819 - Cocoa - Dental Renewal Evaluation

MULTI-YEAR CONTRACTS:

VIII.3 19-304 Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 12, 2019 and end May 28, 2020. (Police Chief).

Attachments: 2019 Rockledge Crossing Guard.pdf

IX. INFORMATIONAL AGENDA:

IX.1 19-290 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director).

Attachments: May 2019 Financial Report.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	19-315	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/26/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 10, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2019
Agenda Date: July 10, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 10, 2019, as presented or with amendments

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of July 10, 2019, as presented or with amendments

65 Stone Street
Cocoa, FL 32922

City of Cocoa

Legislation Details (With Text)

File #:	19-323	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/28/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Presentation of Certificate of Recognition to Martin Lee for 44 Years of Dedication and Service at Cocoa Walgreens. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Martin Lee Award.pdf				

Date	Ver.	Action By	Action	Result

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Certificate of Recognition

We hereby present

Martin Lee

With this certificate acknowledging your commitment and dedication to your community.

Awarded on this 10th day of July, 2019.

CORPORATE SEAL FLORIDA

Jake Williams, Jr., Mayor

Legislation Details (With Text)

File #:	19-286	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	6/10/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	To Approve Task Order 2019-04 with CH2M Hill Engineers, Inc. (Jacobs) Engineering, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project. (Utilities Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2019-04) CH2M - 6-12-19 - $226931.83-UT Cocoa Security Eng SDC Task Order Signed 060419 Agreement for Dyal Chemical Conversion				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 10, 2019
Agenda Date: July 10, 2019
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2019-04 with CH2M Hill Engineers, Inc. (Jacobs) Engineering, Inc. for the Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project

BACKGROUND:

On February 4, 2017, City Council approved Task Order 2017-02 with CH2M Hill Engineers, Inc. (now Jacobs Engineering) to provide design and permitting services for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project.

The security system encompasses an integrated system that involves multiple facilities. Included in the project are numerous equipment improvements. Details are exempt from public records and public meeting disclosure pursuant to Section 119.0713(5) and Section 286.0113, Florida Statutes.

This task order will provide Procurement and Bidding Services and Services During Construction (SDC) for the security system improvements project.

Staff recommends approval of this task order with CH2M Hill Engineers, Inc. (Jacobs) Engineering for Bidding Phase Assistance and Services During Construction for Security System Improvements at the Dyal Water Treatment Plant.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$226,931.83
Account Number	426-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds	Series 2018B Bond

PREVIOUS ACTION:

On February 4, 2017, City Council approved Task Order 2017-02 with CH2M Hill Engineers, Inc. (now Jacobs Engineering) to provide design and permitting services for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project.

RECOMMENDED MOTION:

To Approve Task Order 2019-04 with CH2M Hill Engineers, Inc. (Jacobs) for Bidding Phase Assistance and Services During Construction (SDC) for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and Reliability Improvements Project.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7521454&GUID=CBB64529-CC2A-42A4-9AF6-C7B5C6BB8D75* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER 2019-04

City of Cocoa Water Utility Security Improvements – Engineering Services During Construction

CH2M will provide procurement support, bidding, permitting and services during construction (SDC) as defined below. These services are intended to assist the City during the procurement and bidding process and provide technical assistance during the construction phase. These SDC services are based upon the understanding that the City will contract directly with the Construction Contractor and the City will actively manage the construction contract process including contract decisions, the approval process, and other actions necessary for the execution and completion of the construction.

Scope of Services

Task 1 – Procurement and Bidding Services

CH2M will provide services to assist the CITY in selection of a single Contractor for the construction of the project. The City plans to conduct a contractor qualification-based selection process followed by a cost bid phase. The City will prepare and place advertisements and notices soliciting qualifications packages and bids for the construction of the project and receive the documents from the prospective bidders.

1.1 Pre-Qualification Services

Assist the City during the development of the Request For Qualifications (RFQ) package. CH2M will assist by providing technical understanding of the requirements of the design improvements. CH2M will attend a single meeting, arranged by the City, to meet with prospective proposers and discuss the project. The City will be responsible for setting up the meeting including selection of the meeting location and advertisement. The City will run the meeting and the site walk down. Meeting agenda and meeting minutes will be prepared by the City.

1.2 Qualification Proposal Evaluation

CH2M will develop proposal evaluation criteria based on City input, to support the qualification proposal phase. The City will provide a copy to CH2M of documents to be included in the qualification phase evaluation process. CH2M will perform a single evaluation of up to six (6) City selected proposals for this project.

The proposal evaluation will include a tabulation review of the proposal package. The review of the proposals will include an inspection of the package for completeness, errors and omissions, evaluation of the listed experience on similar projects, contacting references, and evaluation of other submitted data.

CH2M will attend one (1) meeting with City staff to discuss the evaluation process and establish the short list of providers.

1.3 Bid Phase Services

The City will be responsible for administering the bid phase including receiving and logging questions during the course of the bid period and providing the questions to CH2M. CH2M will provide technical interpretation of the contract bid documents and will prepare written responses to bidders' questions and requests in the form of addenda. Addenda will be submitted to the City in

electronic format (MS Word). All addenda responses prepared by CH2M will be approved by the City and the City will deliver responses to prospective bidders. It is assumed that no more than three addenda will be prepared.

1.4 Cost Proposal Evaluation

The City will review the final cost proposals submitted and select up to three complete proposals for evaluation by CH2M. CH2M will coordinate with the City during the final cost proposal evaluation process, receive a copy of all final cost proposal evaluation criteria, receive a copy of Proposal Documents, and perform a single evaluation of up to three (3) City selected proposals.

The proposal evaluation will include a tabulation of bid prices and a review of the proposal package from the proposers. The review of the proposals will include checking for completeness, errors and omissions, and evaluation of other submitted data.

CH2M will attend one (1) meeting with City staff to discuss the evaluation process and develop a recommendation of award.

- Final negotiations of contract price with the selected firm are not included in this proposal.
- Services associated with re-bids and dealing with protests are not included in this proposal.

1.5 Permit Support

The building permit will be applied for by the contractor. CH2M will prepare responses to requests for information related to the design documents by the County Building Department during the permit review process. Permit execution and coordination is provided by the construction contractor.

Task 1 Deliverables:

- Written responses to questions from the pre-bid meeting
- Written responses to requests for information and up to three addenda
- Criteria for RFQ proposal review
- Written qualification proposal review with recommendation for contractor short list
- Written cost proposal review with recommendation for award

Task 2 – Services During Construction

2.1 Kickoff /Pre-Construction Meeting

Up to two members of the CH2M design team will attend one construction kickoff/pre-construction meeting with the City and Contractor to review the project communication, coordination, procedures, discuss the Contractor's approach, and review the specific requirements for the project. Agenda and meeting minutes will be prepared by City.

2.2 Requests for Information

CH2M will review the Contractor's requests for information or clarification on the design documents. CH2M will coordinate and issue responses to the requests and transmit to the contractor. CH2M will provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. Up to 15 Requests for Information (RFI) will be addressed by CH2M.

2.3 - Shop Drawings and Submittal Review

CH2M will perform reviews of shop drawings, diagrams, illustrations, catalog data, schedules, the results of inspections, and other data the Contractor is required to submit.

CH2M will review one complete design submittal package from the Contractor which includes shop drawings, and required submittals. A second submittal review is included for approximately one half of the original submittal content to review contractor responses to the initial review comments.

CH2M's review of shop drawings and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the construction contract, nor is such review a guarantee that the work covered by the shop drawings and submittals is free of errors, inconsistencies or omissions.

CH2M will log and track all submittals.

2.4 - Progress Meetings and Management

This task includes project setup, development of a project execution workplan, development of a CH2M project safety plan, and an onsite CH2M SDC project kickoff meeting with the City. The kickoff meeting will be attended by the CH2M PM with two staff attending by phone.

One CH2M representative will attend up to 8 progress meetings with the Contractor and City personnel. Contractor shall prepare agenda and meeting minutes. CH2M's project manager will attend in person and a design engineer will participate in the meetings via telephone as needed.

CH2M will review pay applications and provide technical review and feedback/approval for up to four (4) change orders to verify that the changed scope meets the intent of the design criteria.

2.5 Site Visits

One member of the CH2M design team will conduct site visits during the construction phase. The purpose of these site visits is to provide guidance and feedback to the construction field staff, and evaluate general conformance with the construction documents and the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor.

CH2M's presence at the site does not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

CH2M will have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and will have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CH2M's own personnel.

Site visit activities have been budgeted as full day visits at 10 hours per visit for up to 10 days (planned at one day per week for 10 weeks). Any site visits in excess of this amount will be subject to additional compensation.

CH2M will assist the City with inspections at substantial and final completion. CH2M will prepare up to two (2) separate punch lists of items requiring completion or correction and make recommendations to the City regarding acceptance of the work based upon the results of the final inspection.

2.6 - Record Drawings

CH2M will revise the original set of design drawings upon completion of the project, and submit both hard copy and electronic (PDF) record drawings to the City. Record drawings will be developed using CAD/CAE from information supplied by the Contractor and City onsite personnel.

2.7 – Startup Support Services

CH2M will attend and witness field performance and operational testing of the system as described in the contract documents. Startup support has been budgeted as three (3) consecutive 10 hour days.

Task 2 Deliverables:

- Written responses to requests for information
- Written review responses to shop drawing submittals
- Punch list for the substantial completion phase and the final completion phase of work
- Record drawings updated and finalized

Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

- Procurement and bid phase services are based on a period of 12 weeks.
- The construction period based on a period of 8 months.
- The City will be responsible for final review and approval of contractor payment applications, change orders, and substitution requests.
- Contractor will provide marked up and annotated as-built drawings per the requirements of the contract documents.

Project Schedule

- Bidding services shall be provided based on the City's bidding schedule.
- Punch lists will be submitted to the City and Contractor 5 days after the substantial completion site visit.
- Record drawings will be submitted to the City 4 weeks after receipt of properly documented as-builts from the Contractor.

Compensation

Services proposed by CH2M in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

CH2M proposes to perform the work described herein on a time and material basis with budgets between the sub-tasks and expenses being interchangeable as needed. The estimated total engineering fee including labor and expenses associated with the task order is shown in Table 1, Fee Estimate.

Table 1 – Fee Estimate

Task Description	Hours	Fee	Expense	Travel	Total
Task 01 - Procurement and Bidding Services					
01.01 - Pre-Qualification Services	66	$13,024.80	$0.00	$1,726.00	$14,750.80
01.02 - Qualification Proposal Evaluation	76	$15,016.50	$0.00	$0.00	$15,016.50
01.03 - Bid Phase Services	42	$8,003.88	$0.00	$0.00	$8,003.88
01.04 - Cost Proposal Evaluation	94	$17,638.20	$0.00	$1,460.00	$19,098.20
01.05 - Permit Support	44	$8,281.80	$0.00	$0.00	$8,281.80
Subtotal for 01	**322**	**$61,965.18**	**$0.00**	**$3,186.00**	**$65,151.18**

Task 02 - Services During Construction					
02.01 - Kickoff/ Pre-Construction Meeting	48	$9,560.16	$0.00	$1,726.00	$11,286.16
02.02 - Request For Information	90	$16,119.00	$0.00	$0.00	$16,119.00
02.03 - Shop Drawings and Submittal Review	192	$35,350.56	$0.00	$0.00	$35,350.56
02.04 - Progress Meetings and Management	161	$30,741.75	$0.00	$0.00	$30,741.75
02.05 - Site Visits	228	$39,725.36	$0.00	$3,442.00	$43,167.36
02.06 - Record Drawings	112	$16,385.44	$950.00	$0.00	$17,335.44
02.07 - Startup Support Services	44	$7,780.38	$0.00	$0.00	$7,780.38
Subtotal for 02	**875**	**$155,662.65**	**$950.00**	**$5,168.00**	**$161,780.65**
Grand Total	**1,197**	**$217,627.83**	**$950.00**	**$8,354.00**	**$226,931.83**

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
By: _____	By: 
Title: _____	Title: Vice President
Date: _____	Date: 06/04/19

Attachment A
CH2M FY2019 Per Diem Schedule

Classification	Description	FY2019 Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates were negotiated rates for Year 2012. However, these rates will be held firm for use on this task order.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee.

AGREEMENT FOR
Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements

THIS AGREEMENT is made and entered into this 26th day of January, 2016, by and between **the CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and CH2M HILL ENGINEERS, INC., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, FL 32801, hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City wishes to obtain design, permitting, and services during construction of the Chemical Conversion and Reliability Improvements Project and other improvements at the Dyal Water Treatment Plant; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement period shall be for three (3) years or the final completion and acceptance of the project whichever comes last and will begin as of the date on the Notice of Award.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean CH2M HILL ENGINEERS, INC., and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement.

1.4 **Engagement.** The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on hourly rate schedule attached hereto as "Exhibit A", and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any phases of engineering services. The City will issue a Notice to Proceed to the Engineer in the form of a City purchase order. Upon receipt of the signed Task Order and a written Notice to Proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right to perform any services related to this Agreement. The Scope of Services to be provided by the Engineer shall include, but is not limited to, the following:

a. Multi-discipline engineering evaluation and design for;

1. Conversion of chlorine gas and anhydrous ammonia to liquid chemical systems, and new chemical storage and feed facilities
2. Redundant finished water pump station facility and transmission main/yard piping improvements
3. A new emergency generator facility and electrical distribution system improvements
4. Site, roadway, parking, and storm water improvements
5. Security and site access improvements
6. New treatment processes, buildings and facilities
7. Modifications to existing treatment processes, structures and buildings
8. Other miscellaneous plant improvements

b. Surveying, geotechnical investigations, subsurface utility engineering, and specialty testing and assessments

c. Regulatory permitting assistance

d. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations

e. Environmental impact assessments/studies and other evaluations as necessary

f. Cost estimating services and constructability reviews

g. SCADA system design, PLC and HMI programming, and integration services

h. Bid phase services, services during construction and construction management and inspection

i. Start-up services and operations support

j. Miscellaneous services including but not limited to public relations assistance and equipment evaluations.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

3.3 Any cost caused by defective or ill-timed services shall be borne by the parties responsible therefore.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent

professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Engineer the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.5 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statute (2002).

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c) The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d) The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30 day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance. Unless agreed to by the City to the contrary, the City shall be named on the

insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3 Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4 The Engineer acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Engineer agrees that to the extent any document produced by Engineer under this Agreement constitutes a Public Record, Engineer shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

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

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

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

17.4 Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Engineer has committed any act of fraud upon the City; or

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer

CH2M HILL ENGINEERS, INC.
225 East Robinson Street, Suite 505
Orlando, FL 32801
Attention: Mr. Ed Davis

For City:

City of Cocoa/Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 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.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

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

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

34.0 INDEMNIFICATION

34.1 For all Services performed pursuant to this Agreement, the Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings) to the proportionate extent, directly or indirectly arising from:

a) any default under this Agreement by Engineer;

b) any negligent act, omission or operation of work related to all Services performed under this Agreement by Engineer, and its employees, principals, agents, independent contractors, and consultants.

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any

construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the Contract Documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and it Subconsultants, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgement.

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry Parrish III, Mayor 1/26/16

ATTEST:

By: _____
Carie Sheafe, City Clerk 1/26/16

ENGINEER:

CH2M HILL ENGINEERS, INC.

By _____
Print Name/Title: **François Menard, Vice President**
1-11-16

ATTEST:

By: _____ 1/11/16

EXHIBIT "A"
2016 CH2M HILL RATE SCHEDULE

CLASSIFICATION	DESCRIPTION	RATE
Engineer 9	Principal	199.17
Engineer 8	Senior Reviewer/Consultant	199.17
Engineer 7	Senior Project Manager	199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	120.84
Engineer 2	Project Engineer/Scientist/Consultant	101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	95.27
Engineer 0	Engineering Intern	85.28
Technician 5	Senior Construction Manager/Senior Designer	155.59
Technician 4	Construction Manager/Senior Technician	125.06
Technician 3	Senior Construction Inspector	111.34
Technician 2	Construction Inspector/Technician	86.17
Technician 1	Junior Construction Inspector/Junior Technician	76.53
Technical Aide	Technical Aide	66.56
Office	Office/Project Administration	69.99

Notes:

1. Billing rates listed above are designated for one year after execution of the Agreement.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the agreement.
3. Bill rate schedule is for time basis work and City wil be billed based on actual hours by category designated for an individual employee.
4. CH2M HILL Engineers reserves the right to request annual rate modifications for future work.

Legislation Details (With Text)

File #:	19-303	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/18/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approve a Resolution allowing for the Finance Director to Authorize Reissuance of The Walt Disney Company Stock and Subsequent Liquidation of the Stock held for Police and Fire Purposes. (Finance Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Res. 2019-xxx 07-10-2019 Disney Stock Disney Stock Instructions.pdf Disney Stock Renaming Instructions.pdf Disney Stock Sales Instructions.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 18, 2019
Agenda Date: July 10, 2019
Prepared By: Anne Folsom Quesada, Accounting Manager
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution allowing for the Finance Director to Authorize Reissuance of The Walt Disney Company Stock and Subsequent Liquidation of the Stock held for Police and Fire Purposes.

BACKGROUND:

In fiscal year 2002 the City recorded the receipt of two donations of stock in The Walt Disney Company ("the Company"). The donations may have been made prior to FY2002. Staff has not been able to locate the stock certificates or other documentation related to the donations. The City has received annual dividends since 2002 and confirmed with the Company that the stock certificates are still valid. The donations were initially recorded at $352.27 in account 001-0000-151.03-01 Stocks/Disney-Police and $346.33 in account 001-0000-151.03-02 Stocks/Disney-Fire. Total annual dividends average $8.00. As of September 30, 2018 the book values are $2,581.87 and $2,759.93 respectively. Based on the opening share price on June 18, 2019 of $141.99, the 60 shares are valued at about $8,520, resulting in an unrealized gain since FY2002 of about $7,821. In an effort to reduce the administrative burden of required tracking, recording, revaluing, and reporting on these assets and revenues, staff recommends the stock be sold and the net revenue recognized.

The Company requires the City declare, via adoption of a Resolution, that the stock certificates are

missing and have them reissued in a new account in the name of the City of Cocoa. Subsequent to the reissuance of the stock, the City may then request liquidation of the stock to reduce the administrative burden as noted above. The Resolution is required by the Company. Since several steps and forms are required, staff recommends that the Finance Director be authorized to perform the steps and sign the forms.

There are fees associated with these transactions: (a) $65 plus 2% of share value for surety bond to change the legal name on 51 shares from “City of Cocoa Fire/Police/Rescue” and $10 plus 2% of share value for surety bond to change the legal name on 9 shares from “Cocoa Fire/Police Dept”; (b) $20 to enroll in one dividend investment account; and (c) $20 per account plus $.02 per share to sell the shares. Fees associated with the sale will be withheld from the proceeds; the other fees will be paid when the forms are submitted to the Company. Estimated fees (subject to share value at the time transactions are completed) total $300 from account 001-1600-513.49-00 Other Charges & Obligations. Net revenue will be recorded in account 001-0000-361.40-00 Gain/Loss on Sale of Investment. Staff reserves the ability to use other accounts if necessary to properly record the transactions in accordance with generally accepted accounting principles (GAAP).

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Resolution allowing for the Finance Director to Authorize Reissuance of The Walt Disney Company Stock and Subsequent Liquidation of the Stock held for Police and Fire Purposes.

Broadridge
— ON BEHALF OF —
The Walt Disney Company

Enrollment Form

Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718
Phone: 1 (855) 55-DISNEY (1-855-553-4763)
Fax: 1 (215) 553-5402

Dear Disney Shareholder,

Broadridge Corporate Issuer Solutions is the transfer agent for The Walt Disney Company. The information provided below outlines the process to enroll your existing account or establish a new account in The Walt Disney Company Investment Plan. Please read the content carefully and follow all of the instructions provided.

Things to remember before sending in your completed form:

1. Make sure your form has all of the required signatures. If the account has a joint tenant registration, both shareholders are required to sign. If you are signing for the shareholder, please include your title (e.g., POA, Custodian, Executor) after your signature and the proper documentation supporting your title, if applicable (e.g., appointment documents).

2. If opening a new account, include a check made payable to "Broadridge."

3. Consult The Walt Disney Company Investment Plan Prospectus for additional information, including the schedule of purchases and sales, minimum and maximum investment amounts, along with transaction fees and associated brokerage commissions.

If you have any questions regarding your Disney Shareholder account, please contact us at:

Telephone Number: 1 (855) 55-DISNEY (1-855-553-4763)

E-mail: disneyshareholder@broadridge.com

Please retain a copy of all documents for your records. Please return the above items to:

Regular Mail
Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718

OR

Overnight Mail
Broadridge Corporate Issuer Solutions
1155 Long Island Avenue
Edgewood, NY 11717-8309
Attn: IWS

Thank you for your interest in The Walt Disney Company.

Sincerely,

Correspondence Department
Broadridge Corporate Issuer Solutions

Broadridge

— ON BEHALF OF —

The Walt Disney Company

The Walt Disney Company Investment Plan Enrollment Form

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you complete an enrollment application, we will ask for your name, address, date of birth, and other information that will allow us to identify you. Please be aware that we will verify the information you provide and may also ask for copies of your driver's license or other identifying documents. Further, we will collect and hold information provided to us pursuant to our Privacy Statement, available at www.disneyshareholder.com. Broadridge is the Transfer Agent for The Walt Disney Company.

SECTION I - EXISTING SHAREHOLDERS

1. Account Number: 1683 - ☐☐☐☐☐☐☐☐☐☐

2. Last Four Digits of Primary Account Holder's TIN, if Applicable: ☐☐☐☐

(For Custodial accounts this is the Minor's TIN; For Joint Tenant accounts this is the first joint tenant listed on the account).

3. Account Registration: _____

Names as they appear on the account

4. Account Address: _____

Street City State Zip Code

Telephone Number: _____ E-mail Address: _____

*** This section is to be completed only if you already maintain an account with Broadridge. Please proceed to Section III, IV, V, and/or VI to manage applicable account elections.**

SECTION II - NEW SHAREHOLDERS

1. Account Registration - Type of Account (Please check one box and provide all requested information.)

☐ **Individual or Joint:** Joint accounts will be presumed to be joint tenants with rights of survivorship and not tenants in common, unless tenants in common, tenants by the entireties, or community property registrations are requested. Provide the primary account holder's Date of Birth (the primary account holder is the first joint tenant listed on the account).

Owner's First, Middle and Last Name: _____

Owner's Date of Birth (MM/DD/YYYY): ☐☐☐☐☐☐☐☐☐☐

Joint Owner's First, Middle and Last Name: _____

☐ **Custodial:** A minor is the beneficial owner of the account with an adult custodian managing the account until the minor reaches the age of majority, as specified in the Uniform Gifts/Transfers to Minors Act in the minor's state of residence. (U.S. only)

Custodian's First, Middle and Last Name: _____

Minor's First, Middle and Last Name: _____

Minor's Date of Birth (MM/DD/YYYY): ☐☐☐☐☐☐☐☐☐☐ Minor's State of Residence (U.S. only): _____

☐ **Trust:** Account is established in accordance with provisions of a trust agreement.

Trustee Name(s): _____

Name of Trust: _____ Date of Trust: _____

☐ **Corporation, Partnership, or Other Entity:**

Business Name: _____

2. Account Address (required): _____

Street City State Zip Code

Telephone Number: _____ E-mail Address: _____

Please proceed to Section III, IV, V, and/or VI to manage applicable account elections.

Broadridge

— ON BEHALF OF —

The Walt Disney Company

The Walt Disney Company Investment Plan Enrollment Form

SECTION III - AUTHORIZATION FOR ENROLLMENT

☐ Enroll my account in The Walt Disney Company Investment Plan and begin reinvesting my dividends. The enrollment fee made payable to Broadridge is enclosed. Please see The Walt Disney Company Investment Plan Prospectus for enrollment fee and associated service fees.

SECTION IV - INITIAL CASH INVESTMENT - OPTIONAL

☐ Enroll my account in The Walt Disney Company Investment Plan and begin reinvesting my dividends. Enclosed is an initial cash investment made payable to Broadridge in the amount of $_____ to purchase shares of The Walt Disney Company pursuant to the terms of The Walt Disney Company Investment Plan ($50.00 minimum/maximum $250,000.00 annually). The enrollment fee will be deducted from the investment amount along with associated service fees, if not enclosed. Please see The Walt Disney Company Investment Plan Prospectus for associated service fees.

SECTION V - AUTHORIZATION FOR ONE TIME OR RECURRING INVESTMENTS - OPTIONAL

☐ I/We hereby authorize Broadridge Corporate Issuer Solutions, Inc. to make a **one time automatic withdrawal** from my/our checking/savings account in the amount indicated below to invest in shares of The Walt Disney Company pursuant to the terms of The Walt Disney Company Investment Plan. Selecting this option will also enroll my account in The Walt Disney Company Investment Plan and begin reinvesting my dividends. The enrollment fee will be deducted from the investment amount along with associated service fees, if not enclosed. Please see The Walt Disney Company Investment Plan Prospectus for enrollment fee and associated service fees.

One Time Investment Amount $_____ ($50.00 minimum/maximum $250,000.00 annually).

☐ I/We hereby authorize Broadridge Corporate Issuer Solutions, Inc. to start making **recurring automatic withdrawals** from my/our checking/savings account in the amount indicated below to invest in shares of The Walt Disney Company pursuant to the terms of The Walt Disney Company Investment Plan. Selecting this option will also enroll my account in The Walt Disney Company Investment Plan and begin reinvesting my dividends. The enrollment fee will be deducted from the investment amount along with associated service fees, if not enclosed. Please see The Walt Disney Company Investment Plan Prospectus for enrollment fee and associated service fees.

Automatic Investment Amount $_____ ($50.00 minimum/maximum $250,000.00 annually).

Recurring Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annual (Frequency of Quarterly and Semi-Annual investments are determined based on the initial investment, not calendar year.)

SECTION VI - INCLUDE A VOIDED CHECK
BANKING INFORMATION FOR ONE TIME OR RECURRING INVESTMENTS AND/OR DIRECT DEPOSIT AUTHORIZATION

Select One: Type of Account:

Checking ☐ Savings ☐

Name(s) on Bank Account:

_____

_____

_____



To be completed by your financial organization only if a voided check cannot be supplied or your account is with a credit union or savings & loan.

Name of Financial Organization _____

Bank Routing Number _____

Bank Account Number _____

_____ _____

Authorized Signature of Financial Organization — Date

SECTION VII - SIGNATURE(S)

SIGNATURE(S) - The signatures below indicate that I/we have read The Walt Disney Company Investment Plan Prospectus and agree to its terms. By signing below, I/we agree to the indicated account election changes referenced above. The signature of all registered holders is required.

_____ _____ _____ _____

Signature — Date — Signature — Date

Broadridge

— ON BEHALF OF —

The Walt Disney Company

The Walt Disney Company Investment Plan Enrollment Form

NEW HOLDER/RECIPIENT TAX PAYER ID CERTIFICATION (SUBSTITUTE W-9)

If a new custodial account is being created, provide the minor's TIN and have the custodian sign the form. For joint tenant accounts, provide the primary account holder's TIN (the primary account holder is the first joint tenant listed on the account). If requested information is not known at time of transfer, or the new owner is not available to sign, a W-9 form will be mailed to the new shareholder(s) once the shares are transferred. A new shareholder may also go online at www.disneyshareholder.com to print a W-9 form. If the new holder/recipient is not a U.S. person (including a U.S. resident alien), please complete the applicable IRS Form W-8.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Broadridge
— ON BEHALF OF —
The Walt Disney Company

Legal Transfer Form

Online: www.disneyshareholder.com
E-mail: disneyshareholder@broadridge.com

Dear Disney Shareholder,

Thank you for contacting Broadridge Corporate Issuer Solutions, Inc., the transfer agent for The Walt Disney Company, regarding a transfer of shares. Enclosed is the form you requested.

You would use this form if:

- You are looking to change your name;
- You are no longer considered a minor and would like to remove the custodian;
- You would like to add or remove a shareholder; or
- You would like to add a Transfer on Death beneficiary to your registration.

You would not use this form if:

- You would like to transfer your shares to your brokerage account or have shares from your brokerage account transferred to Broadridge.

Instead, request that a representative from your brokerage company initiate the transfer request. Our DRS number is 7824.

When completing the enclosed form:

1. Make sure your form has all of the required signatures. If you are signing for the shareholder, please include your title (e.g., Power of Attorney, Custodian, Executor) after your signature and *the proper documentation supporting your title, if applicable* (e.g., appointment documents). Your Legal Transfer will require a Medallion Signature Guarantee (MSG). Sign the form in the presence of the individual who will provide the Guarantee (usually your banker or broker).
2. All original stock certificates must be included with the completed Legal Transfer Form. Copies of stock certificates will not be accepted. If you do not know if your shares are represented by stock certificates or if you cannot locate your stock certificates, please contact us before submitting your transfer request.
3. Unless otherwise instructed, transferred shares will be issued in DRS Book-Entry form. If the existing account currently has direct deposit, monthly debit, or voluntary withholding instructions, these instructions will not automatically transfer over to the new account. If you would like us to apply these instructions to the new account or sell after transferring, please include a letter of instruction signed by all new shareholders or their legal representative(s) requesting such action.
4. To ensure that your new account is properly tax certified and avoid any preventable withholding, all U.S. citizens should complete the provided substitute W-9 or complete a separate IRS Form W-9. Non-U.S. citizens should complete and submit an IRS Form W-8BEN or W-8BEN-E as applicable. Broadridge is required to withhold taxes on applicable payment if the proper tax certification documents are not received.

Please retain a copy of all documents for your records. All submitted documents deemed in good order for processing will be kept as part of Broadridge's permanent records and will not be returned to you. Documents for transfer must be submitted through the mail. For your security, we suggest that you do not sign the back of the certificate when presenting it to us for transfer. We recommend using registered mail or a courier service that provides a return receipt. We also suggest that you insure the mailing with the carrier for 2% of the stock's market value, which is the approximate cost to replace a certificate in the event that it is lost in transit. If mailing to Broadridge from outside the U.S., we suggest insuring the mailing with the carrier for 4% of the stock's market value.

Regular Mail
Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718

OR

Overnight Mail
Broadridge Corporate Issuer Solutions
1155 Long Island Avenue
Edgewood, NY 11717-8309
ATTN: IWS

Thank you for your interest in The Walt Disney Company.

Sincerely,

Correspondence Department
Broadridge Corporate Issuer Solutions

Transaction Guide

A Medallion Signature Guarantee (MSG) is required for ALL transfer requests.

What is a Medallion Signature Guarantee (MSG)?

A MSG is a unique stamp provided by banks, brokers, credit unions, and other financial institutions. The stamp is imprinted with special ink used in validating its authenticity. The provider of the stamp or guarantor reviews documentation provided by you, the signer, and by issuing the stamp, warrants at the time of signing the signature was genuine; and the signer was an appropriate person to endorse; and the signer had legal capacity to sign. The guarantor institution should verify the medallion stamp is sufficient to cover the value of assets being transacted upon.

A notary stamp/seal or consulate stamp is not acceptable when transferring the ownership of stock.

Where can I obtain a MSG?

While there may be a fee associated with obtaining a Medallion Signature Guarantee, most banks and brokerage firms provide this service free of charge to their customers. Contact your financial institution to determine if they offer this service.

Reason for Transaction	Additional Documentation Required with a MSG
Add or Remove a Joint Tenant.	- No additional documents are required with a MSG.
Name Change due to Misspelling, Marriage, Divorce, etc.	- No additional documents are required with a MSG.
Transfer to the Former Minor in a Custodial Account.	- Proof that the former minor is now age of majority for State listed in registration (e.g., copy of Birth Certificate, Passport, or State-issued driver's license). - A MSG is **only** required if the former minor is transferring shares into a new or married name, adding a joint owner, or otherwise changing the registration.
Change of Trustee.	- Copy of the first and last pages of the Trust Agreement, as well as any page where successor Trustee(s) is/are designated. - Notarized Trustee Resignation Letter.
Creation of Trust Account.	- Copy of the first and last pages of the Trust Agreement, as well as any page where successor Trustee(s) is/are designated.
Add/Change Transfer on Death (TOD) Beneficiary.	- No additional documents are required with a MSG.
Corporation Registration Change.	- The certificate of name change issued by the Secretary of the State of Incorporation; **OR** - The current copy of the corporate resolution signed by the authorizing officer(s) stating that the company's name has been changed. The seal of the corporation must be placed on the resolution or bylaws and must be dated within one year of the request.
Gifting Shares.	- No additional documents are required with a MSG. - Use multiple pages of Legal Transfer Form - Page 2 to transfer shares to more than one recipient.

Deceased Shareholder Transfers by Account Type ^	Additional Documentation Required with a MSG	
Individual Account – Estate is not going to be Probated.	- Copy of Death Certificate. - Completed Waiver of Probate/Notarized Small Estate Affidavit.	- Notarized Affidavit of Domicile (U.S. shareholders only). - Inheritance Tax Waiver (if required by decedent's State of Residence).
Individual Account - Estate has been Probated and is still open.	- Copy of Death Certificate. - Notarized Affidavit of Domicile (U.S. shareholders only). - Inheritance Tax Waiver (if required by decedent's State Residence).	- A certified copy with the original signature and seal affixed of the Certificate of Appointment document dated within one year (six months for NY).
Joint Tenant Account – Both deceased.	- Copy of Death Certificate for the tenant who passed away first. - Notarized Affidavit of Domicile (U.S. shareholders only) for the tenant who passed away first.	- Additional requirements are based on the second decedent's Estate status, as listed above.
Joint Tenant Account – One deceased.	- Copy of Death Certificate.	- Notarized Affidavit of Domicile (U.S. shareholders only).
	- **For registrations that include JT TEN or JTWROS only:** A MSG is **only** required if the surviving tenant is transferring shares into a new or married name, adding a joint owner, or otherwise changing the registration.	
Trust Account – Deceased Trustee.	- Copy of Death Certificate of deceased trustee.	- Copy of the first and last pages of the Trust Agreement as well as any page where successor Trustee(s) is/are designated.
Transfer on Death (TOD) – Shareholder deceased.	- Copy of Death Certificate of shareholder.	- Notarized Affidavit of Domicile (U.S. shareholders only).

^ If the deceased shareholder is not a U.S. person (including U.S. resident alien), please visit disneyshareholder.com/transfer for specific information regarding additional documentation to be submitted with the completed Legal Transfer Form.

Broadridge
— ON BEHALF OF —
The Walt Disney Company

CURRENT ACCOUNT INFORMATION

1. Account Number: (2-10 digits after the dash)

1683 - ______

2. Tax ID/SSN: (If applicable)

3. Account Registration: (Example: John Smith OR John Smith and Mary Smith JT TEN)

4. Mailing Address:

City:

State:

Zip Code: _____ - ____

Country:

TRANSFER SPECIFICS

5. Total Shares to be transferred: (Check one box)

☐ Transfer **ALL** Shares

☐ Transfer **only the below specified shares**

IMPORTANT: You must include original stock certificates.

Certificated Shares:

DRS Book-Entry Shares: (Whole shares)

Plan Shares: (Example: 120.0123)

6. Reason for Transfer: Check only one box. All transfers will be assumed a gift if no box is checked. If we receive documentation the shareholder is deceased, the transfer will default to inheritance. We recommend you consult your tax advisor regarding the tax implications for each scenario.

☐ Gift ☐ No Change in Beneficial Ownership ☐ Inheritance: Date of Death ____________ Price Per Share ____________

7. Your signature is **REQUIRED**:

Each registered owner must sign their name EXACTLY as it appears on the account. The authorized person(s) must sign in his/her legal capacity. The undersigned hereby irrevocably constitute and appoint Broadridge as attorney to transfer the shares with full power of substitution in the premises.

Signature: ______________________

*Legal Capacity: ______________________

Signature: ______________________

*Legal Capacity: ______________________

Date: ____________ Tel: ____________

E-mail Address: ______________________

*The authorized person(s) must sign in his/her legal capacity. (Example: Executor, Trustee, Power of Attorney)

Medallion Signature Guarantee (MSG)

Signature(s) must have a MSG from a commercial bank, broker, credit union or other financial institution. A notary stamp/seal or consulate stamp cannot be accepted in place of a MSG.

IMPORTANT: You must complete both pages of this form.

NEW HOLDER/RECIPIENT INFORMATION

8. New Shareholder(s) Account Type - **CHECK ONE**:

☐ Individual ☐ Joint ☐ Estate ☐ Custodial ☐ Add a Transfer on Death Beneficiary (one per account)

☐ Trust: _____ (Trust Date) ☐ Other: _____ (Example: Tax-Exempt Charity, Corporation)

9. New Shareholder(s) Information – see disneyshareholder.com/transfer for formatting examples:

Please indicate one: ☐ New Account ☐ Existing Account Number 1683 - ☐☐☐☐☐☐☐☐☐☐

Primary Shareholder Name: (First, MI, Last) Individual / Trustee / Custodian / Executor / Other

Secondary Shareholder Name: (First, MI, Last) Joint Tenant / Co-Trustee / Minor / Transfer on Death Beneficiary / Other (if applicable)

Trust Name/Estate Name:

Mailing Address:

City: State: Zip Code: -

Country:

Optional – New Shareholder Contact Information: E-mail Address: Telephone Number:

10. Share Designation:

DRS Book Entry Shares: (Whole shares) Plan Shares: (Example: 120.0123) Enroll in Plan*: ☐ Yes ☐ No

*By electing to enroll in the plan, I admit to reading The Walt Disney Company Investment Plan Prospectus and agree to its terms. If no signature is provided, then the shares will be placed outside of Plan into DRS Book-Entry. The remaining fractional share will be sold and subject to associated sale and brokerage fees as outlined in the Plan Prospectus.

To enroll the new account in The Walt Disney Company Investment Plan, please complete the Enrollment Form and submit it with your transfer request, including the applicable enrollment fee.

New Shareholder Signature: _____ Date: _____

NEW HOLDER/RECIPIENT TAX PAYER ID CERTIFICATION (SUBSTITUTE W-9)

If a new custodial account is being created, provide the minor's TIN and have the custodian sign the form. For joint tenant accounts, provide the primary account holder's TIN (the primary account holder is the first joint tenant listed on the account). If requested information is not known at time of transfer, or new owner is not available to sign, a W-9 form will be mailed to the new shareholder(s) once the shares are transferred. A new shareholder may also go online at www.disneyshareholder.com to print a W-9 form. If the new holder/recipient is not a U.S. person (including U.S. resident alien), please complete the applicable IRS Form W-8.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Affidavit of Domicile

Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718

Broadridge
— ON BEHALF OF —
The Walt Disney Company

Legal Transfer Form - Appendix A

Only use this form if the current shareholder is deceased and was a U.S. person (including U.S. resident alien). All fields must be completed. A Notary stamp is required.

State of: _____ County of: _____

Name of Stock (Issuer): The Walt Disney Company

Name(s) on the Account: _____

Deceased Holder's Tax Identification Number (TIN) or Social Security Number: _____

I/We, the undersigned _____ being duly sworn, depose and say that (I/We) reside
(signatory's name)

at _____ in the state of _____ and am/are
(mailing address)

_____
(describe your status such as Executive Administrator, Survivor in Joint Tenancy, if a corporate fiduciary, show title of affiant and name of corporation)

of _____
(deceased shareholder's name)

who died on the _____ day of _____, 20 _____ that at the time of death the

domicile (legal residency) of said decedent was at _____
(deceased shareholder's address at time of death)

County of _____, State of _____ that the decedent resided at

such address for _____ years prior to death and was not a resident of any (other) State within the United States of America at the time of death.

That any and all debts, taxes, legacies, and claims against the estate have been paid or provided for; that this affidavit is made for the purpose of securing the transfer or delivery of property owned by the decedent at the time of his/her death to a purchaser or the person or persons legally entitled thereto under the laws of the decedent's domicile; and that any apparent inequality in distribution has been satisfied or provided for out of other assets in the estate.

Signature(s): (Executor, Administrator, or Survivor) **Place Notary Seal Here**

_____
Signature

_____
Signature of co-executor

_____ _____
Capacity Line* **Notary Signature**

*The authorized person(s) must sign in his/her legal capacity.
(Example: Executor, Trustee, Power of Attorney)

Sworn to before me, a notary public, this _____ Day of _____, 20 _____

Notary Public Commission Expires: _____

Lost Certificate
Stop Release Letter

Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718

Broadridge
— ON BEHALF OF —
The Walt Disney Company

Legal Transfer Form - Appendix B

Only use this form if you previously reported a Stock Certificate as lost and it has since been located. All fields must be completed.

Name of Stock Issuer: The Walt Disney Company

Certificate number(s): _____

_____

(this information can be located in the top left box of the stock certificate; may include a prefix [e.g. ZQ])

Number of Shares: _____

Name(s) on the Account: _____

To Whom It May Concern,

The listed certificate(s) has/have been found. Please use this letter as authorization for Broadridge to release the restriction that has been placed on the certificate(s) which was/were previously reported as lost and/or stolen.

Sincerely,

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

Capacity Line: _____

*The authorized person(s) must sign in his/her legal capacity. (Example: Executor, Trustee, Power of Attorney)

Broadridge

— ON BEHALF OF —

The Walt Disney Company

Sale Request Form

Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718
Phone: 1 (855) 55-DISNEY (1-855-553-4763)
Fax: 1 (215) 553-5402

Dear Disney Shareholder,

Broadridge Corporate Issuer Solutions is the transfer agent for The Walt Disney Company. The information provided below outlines the process to sell shares from your account. Please read the content carefully and follow all of the instructions provided.

Things to remember before sending in your completed form:

1. Make sure your form has all of the required signatures. If the account has a joint tenant registration, both shareholders are required to sign. If you are signing for the shareholder, please include your title (e.g., POA, Custodian, Executor) after your signature and the proper documentation supporting your title if applicable (e.g. appointment documents).

2. If the shares are held in certificate form, you must enclose the certificate(s) with your request.

3. Consult The Walt Disney Company Investment Plan Prospectus for additional information regarding a sale of shares, including account terminations, along with transaction fees and associated brokerage commissions.

If you have any questions regarding your Disney Shareholder account, please contact us at:

Telephone Number: 1 (855) 55-DISNEY (1-855-553-4763)

E-mail: disneyshareholder@broadridge.com

Please retain a copy of all documents for your records. Please return the above items via fax (not applicable for certificated shares) or mail them to:

Regular Mail
Broadridge Corporate Issuer Solutions
P.O. Box 1342
Brentwood, NY 11717-0718

OR

Overnight Mail
Broadridge Corporate Issuer Solutions
1155 Long Island Avenue
Edgewood, NY 11717-8309
Attn: IWS

Thank you for your interest in The Walt Disney Company.

Sincerely,

Correspondence Department
Broadridge Corporate Issuer Solutions

Broadridge

— ON BEHALF OF —

The Walt Disney Company

Sale Request Form

You can sell shares held in book entry (electronically) anytime at www.disneyshareholder.com.

USE THIS FORM TO REQUEST AND AUTHORIZE BROADRIDGE TO SELL SHARES FROM THE FOLLOWING ACCOUNT:

Account Registration: (Example: John Smith OR John Smith and Mary Smith JT)

Account Number: 1683 - Daytime Telephone No.: _____

SALE SPECIFICS

Sell this number of shares:

Plan Shares (Example: 123.44) ☐☐ , ☐☐☐ . ☐☐☐

Certificated Shares (Example: 120.000) ☐☐ , ☐☐☐ . ☐☐☐
(Original certificate(s) must be enclosed to process)

Book Entry Shares (Whole Shares) ☐☐ , ☐☐☐ . ☐☐☐

OR ☐ Sell **ALL** shares and close account.
(Original certificate(s) must be enclosed to process, if applicable.)

AUTHORIZED SIGNATURE

The signature of all owner(s)/authorized parties is required to process this transaction: I (the undersigned), as a participant in The Walt Disney Company Investment Plan administered by Broadridge, acknowledge that Broadridge is acting solely as a service provider on behalf of The Walt Disney Company. Broadridge is not acting as a broker-dealer, and will not execute any sale on your behalf. Rather, Broadridge will promptly forward your request to the registered broker-dealer utilized by The Walt Disney Company Investment Plan who will sell the shares on the open market pursuant to the terms in the Plan Prospectus. The proceeds remitted will be reflected net of administration fees and brokerage commissions. Shares are sold at market prices and at the frequency set forth in the Plan Prospectus. Depending on the number of shares being sold and the current trading volume in the shares, sales may be executed in multiple transactions and may occur on more than one day. The selling price will not be known until the sale is complete. A check for the proceeds of the sale of shares, less applicable taxes, transaction fees and brokerage commissions, together with a summary transaction statement, will normally be mailed to you by first class mail within two (2) business days after the final trade settlement date.

If you utilize The Walt Disney Company Investment Plan, you will not be a brokerage customer of Broadridge or the registered broker-dealer utilized by The Walt Disney Company Investment Plan.

Broadridge's role in administering The Walt Disney Company Investment Plan is purely ministerial and clerical. Broadridge does not warranty or guarantee execution quality or fulfillment of sale requests. Finally, Broadridge will not be liable for any losses or liability you may incur arising from, related to, or in connection with your participation in the Plan, or Broadridge's actions or non-actions with respect to the Plan, and you hereby agree to indemnify and hold harmless Broadridge from all losses and liabilities incurred by Broadridge in connection with your participation in the Plan.

By way of submitting the applicable enrollment fee, if the account is not already enrolled in The Walt Disney Company Investment Plan, and signing below, I/we acknowledge reading the Plan Prospectus and agree to its terms (The Walt Disney Company Investment Plan Prospectus is available at www.disneyshareholder.com).

_____ _____
Signature Date

_____ _____
Signature Date

Legislation Details (With Text)

File #:	19-305	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	6/20/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	To Approve Change Order #1 to P.O. 73312 with Parkson Corporation, Ft. Lauderdale, Florida, for an additional Control Panel on Bar Screen Equipment at the Jerry Sellers Reclamation Facility; To Approve a Resolution Amending the FY19 Budget. (Utilities Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CO #1 $5,000.00 4-19-2019 Budget Resolution FY2019 6-20-2019 BAF 19-108 -UT-Control Panel (7-10-19) ~Agenda 19-305.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 20, 2019
Agenda Date: July 10, 2019
Prepared By: Misty McLendon
Through: Jack Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #1 to P.O. 73312 with Parkson Corporation, Ft. Lauderdale, Florida, for an additional Control Panel on Bar Screen Equipment at the Jerry Sellers Reclamation Facility; To Approve a Resolution Amending the FY19 Budget

BACKGROUND:

On September 11, 2018, City Council approved Agenda File ID #18-375 in the amount of $155,000 for Bar Screen System Replacement at the Sellers Water Reclamation Facility.

On September 19, 2018, Purchase Order 73312 was issued to Parkson Corporation.

After reviewing Parkson's specifications, Sellers staff requested an additional control panel on the Bar Screen to be installed. The original electrical control panel would have partially controlled systems and the requested change will place all electrical power and control systems into one single panel. Parkson submitted a quote in the amount of $5,000. There was no contingency approved and therefore, this change order is coming to Council for approval.

Staff is recommending Council approval of Change Order #1 in the amount of $5,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Adjustment Form 2019-108

Amount Requested	$5,000
Account Number	421-4120-536-63-00, WS18PB
Account Name	Infrastructure
Source of Funds:	421-4120-536-31-03 WS1510
Change Order Amount	$5,000
Original Purchase Order	73312
Original P.O. Amount	$155,000
Total number of change orders to date	1
Total amount in change orders to date	$5,000

PREVIOUS ACTION:

On February 27, 2018, City Council approved a resolution waiving the competitive bidding process for the purpose of making a sole source purchase of repairs to the Bar Screen from Wes Tech, Salt Lake City, Utah.

On September 11, 2018, City Council approved Agenda File ID #18-375 to Parkson Corporation, Ft. Lauderdale, Florida, in the amount of $155,000 for Bar Screen System Replacement at the Sellers Water Reclamation Facility.

RECOMMENDED MOTION:

To Approve Change Order #1 to P.O. 73312 with Parkson Corporation, Ft. Lauderdale, Florida, for an additional Control Panel on Bar Screen Equipment at the Jerry Sellers Reclamation Facility; To Approve a Resolution Amending the FY19 Budget.

1401 West Cypress Creek Road
Fort Lauderdale FL 33309-1969

Phone 954.974.6610
Fax 954.974.6182

CHANGE ORDER REQUEST

April 19, 2019

TO: **CITY OF COCOA**

FROM: Jorge Fernandez

Att: Francis Palmieri Jr
Superintendent
Sellers WRF
fpalmieri@cocoafl.org
Cell (321)536-1838
Office (321)433-8744

PROJECT: P02011177- CITY OF COCOA

CHANGE ORDER NO.: 1

Scope of Work: Adding to control panel to include the controls for the existing wash press unit

TOTAL PRICE FOR ABOVE CHANGES ..... $ 5,000.00

PARKSON CORPORATION	
Company Name	Company Name
JORGE FERNANDEZ	
Signature	Signature
April 19, 2019	
Date	Date

City of Cocoa Budget Adjustment Form FY 2019 - 108

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4120 | DATE PREPARED: 04/22/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,000)	421-4120-536.31-03	WS1510	ENGINEERING SERVICES	$ 40,000	$ 5,653	$ 653	$ 10,653
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 5,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,000	421-4120-536.63-00	WS18PB	INFRASTRUCTURE	$ 3,146,250	$ 773,577	$ 778,577	$ 319,688
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 5,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

After reviewing Parkson's specifications, Sellers staff requested an additional control panel on the Bar Screen to be installed. The original electrical control panel would have partially controlled systems and the requested change will place all electrical power and control systems into one single panel. Parkson submitted a quote in the amount of $5,000. Additional budget is needed to all the control panel which will include the controls for the existing was press unit. (PO#73312, Project # WS18PB) Agenda 19-305

CITY COUNCIL APPROVAL REQUIRED? *YES* ( ) *NO* (•) *DATE APPROVED:* 07/10/19 *RESOLUTION #:*

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

5/23/19 Frank Palmieri Digitally signed by Frank Palmieri Date: 2019.05.23 09:25:19 -04'00'	7/1/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.07.01 09:34:25 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/24/19 John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2019.05.24 10:01:51 -04'00'	7/1/19 Lora Howell Digitally signed by Lora Howell Date: 2019.07.01 09:51:32 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-312	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	6/25/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approve a change order to add $1,875 to purchase order #73903 with Integrity Public Finance Consulting LLC. (Finance Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agenda attachment_Integrity PFC Engagement Letter PO#73903				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2019
Agenda Date: July 10, 2019
Prepared By: Anne Folsom Quesada, Accounting Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Approve a change order to add $1,875 to purchase order #73903 with Integrity Public Finance Consulting LLC.

BACKGROUND:

On November 28, 2018 Council approved a multi-year contract with Integrity Public Finance Consulting LLC for arbitrage rebate calculations of the City's debt instruments and approved related budget adjustments. The budget adjustments and purchase order #73903 were based on information contained in Exhibit A of the agreement. The agreement contains a clause in Item III that states "An additional amount equal to 5% of our fees will also be charged for administrative expenses." This amount was inadvertently omitted from the budget adjustments and purchase order. It is necessary to process a change order to increase the purchase order by $1,875 (5% of $37,500) to pay for the administrative expenses. There is sufficient budget in the two funds and accounts to cover this amount.

STRATEGIC PLAN CONNECTION:

Goal 1: Maintain long-term fiscal sustainability.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $1,300
Account Number 421-4010-536.31-00
Account Name Professional Services

Amount Requested $575
Account Number 001-1600-513.31-00
Account Name Professional Services

If a P.O. Change Order is involved please complete the following:

Change Order Amount $1,875

Original Purchase Order #73903
Original P.O. Amount $37,500
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 0
Total amount in change orders to date $0

PREVIOUS ACTION:

November 28, 2018, File #18-605: Approval of a multi-year contract with Integrity Public Finance Consulting LLC for arbitrage calculation and related Budget Adjustment Forms #2019-21 and #2019-22 utilizing contingency reserves. Also request approval for the Mayor to execute said agreement.

RECOMMENDED MOTION:

Approve a change order to add $1,875 to purchase order #73903 with Integrity Public Finance Consulting LLC.

INTEGRITY | Public Finance Consulting

111 Riverside Avenue, Suite 200
Jacksonville, Florida 32202
T: 904.652.0790
F: 904.388.2986
www.integritypfc.com

November 26, 2018

Mrs. Rebecca Bowman
Director of Finance
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Mrs. Bowman:

This agreement, including Exhibits (collectively, the "Agreement"), sets forth the terms and conditions under which Integrity Public Finance Consulting LLC ("we" or "Integrity") will perform certain services described herein (the "Services") and work for the City of Cocoa, Florida ("you" or "Client") as they relate to your bonds listed on Exhibit A (the "Bonds").

I. Scope of Services – Arbitrage Rebate

Integrity will in performance of the Services prepare a computation to determine the required rebate, if any, to the United States of amounts earned in excess of what is allowed for the Bonds (the "Rebate Amount") under §148(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). The Rebate Amount is the excess of the amount earned on all nonpurpose investments purchased with gross proceeds of the Bonds over the amount that would have been earned if such investments were invested at the yield on the issue.

The scope of the Service will include preparation of a "Rebate Report" for the Bonds containing detailed schedules supporting the computation of the Rebate Amount, if any, computed in accordance with the Code and related regulations (the "Arbitrage Regulations"). Additionally, if a remittance is due, a completed Internal Revenue Service Form 8038-T and filing instructions will be provided.

The ability of Integrity to perform the Services depends on the Client timely providing, or causing to be provided timely to Integrity, all data, information and resources reasonably required by Integrity to perform the Services. All such data and information shall be true, correct and complete in all material respects and not omit any material fact necessary to make any other data or information provided to Integrity not false or misleading. The Services and any other work shall be based solely upon such data, which identifies specific amounts subject to rebate. Integrity may rely on all such data and information. Integrity will not evaluate, nor will it have any responsibility to verify independently, the accuracy or completeness thereof or the sufficiency of such data and information for the Client's purposes.

In preparing the calculations of the Rebate Amount, Integrity will review applicable accounts to determine if they hold gross proceeds of the Bonds subject to rebate. As part of this review, we will determine if certain gross proceeds qualify for exemption from the rebate requirements. Specifically, we will determine if gross proceeds qualify for any of the Spending Exceptions under the Arbitrage Regulations, and we will determine if the Debt Service Fund constitutes a "bona fide debt service fund", as such term is defined in the Arbitrage Regulations. If the Debt Service Fund fails to meet the "bona fide debt service fund" requirements, the investment of amounts in the Debt Service Fund must be included in the calculation of the Rebate Amount. This will require work outside the scope of the Services, and, as described in the Fees and Expenses section of this Agreement, an additional fee will be charged for

calculations involving Debt Service Funds that do not constitute “bona fide debt service funds”. Once the applicable funds are identified, we will review cash flows from investments which were purchased with gross proceeds of the Bonds held in the applicable accounts. As prescribed by the Arbitrage Regulations, the includable cash flows are future valued to a date selected by Client (the “Computation Date”) using the yield on the Bonds to determine the Rebate Amount. Applicable computation credits permitted by the Arbitrage Regulations are also included in the computations.

II. No Coordination with Private Activity Regulations

The purpose of our engagement and scope of Services is to determine the Rebate Amount pursuant to the Code. Sections 141-147 of the Code and related regulations set forth requirements with respect to the amount of bond proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of bond proceeds for purposes of computing the Rebate Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Bonds.

For purposes of calculating the Rebate Amount, our calculations assume that the allocations of expenditures of the Bond proceeds as provided to us by you are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of Services does not include procedures to analyze the private use limitations associated with the Bonds.

III. Fees and Expenses

Our base fees to prepare the rebate computations for the Bonds will be per Analysis Period as set forth in Exhibit A. A "Bond Year" represents a one-year period from the delivery date of the Bonds and each subsequent anniversary date of the delivery of the Bonds or shorter period if selected by the issuer. An additional amount equal to 5% of our fees will also be charged for administrative expenses. The Client’s obligation to pay Integrity’s fees and expenses is not contingent upon the results of the Services. An invoice will be issued at the time the completed Rebate Report is sent to you and is payable upon receipt.

If you request changes to the scope of the Services or if changes are required by then applicable law, regulation or professional requirements, schedule delays or other events beyond Integrity’s reasonable control, but without its fault or negligence (collectively, "Change Events"), the parties shall equitably adjust Integrity’s fees and/or timing of performance for the Services. A party shall be excused from default or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent caused by one or more Change Events.

If Integrity is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services or this Agreement, the Client shall, so long as Integrity is not a party to the proceeding in which the information is sought, reimburse Integrity for its professional time and expenses, as well as reasonable attorneys’ fees and expenses, including the allocable cost of in-house counsel, incurred in responding to such requests.

To the extent data provided by Client does not specifically identify amounts subject to rebate, or the yield on the Bonds is not computed under Section 1.148-4(b) of the Arbitrage Regulations for fixed yield issues, certain additional services (the “Additional Services”) may be required. Additional fees will be charged for such Additional Services, as described below, at a rate of $500.00 per additional service per Bond Year. Additional Services include, but are not limited to: (1) allocations required for bond proceeds invested in commingled funds, (2) calculations related to the universal cap rules, (3) transferred proceeds calculations due to refunding transactions, (4) variable rate yield computations, and (5) computations relating to qualified hedges. If gross proceeds are subject to the yield restriction requirements of the

Code and Arbitrage Regulations or computations for purposes of a delinquent IRS filing are required (so long Integrity has no fault in the delinquency), additional fees to be determined at the time of service may also apply.

Integrity relies upon data provided by the Client in the performance of its computations. Fees quoted herein for the Services or quoted for other work assume that all necessary data is well documented, organized and provided in a timely manner. If data transmission or documentation results in inefficiencies or the unanticipated or excessive use of resources, additional fees and expenses may be charged. Integrity will discuss these additional fees and expenses with the Client prior to their being billed.

IV. Term of the Agreement

This Agreement will commence on the date hereof and have a term of five years, which will be extended at each anniversary date of this Agreement for one year unless a party gives notice of an intent not to extend the term. This Agreement may be terminated by either party with 30 days written notice to the other party with or without cause. Termination shall not cancel provisions hereof relating to dispute resolution, limitation of liability, notice, indemnity or relieve a party of accrued liabilities. The Client shall pay for work-in-progress, completed Services and expenses incurred by Integrity through the effective date of any termination.

V. Indemnity

Subject to the limitations of Section 768.28, Florida Statutes, the Client shall indemnify and hold harmless Integrity and their respective assignees, subcontractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (collectively, "Indemnities"), from and against all claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate of the Client, related to or arising out of the Client's failure to provide timely, accurate and complete information and resources as necessary for Integrity to perform the Services in accordance herewith (collectively, "Claims").

Integrity shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suitor cause action, alleging that the Integrity products or services as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of Integrity are subject to the requirements that Client shall take all reasonable steps to mitigate any potential damages which may result and Client shall promptly notify Integrity of any and all such suits and causes of action.

Integrity agrees to assume liability for and indemnify, hold harmless, and defend the Client, its elected officials, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Integrity, its officers, employees, agents, and representatives. Integrity's liability hereunder shall include all attorney's fees and costs incurred by the Client in the enforcement of this indemnification provision.

VI. Limitation of Liability

To the fullest extent permitted by applicable law, the total aggregate liability of Integrity under this Agreement shall be limited to the limits of Integrity's professional liability insurance. The Client, and not

Integrity, shall be responsible for paying the correct Rebate Amount due and any penalty and/or interest imposed on the Client not resulting from a proven error, as determined by the Internal Revenue Service, by Integrity.

Integrity and Client each acknowledges and agrees that neither party will, in any event, be liable to the other, for any reason, for any consequential, incidental, indirect, special, punitive, exemplary or indirect damages, including, without limitation, loss of profits, revenue, data, use of money or business opportunities, regardless of whether notice has been given or there is an awareness that such damages have been or may be incurred.

VII. Technical Elements

In performing the Services and work, Integrity may use certain data, tools, models, methodologies, programs, applications, systems, analysis frameworks, practices, and specifications developed or used by Integrity or its licensors, or to which Integrity otherwise has rights, including enhancements and improvements developed in the course of performing the Services and work (collectively, "Technical Elements"). The Client shall have no rights in or to the Technical Elements, except with respect to Technical Elements owned by Integrity solely to the extent necessary for the Client to use the Rebate Reports as permitted by this Agreement. Integrity retains all right to use its knowledge, experience and know-how, including the Technical Elements, in providing services to other clients.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it.

VIII. Insurance

Without limiting any of the other obligations or liabilities of Integrity, Integrity shall, at its sole expense, procure, maintain and keep in force adequate amounts and types of insurance conforming to the minimum requirements set forth below. The insurance shall become effective prior to the commencement of work by Integrity and shall be maintained in force until final completion. Except for professional liability insurance, the Certificate of Insurance must be made to the Client and should reference the operation and name the Client as an additional insured. Prior to non-renewal, cancellation, or material change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Client. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the Client may carry. The insurance carriers shall have a minimum of A+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. The amounts and types of insurance shall conform to the following minimum requirements:

A. Worker's Compensation. Shall cover Integrity and subcontractors to the fullest extent of the minimum coverage amounts required by law.
B. Commercial General Liability. Minimum limit of $1 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.
C. Commercial Automobile Liability. Minimum limit of $1 Million, covering any auto including owned, non-owned, hired or leased. In the event Integrity owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Integrity to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

D. Professional Liability. Proof of professional liability insurance shall be provided to the Client for the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

Integrity expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Integrity shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Client or its officers, employees, agents and instrumentalities as herein provided.

VIII. Confidential Information

Except as otherwise provided in this Agreement, without the prior written consent of the other party, neither party shall disclose Confidential Information (as defined below) of the other received in connection with the performance of the Services, except where required by law. The recipient shall use the same degree of care that it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. Neither party shall have any obligation under this section with respect to any information that (1) is, at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the recipient in violation of this Agreement, (2) is subsequently learned from a third party that, to the knowledge of the recipient, is not under an obligation of confidentiality to the disclosing party, (3) was known to the recipient at the time of disclosure, as can be demonstrated by contemporaneous written evidence, (4) is generated independently by the recipient without reference to the Confidential Information of the disclosing party, as can be demonstrated by contemporaneous written evidence, or (5) is disclosed pursuant to applicable law, regulation, subpoena, other legal process or professional requirements or in connection with the enforcement of the recipient's rights under this Agreement.

For purposes of this section, Confidential Information shall mean a "trade secret" as defined in Section 812.081, Florida Statutes, and as provided for in Sections 815.04(3) and 815.045, Florida Statutes.

Information relating to the arbitrage rebate calculations we provide to you, including communications between us and material we create in the course of providing that advice, may be privileged and protected from disclosure to the Internal Revenue Service. Should the Internal Revenue Service seek disclosure from us of written or oral communications relating to such advice, we will notify you.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it. The Rebate Report and other documents delivered by us to you are for your sole use and may not be relied upon by any other person.

Notwithstanding anything contained herein to the contrary, Integrity may transmit information to the Client or its representatives by e-mail, over the Internet. Until the Client specifically instructs Integrity in writing not to transmit information in such manner, any breach of confidentiality that occurs thereby shall not be deemed a breach of Integrity's obligations under this section.

IX. Municipal Advisory Services Not Performed

Under this Agreement Integrity is not acting as a municipal advisor nor does it owe a fiduciary duty to Client pursuant to Section 15B of the Securities Exchange Act of 1934, as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Under no circumstances will Client request Integrity to provide, and Integrity will not in fact provide or be required to provide, any municipal advisory services pursuant to this Agreement. During the term of the Agreement, Client will cooperate with Integrity to ensure that the Agreement and the services to be provided by Integrity hereunder, are

interpreted by the parties, and if necessary amended, in a manner intended to ensure that Client is not asking Integrity to provide, and Integrity is not in fact providing or required to provide, any municipal advisory services.

X. Additional Matters

The Client represents and warrants to Integrity that its governing body has authorized the Client to enter into, be bound by and perform this Agreement, and the person signing this Agreement for it is expressly authorized to execute it on behalf of, and to bind, the Client.

This Agreement shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions. Prior to commencing litigation of a dispute, claim or controversy arising out of, relating to or in connection with the Services, work or this Agreement, a party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the CPR Institute for Dispute Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties. All communications related thereto shall be treated as a settlement discussion and shall therefore be confidential. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

Integrity will provide the Services and other work to the Client as an independent contractor. Nothing contained in this Agreement shall create an employment or principal-agent relationship or joint venture between Integrity and the Client. Neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Integrity is a wholly-owned subsidiary of Bryant Miller Olive P.A., a law firm with its principal office located in Tallahassee, Florida. Notwithstanding the foregoing, Integrity is not engaged in the practice of law and therefore does not provide legal services, advice and representation. The Services and work performed by Integrity do not constitute nor shall be deemed to be the practice of law. The existence of this Agreement does not prevent Client from retaining Bryant Miller Olive P.A. to provide legal services in connection with the Bonds. Moreover, this Agreement does not prevent Bryant Miller Olive P.A. from representing third parties involved in the Bond issue as, including but not limited to, third parties acting as underwriter, trustee, insurer, paying agent, swap counterparty, letter of credit issuers, remarketing agent, or in any other capacity.

None of a party's rights, obligations or claims under or with respect to this Agreement or the Services may be assigned, in whole or in part, by such party without the prior written consent of the other party. The provisions of this Agreement shall operate for the benefit of the parties hereto and not third party, provided that this Agreement may be enforced by, any assignee or subcontractor that is providing any of the Services as permitted hereby.

Notices required or permitted under this Agreement shall be in writing. Notices to the Client shall be sent to the address above and notices to Integrity shall be sent to our office address. Notices will be effective upon delivery in person, by registered mail or recognized overnight courier.

This Agreement constitutes the entire agreement between the Client and Integrity, and supersedes all prior and contemporaneous communications, with respect to the Services and the other matters contemplated by this Agreement. This Agreement may not be modified except in a writing signed by both parties. If any provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the other provisions shall remain in full force and effect.

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Integrity 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 Integrity related, directly or indirectly, to the services provided to the Client under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Client, may be deemed to be a public record, whether in the possession or control of the Client or the Integrity. 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 Integrity are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Client's designated custodian of public records.

IF THE INTEGRITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTEGRITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8383, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Integrity is required to and agrees to comply with public records laws. Integrity shall keep and maintain all public records required by the Client to perform the services as agreed to herein. Integrity shall provide the Client, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Integrity 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, Integrity shall transfer to the Client, at no cost, all public records in possession of the Integrity, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Integrity 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 Integrity 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 Client, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Client. Should the Client not possess public records relating to this Agreement which are requested to be inspected or copied by the Client or any other person, the Client shall immediately notify Integrity of the request and the Integrity shall then provide such records to the Client or allow the records to be inspected or copied within a reasonable time. If Integrity does not comply with a public records request, the Client may enforce this Section to the extent permitted by law. Integrity acknowledges that if the Integrity does not provide the public records to the Client within a reasonable time, the Integrity may be subject to penalties under Section 119.10, Florida Statutes. Integrity acknowledges that if a civil action is filed against Integrity to compel production of public records relating to this Agreement, the court may assess and award against Integrity 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 Integrity, be open and freely exhibited to the Client for the purpose of examination, audit, or otherwise. Failure by Integrity to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Client upon delivery of a written notice of cancellation. If Integrity fails to comply with this Section, and the Client must enforce this Section, or the Client suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Integrity's failure to comply with this Section, the Client shall collect from Integrity prevailing party attorney's fees and costs, and any damages incurred by the Client, for enforcing this

Section against Integrity. And, if applicable, the Client shall also be entitled to reimbursement of all attorneys' fees and damages which the Client had to pay a third party because of the Integrity's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

If the terms of this letter are satisfactory, please sign one copy of this Agreement acknowledging our agreement and return it in the enclosed envelope. We very much appreciate the opportunity to serve you. If you have any questions, please contact Laurie Scott at (904) 652-0790.

Very truly yours,

Integrity Public Finance Consulting

Acknowledged:

City of Cocoa

_____

Signature Date

_____

Printed Name

_____

Title

Exhibit A
Bonds and Fees

REF	Issue Date	Par	Issue Name	Expected 1st Computation Period	Setup Fee 2019	2019	2020	2021	2022	2023
1	2/1/1999	24,430,000	Water and Sewer System Refunding Revenue Bonds, Series 1999	2/1/99-10/1/18	250	6,500				
2	3/19/2003	23,985,000	Water and Sewer System Refunding Revenue Bonds, Series 2003	3/19/03-3/19/18	250	6,500	1,475	1,475	1,475	1,475
3	7/19/2007	11,675,000	Capital Improvement Revenue Bonds, Series 2007	9/30/13-10/1/17	250	500				
4	8/11/2009	22,615,000	Water and Sewer System Refunding Revenue Bonds, Series 2009A&B	8/11/09-8/11/18	250	5,500	1,475			
5	12/7/2010	3,200,000	Capital Improvement and Refunding Revenue Bond, Series 2010	12/7/10-10/7/18	250	3,500	450	450	450	450
6	12/23/2010	24,770,000	Water and Sewer System Revenue Bonds, Series 2010 (BAB) Bonds	12/23/10-10/3/18	250	6,500				
7	11/14/2012	1,250,000	Transportation Improvement Revenue Note, Series 2012	11/14/12-11/14/18	250	500				
8	11/26/2014	2,010,000	Capital Improvement Revenue Note, Series 2014	11/26/14-11/26/18	250	500				
9	11/1/2016	8,865,000	Capital Improvement Refunding Revenue Bonds, Series 2016	11/1/16-11/1/18	250	2,250	450	450	450	450
10	12/20/2016	8,000,000	Fire Protection Assessment Revenue Bonds, Series 2016	12/20/16-12/20/18	250	2,750	1,475	1,475	1,475	1,475
11	2018A-1	21,805,000	Water & Sewer System Taxable Refunding Revenue Bonds, Series 2018A-1	n/a						
12	2018A-2	21,805,000	Water & Sewer System Tax-exempt Refunding Revenue Bonds, Series 2018A-2	7/15/19-7/15/20			1,750	1,475	1,475	1,475
13	2018B	37,540,000	Water & Sewer System Revenue Bonds, Series 2018B	10/3/18-10/3/19			1,750	1,475	1,475	450
14	2018C	20,835,000	Water & Sewer System Refunding Revenue Bonds, Series 2018C	10/3/18-10/3/19			1,750	1,475	1,475	450
15	Future		As requested, per additional bond issue delivered during contract period	TBD	See footnote 15					

Footnotes:

1	Single calculation covers 20 year period. No additional calculations required.
2	Initial calculation covers 15 year period. Recommend annual calculations thereafter. Reserve Fund proceeds expected to be outstanding.
3	Single calculation for the period from the end date of the Prior Vendor Report through 10/1/17 Final Maturity. No additional calculations required. Fee assumes IPFC will rely upon Prior Vendor Report for the period 7/19/07 - 9/30/13. If report may not be relied upon, gross proceeds are confirmed to exist, or analysis is required for the period 7/19/07 - 9/30/13, alternate fees will be quoted and approved prior to execution of engagement.
4	Initial calculation is for 9 year period beginning on closing date. Recommend provision of report covering the life of the issue.
5	Initial calculation covers 8 year period. Fees thereafter assume no proceeds subject to rebate/yield restriction.
6	Single calculation for the 8 year life of the bond issue. No additional calculations required.
7	Fee assumes issue qualifies for exemptions from Rebate and Yield Restriction. Alternate fees commensurate with fees for like issues will be assessed if exemption does not apply.
8	Fee assumes issue qualifies for exemptions from Rebate and Yield Restriction. Alternate fees commensurate with fees for like issues will be assessed if exemption does not apply.
9	Fees assume no gross proceeds after initial computation 11/1/18. Compliance Report provided thereafter.
10	Fees assume Reserve remains outstanding for life of the issue.
11	Assumes bonds are taxable issue with no arbitrage restrictions.
12	FY2020 fee includes $250 setup. Fees thereafter assume Reserve outstanding for the life of the issue. This information is unknown. If there is no Reserve, fees would decrease substantially.
13	FY2020 fee includes $250 setup. Fees thereafter assume no proceeds outstanding after FY2022. Compliance Report provided thereafter.
14	FY2020 fee includes $250 setup. Fees thereafter assume no proceeds outstanding after FY2022. Compliance Report provided thereafter.
15	$250 setup fee initial calculation; annual calculation fee $1,475 - $1,525 (proceeds outstanding) or $450 - $475 (compliance analysis).

Note: Any assumptions which are not a reflection of actual facts may result in fee revisions. Revised fees will be quoted and approved prior to execution of engagement.

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 73903

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10443
VENDOR FAX NO.:
VENDOR PH NO.: 904-652-0791

DATE 12/04/2018
DATE REQUIRED 9/30/2019

INTEGRITY PUBLIC FINANCE CONSU
111 RIVERSIDE AVE STE 200
JACKSONVILLE FL 32202

DELIVER TO:

City of Cocoa
FINANCE DEPARTMENT
65 STONE STREET
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	250.00	SUM	ARBITRAGE REBATE CALC 1999 WS REF REV BD SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	250.00
2	6500.00	SUM	ARBITRAGE REBATE CALCULATION 1999 WS REF REV BD REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	6500.00
3	250.00	SUM	ARBITRAGE REBATE CALC 2003 WS REF REV BD SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27,	1.0000	250.00

*** CONTINUED ***

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2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

SEE TABLE

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

CITY OF COCOA

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 73903

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DATE 12/04/2018
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INTEGRITY PUBLIC FINANCE CONSU

DELIVER TO:
City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
3			ARBITRAGE REBATE CALC 2003 WS REF REV BD SETUP 2023.		
4	6500.00	SUM	ARBITRAGE REBATE CALCULATION 2003 WS REF REV BD REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	6500.00
5	250.00	SUM	ARBITRAGE REBATE CALC 2007 CAP IMPRV REVBD SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	250.00
6	500.00	SUM	ARBITRAGE REBATE CALCULATION 2007 CAP IMP BD REQ # 0000037591	1.0000	500.00

*** CONTINUED ***

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F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
6			ARBITRAGE REBATE CALCULATION 2007 CAP IMP BD MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.		
7	250.00	SUM	ARBITRAGE REBATE CALC 2009 A&B WS REF REV DB SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	250.00
8	5500.00	SUM	ARBITRAGE REBATE CALCULATION 2009A&B WS REF REVBD REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	5500.00

*** CONTINUED ***

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CITY OF COCOA

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City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

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Line#	Quantity	UM	Description	Unit Cost	Ext Cost
9	250.00	SUM	ARBITRAGE REBATE CALC 2010 CAPIMP REF REV BD SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	250.00
10	3500.00	SUM	ARBITRAGE REBATE CALC 2010 CAPIMP REF REV BD REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	3500.00
11	250.00	SUM	ARBITRAGE REBATE CALC 2010BA WS REF REV BD SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27,	1.0000	250.00

*** CONTINUED ***

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Line#	Quantity	UM	Description	Unit Cost	Ext Cost
11			ARBITRAGE REBATE CALC 2010BA WS REF REV BD SETUP 2023.		
12	6500.00	SUM	ARBITRAGE REBATE CALC 2010BA WS REF REV BD REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	6500.00
13	250.00	SUM	ARBITRAGE REBATE CALC 2012 TRS IMP REV NOTE SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	250.00
14	500.00	SUM	ARBITRAGE REBATE CALC 2012 TRS IMP REV NOTE REQ # 0000037591	1.0000	500.00

*** CONTINUED ***

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Line#	Quantity	UM	Description	Unit Cost	Ext Cost
14			ARBITRAGE REBATE CALC 2012 TRS IMP REV NOTE MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.		
15	250.00	SUM	ARBITRAGE REBATE CALC 2014 CAP IMP REV NOTE SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	250.00
16	500.00	SUM	ARBITRAGE REBATE CALC 2014 CAP IMP REV NOTE REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	500.00
				*** CONTINUED ***	

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Line#	Quantity	UM	Description	Unit Cost	Ext Cost
17	250.00	SUM	ARBITRAGE REBATE CALC 2016CAPIMP REF REV BD SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	250.00
18	2250.00	SUM	ARBITRAGE REBATE CALC 2016 CAP IMP REF REV BD REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	2250.00
19	250.00	SUM	ARBITRAGE REBATE CALC 2016FIRE PROT ASSESS SETUP REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605	1.0000	250.00

*** CONTINUED ***

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City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
19			ARBITRAGE REBATE CALC 2016FIRE PROT ASSESS SETUP CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.		
20	2750.00	SUM	ARBITRAGE REBATE CALC 2016FIRE PROT ASSESS BD REQ # 0000037591 MULTI YEAR AGREEMENT, APPROVED BY COUNCIL ON NOVEMBER 28,2018 FILE #18-605 CONTRACT DATES: NOVEMBER 28,2018 TO NOVEMBER 27, 2023.	1.0000	2750.00
				TOTAL	37500.00

*** CONTINUED ***

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VENDOR NO.: 10443
VENDOR FAX NO.:
VENDOR PH NO.: 904-652-0791

DATE 12/04/2018
DATE REQUIRED 9/30/2019

INTEGRITY PUBLIC FINANCE CONSU

DELIVER TO:
City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REQ. NBR DATE ACCOUNT NUMBER PROJECT	AMOUNT	
			0000037591 11/28/2018 42140105363100 PPATES	26000.00	
			0000037591 11/28/2018 00116005133100 PPATES	11500.00	

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

SEE TABLE

CITY OF COCOA

MAIL INVOICES TO: or E-MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order 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. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

Legislation Details (With Text)

File #:	19-307	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	6/21/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approve the second and final reading of Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance. (Finance Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	__-2019-Stormwater Protection.pdf Notice of Public Hearing Ordinance No. 10-2019_2nd reading.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 21, 2019
Agenda Date: July 10, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MDA, CGFO, CGFM
Requested Action:
Approve the second and final reading of Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance.

BACKGROUND:

Municipalities have the Home Rule authority to adopt home rule special assessment procedures which can be utilized in lieu of special assessment procedures expressly provided by Florida Statutes. In 2006, the City previously adopted a home rule special assessment ordinance for purposes of imposing a special assessment for fire protection services. Similarly, Ordinance No. 10-2019 proposes to adopt a home rule special assessment procedure for stormwater services related to the City's Stormwater Drainage Utility. Following the adoption of Ordinance No. 10-2019, the City Attorney, Staff and stormwater assessment consultant will proceed with drafting the stormwater assessment resolutions required by Ordinance No. 10-2019. These resolutions will be presented to the City Council at future public hearings. The resolutions will be the legal instrument that adopts the specific home rule assessment methodology and rates for stormwater services. The home rule assessment for stormwater services will replace the existing stormwater *user fee* which is currently set forth in the City Code and funds the management, operation and construction of the City's Stormwater Drainage Utility.

The City of Cocoa established a Stormwater Utility in 1992 to provide a dedicated funding source for Stormwater system construction projects and routine maintenance. Since then, many environmental

regulatory changes have taken place, including mandates to improve water quality. This fiscal year, city staff began working with consultants Mead and Hunt, to identify essential Stormwater projects and to develop a 10-year working plan. Additionally, city staff also began working and developing a rate analysis and structure with Stantec Consulting Services to support the ongoing maintenance and identified capital projects, through an evaluation of impervious square footage on parcels within the city limits.

At the May 14, 2019 Stormwater Workshop, both plans were presented to City Council, along with a breakdown of the challenges the City faces billing Stormwater Fees on utility bills, such as an outdated rate methodology and intermittent vacancies, which create a loss in annual revenue/collections and equity amongst the property owners. Additionally, at this workshop, City Council directed staff to work with the consultants and come up with a tiered rate structure that more equitably distributes the cost in funding Stormwater projects and to move to an assessment method of collection, versus the utility fee method, to ensure future funding of mandated as well as essential Stormwater projects.

Staff recommends the approval of the second reading of Ordinance No. 10-2019, Home Rule Stormwater Special Assessment at this Public Hearing. Before the Initial Assessment Resolution comes before City Council, there will be further discussion on the tiered rates structure developed by the City's consultant.

STRATEGIC PLAN CONNECTION:

Successfully improve the City's physical image, as well as make environmental advancements, with the future of the Stormwater program.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

June 26, 2019, approval of the first reading of Ordinance 10-2019.

RECOMMENDED MOTION:

Approve the second and final reading of Ordinance No. 10-2019: Home Rule Stormwater Special Assessment Ordinance.

ORDINANCE NO. ____-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF COCOA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF STORMWATER ASSESSMENTS AGAINST PROPERTY; PROVIDING CERTAIN DEFINITIONS INCLUDING A DEFINITION FOR THE TERM "STORMWATER ASSESSMENT"; ESTABLISHING A PROCEDURE FOR IMPOSING STORMWATER ASSESSMENTS; PROVIDING THAT STORMWATER ASSESSMENT CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A STORMWATER ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING FOR HARDSHIP ASSISTANCE; PROVIDING A PROCEDURE FOR THE COLLECTION OF STORMWATER ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Section 2.08 hereof, establishing the rate at which a Stormwater Assessment for a specific Fiscal Year will be computed. The Final Assessment Resolution shall constitute the Annual

Rate Resolution for the initial Fiscal Year in which a Stormwater Assessment is imposed or reimposed.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of stormwater management services, programs or facilities identified in the lnitial Assessment Resolution or a subsequent Preliminary Rate Resolution.

"Assessment Roll" means the special assessment roll relating a stormwater Assessment approved by a Final Assessment Resolution pursuant to Section 2.06 hereof or an Annual Rate Resolution pursuant to Section 2.08 hereof.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes. This term shall include the use of land in which lot or spaces are offered for use, rent or lease for the placement of mobile homes, travel trailers, or the like for residential purposes.

"Certificate of Occupancy" means the written certification issued by the City that a Building is ready for occupancy for its intended use. For the purposes of this Ordinance, a set up or tie down permit or its equivalent issued for a mobile home shall be considered a Certificate of Occupancy.

"City" means the City of Cocoa, Florida.

"City Clerk" means the Clerk of the City Council.

“City Code” shall mean the city code of the City, as may be amended from time to time.

"City Council" means the City Council of the City of Cocoa, Florida.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"County" means Brevard County, Florida.

"Final Assessment Resolution" means the resolution described in Section 2.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of Stormwater Assessments.

"Stormwater Assessment" means a special assessment lawfully imposed by the City Council against Assessed Property to fund all or any portion of the cost of the provision of stormwater management services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Stormwater Assessed Cost" means the amount determined by the City Council to be assessed in any Fiscal Year to fund all or any portion of the cost of the provision of stormwater management services, facilities, or programs of the Stormwater Drainage Utility which provide a special benefit to Assessed Property, and shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data

processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City to provide stormwater management services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Stormwater Assessments, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of Stormwater Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Stormwater Assessments collected pursuant to Section 3.02 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of stormwater management services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the City Council by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible Stormwater Assessments; (P) all costs, fees and expenses incurred in connection with the issuance and sale of any series of obligations including, but not limited to, rating agency and other financing fees, fees and disbursement of the City's bond counsel, underwriter's discount, fees and disbursement of the City's financial advisor and

legal counsel, costs of printing the obligations and the documentation supporting issuance of the obligations, fees payable in respect of any municipal bond insurance policy, administrative, development, credit review or other fee associated with any pooled commercial paper or similar interim financing program and any costs of a similar nature incurred in connection with issuance of such obligations; and (Q) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing components of Stormwater Assessed Cost. In the event the City also imposes an impact fee upon new growth or development for stormwater related capital improvements, the Stormwater Assessed Cost shall not include costs attributable to capital improvements necessitated by new growth or development that will be paid by such impact fees.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Section 2.02 hereof which shall be the initial proceeding for the identification of the Stormwater Assessed Cost for which an assessment is to be made and for the imposition of a Stormwater Assessment.

"Maximum Assessment Rate" means the highest rate of a Stormwater

Assessment established by the City Council in an Initial Assessment Resolution or Preliminary Rate Resolution and confirmed by the City Council in the Final Assessment Resolution or Annual Rate Resolution.

"Ordinance" means this Stormwater Assessment Ordinance.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Preliminary Rate Resolution" means the resolution described in Section 2.08 hereof initiating the annual process for updating the Assessment Roll and directing the reimposition of Stormwater Assessments pursuant to an Annual Rate Resolution.

"Property Appraiser" means the Brevard County Property Appraiser.

"Stormwater Drainage Utility" means the stormwater drainage utility established and operated by the City pursuant to Chapter 22, Division 2. – Stormwater Utility System of the City Code. Such Utility includes the City operating and maintaining a system of storm and surface water management facilities including, but not limited to, conduits, pipes, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, natural waterways and bodies, and other infrastructure and components.

"Tax Collector" means the Brevard County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. GENERAL FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self government to perform municipal functions and to render municipal services in a manner not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to

stormwater management services, facilities or programs of the City.

(C) The Stormwater Assessments authorized by this Ordinance are consistent with the authority granted in Section 403.0893, Florida Statutes, which is additional authority and supplements the constitutional and statutory power of local government granted to a municipality.

(D) The purpose of this Ordinance is to (1) provide procedures and standards for the imposition of citywide Stormwater Assessments under the general home rule powers of a municipality to impose special assessments; (2) authorize a procedure for the funding of stormwater management services, facilities, or programs providing special benefits to property within the City; and (3) legislatively determine the special benefit provided to Assessed Property from the provision of the City's stormwater management services.

(E) The City has previously established a Stormwater Drainage Utility which has been and continues to be responsible for the operation, construction, maintenance and repair of stormwater facilities; for stormwater system planning; and for lake and river water quality management.

(F) All real property located within the City either uses or benefits from the operation, construction, maintenance and repair of the City's stormwater system by the Stormwater Drainage Utility and such benefits include, by way of example and not limitation, (1) the provision of stormwater management services and the availability and use of facilities or improvements by owners and occupants of such property to properly and safely detain, retain, convey or treat stormwater discharge from such property and reduce flooding and soil erosion, (2) stabilization of or the increase or property values,

(3) increased safety and better access to property, (4) improved appearance, (5) rendering property more adaptable to a current or reasonably foreseeable new or higher use, (6) alleviation of the burdens caused by stormwater runoff and accumulation attendant with the present or projected use of property, (7) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the City, (8) reducing stormwater runoff capable of carrying pollutants into receiving water bodies (e.g., Indian River Lagoon), thereby degrading water quality and adversely affecting flora and fauna and wildlife, and (9) implementation of the City's City Code and Comprehensive Plan.

(G) The annual Stormwater Assessments, to be imposed using the procedures provided in this Ordinance, shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(H) The Stormwater Assessments to be imposed using the procedures provided in this Ordinance are imposed by the City Council, not the Brevard County Board of County Commissioners, Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the provisions of this Ordinance and the Uniform Assessment Collection Act are ministerial.

SECTION 1.04. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT. It is hereby ascertained and declared that the stormwater management services, facilities, and programs provide a special benefit to property because stormwater services bear a logical relationship to the value, use and characteristics of the property located within the City. The Stormwater Assessments authorized by this Ordinance provide an equitable method of funding the Stormwater Assessed Costs, by fairly and reasonably allocating

such costs to specially benefitted property classified on the basis of the stormwater burden expected to be generated by the physical characteristics and use of such property.

ARTICLE II

ANNUAL STORMWATER ASSESSMENTS

SECTION 2.01. GENERAL AUTHORITY.

(A) The City Council is hereby authorized to impose an annual Stormwater Assessment to fund all or any portion of the Stormwater Assessed Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of stormwater management services, facilities, or programs. All Stormwater Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the Stormwater Assessment imposed in a Fiscal Year against a parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Stormwater Assessed Cost among properties on a basis reasonably related to the special benefit provided by stormwater management services, facilities, or programs funded with assessment proceeds. Notwithstanding the foregoing, if it is specifically determined by the City Council that any area or property within the City receives a distinct special benefit that is different in kind or degree from the special benefit received by other areas or property of the City, the Special Assessment Costs related to such component shall be assigned against the portion of

the area or property receiving the distinct benefit. Further, if any area or property within the City receives a higher level of maintenance service, the incremental maintenance cost associated with the higher level of service shall be assessed only against that portion of area or property that received the higher level of service.

(C) Stormwater Assessments shall be payable annually and shall be computed as the parcel's share of the Special Assessment Costs, less the amount equal to the maximum discount allowed for early payment thereof under the Uniform Assessment Collection Act. Nothing contained in this Ordinance shall be construed to require the imposition of Stormwater Assessments against Government Property.

SECTION 2.02. INITIAL PROCEEDINGS. The initial proceeding for the imposition of a Stormwater Assessment shall be the adoption of an Initial Assessment Resolution by the City Council, (1) identifying the area within the City to be assessed, and if applicable, that portion of the City or property receiving a distinct special benefit or a higher level of service (2) containing a brief and general description of the stormwater management services, facilities, or programs to be provided, (3) determining the Stormwater Assessed Cost to be assessed, and if applicable, such portion of related costs of providing a distinct special benefit and higher level of service, (4) describing the method of apportioning the Stormwater Assessed Cost and the computation of the Stormwater Assessment for specific properties, and describing the procedure for adjusting the apportionment attributable to a parcel of property (including any mitigation credit factors), (5) establishing an estimated assessment rate for the applicable Fiscal Year, (6) establishing a Maximum Assessment Rate, if desired by the City Council, and (7) directing the City Manager to (a) prepare the initial Assessment Roll, as required by Section 2.03 hereof, (b) publish the

notice required by Section 2.04 hereof, and (c) mail the notice required by Section 2.05 hereof using information then available from the Tax Roll.

SECTION 2.03. INITIAL ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Stormwater Assessment to be imposed against each such parcel of Assessed Property including the unit of apportionment attributable to such parcel.

(4) The maximum annual Stormwater Assessment to become due in any Fiscal Year.

(B) The initial Assessment Roll shall be retained by the City Manager and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 2.04. NOTICE BY PUBLICATION.

(A) Upon completion of the Initial Assessment Roll, the City Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the City Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular,

adjourned, or special meeting, the City Council will receive written comment and hear testimony and objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Stormwater Assessment; (2) a brief and general description of the stormwater management services, facilities, or programs to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted; (4) the procedure for objecting provided in Section 2.06 hereof; (5) the method by which the Stormwater Assessment will be collected; and (6) a statement that the Initial Assessment Roll is available for inspection at the office of the City Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Manager.

SECTION 2.05. NOTICE BY MAIL.

(A) In addition to the published notice required by Section 2.04, the City Manager shall provide notice, or direct the provision of notice, of the proposed Stormwater Assessment by first class mail to the Owner of each parcel of property subject to the Stormwater Assessment.

(B) Such notice shall include (1) the purpose of the Stormwater Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted; (3) the unit of measurement applied to determine the Stormwater Assessment; (4) the number of

such units contained in each parcel of property; (5) the total revenue to be collected by the City from the Stormwater Assessment; (6) a statement that failure to pay the Stormwater Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of the notice; and (8) the date, time, and place of the hearing. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Stormwater Assessment imposed by the City Council pursuant to this Ordinance.

SECTION 2.06. ADOPTION OF FINAL ASSESSMENT RESOLUTION.

(A) At the public hearing as noticed pursuant to Sections 2.04 and 2.05 hereof, or to which an adjournment or continuance may be taken by the City Council, the City Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the City Council adopt the Final Assessment Resolution which shall (1) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Council; (2) establish the rate of assessment to be imposed in the upcoming Fiscal Year; (3) establish a Maximum

Assessment Rate that may be imposed in the event such rate was adopted; (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and (5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the City Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the stormwater management services, facilities, or programs to be provided or constructed and a legislative determination that the Stormwater Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All written objections to the Final Assessment Resolution shall be filed with the City Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the Initial Fiscal Year in which Stormwater Assessments are imposed or reimposed hereunder.

SECTION 2.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Stormwater Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the initial rate of assessment; the Maximum Assessment Rate, if any; the initial Assessment Roll; and the levy and lien of the Stormwater Assessments), unless proper step shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, as required by the Uniform

Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Stormwater Assessments, such other official as the City Council by resolution shall designate.

SECTION 2.08. ADOPTION OF ANNUAL RATE RESOLUTION.

(A) The City Council shall adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which a Stormwater Assessment is imposed hereunder.

(B) The proceedings for the adoption of an Annual Rate Resolution shall begin with the adoption of a Preliminary Rate Resolution by the City Council (1) containing a brief and general description of the stormwater management services, facilities, or programs to be provided; (2) determining the Stormwater Assessed Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the City Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for

the upcoming Fiscal Year with such adjustments as the City Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the City Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 2.04 and 2.05 hereof or any other method as provided by law.

(E) The City Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 2.04 and 2.05 hereof.

(F) In the event (1) the proposed Stormwater Assessment for any Fiscal Year exceeds the rates of assessment adopted by the City Council including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (2) the purpose for which the Stormwater Assessment is imposed or the use of the revenue from the Stormwater Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and 2.05 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Stormwater Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 2.04 and

2.05 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 2.04 and 2.05 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Stormwater Assessment imposed by the City Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Stormwater Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Stormwater Assessment not challenged within the required 20-day period for those Stormwater Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate

Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 3.02 hereof is used to collect the Stormwater Assessments, such other official as the City Council by resolution shall designate. If the Stormwater Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

SECTION 2.09. LIEN OF STORMWATER ASSESSMENTS. Upon the adoption of the Assessment Roll and the Final Assessment Resolution or Annual Rate Resolution, whichever is applicable, all Stormwater Assessments shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a Stormwater Assessment shall be deemed perfected upon the City Council's adoption of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for a Stormwater Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for a Stormwater Assessment collected under the alternative method of collection provided in Section 3.02 shall be deemed perfected upon the City Council's adoption of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.10. REVISIONS TO STORMWATER ASSESSMENTS. If any

Stormwater Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the City Council is satisfied that any such Stormwater Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has failed to include or omitted any property on the Assessment Roll, which property should have been so included, the City Council may take all necessary steps to impose a new Stormwater Assessment against any property benefited by Stormwater Assessed Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Stormwater Assessment is annulled, vacated, or set aside, the City Council may obtain and impose other Stormwater Assessments until a valid Stormwater Assessment is imposed.

SECTION 2.11. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Stormwater Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Stormwater Assessment as finally approved shall be competent and sufficient evidence that such Stormwater Assessment was duly levied, that the Stormwater Assessment was duly made and adopted, and that all other proceedings adequate to such Stormwater Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax

Collector, City Manager, City Council, or their deputies or employees, shall operate to release or discharge any obligation for payment of a Stormwater Assessment imposed by the City Council under the provision of this Ordinance.

(B) When it shall appear that any Stormwater Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of stormwater management services, facilities, or programs, but that such property was omitted from the Assessment Roll; or such property was erroneously assessed; or was not listed on the Tax Roll as an individual parcel of property as of the effective date of the Assessment Roll approved by the Final Assessment Resolution or any subsequent Annual Rate Resolution for any upcoming Fiscal Year, the City Council may, upon provision of a notice by mail provided to the Owner of the omitted or erroneously assessed parcel in the manner and form provided in Section 2.05, impose the applicable Stormwater Assessment for the Fiscal Year in which such error or omission is discovered, in addition to the applicable Stormwater Assessment due for the prior two Fiscal Years. Such Stormwater Assessment shall constitute a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) Prior to the delivery of the Assessment Roll to the Tax Collector in accordance with the Uniform Assessment Collection Act, the City Manager shall have

the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any property subject to a Stormwater Assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the Stormwater Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Stormwater Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the City Manager and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

SECTION 2.13. INTERIM ASSESSMENTS.

(A) An interim Stormwater Assessment may be imposed against all property for which a Certificate of Occupancy is issued after the adoption of the Final Rate Resolution or any subsequent Annual Rate Resolution. The amount of the interim Stormwater Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Final Rate Resolution or any subsequent Annual Rate Resolution for the Fiscal Year for

which the interim Stormwater Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Stormwater Assessment may also include an estimate of the subsequent Fiscal Year's Stormwater Assessment.

(B) Issuance of the Certificate of Occupancy without the payment in full of the interim Stormwater Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Stormwater Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 3.01 of this Ordinance, under the alternative collection method provided in Section 3.02 or by any other method authorized bylaw.

(C) Any interim Stormwater Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

ARTICLE III

COLLECTION AND USE OF STORMWATER ASSESSMENTS

SECTION 3.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the City Council, the Stormwater

Assessments shall be collected pursuant to the uniform method provided in the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act or other provision of law.

(B) The amount of a Stormwater Assessment to be collected using the uniform method pursuant to the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the Owner as required under the Uniform Assessment Collection Act, and(3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Stormwater Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

SECTION 3.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of using the Uniform Assessment Collection Act, the City Council may elect to collect the Stormwater Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The City Council shall provide Stormwater Assessment bills by first class mail to the Owner of each affected parcel of property that is subject to the Stormwater Assessment. The bill or accompanying explanatory material shall include (1) a brief explanation of the Stormwater Assessment, (2) a description of the unit of measurement

used to determine the amount of the Stormwater Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Stormwater Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Stormwater Assessment is due, and (7) a statement that the Stormwater Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Stormwater Assessments shall be recorded in the Official Records of the City. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The City Council shall have the right to foreclose and collect all delinquent Stormwater Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A Stormwater Assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in accordance with paragraph (A)(6) of this Section. The City Council or its agent shall notify any property owner who is delinquent in payment of his or her Stormwater Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the City Council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Stormwater Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Stormwater Assessment, not previously subject to collection using the uniform method under the Uniform

Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as any Person. The City Council or its agent may join in one foreclosure action the collection of Stormwater Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City Council and its agents, including reasonable attorney fees, in collection of such delinquent Stormwater Assessments and any other costs incurred by the City Council as a result of such delinquent Stormwater Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Stormwater Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Stormwater Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(F) Notwithstanding the City Council's use of an alternative method of collection, the City Manager shall have the same power and authority to correct errors and omissions as provided to him or other City officials in Section 2.12 hereof.

(G) Any City Council action required in the collection of Stormwater Assessments may be by resolution.

SECTION 3.03. GOVERNMENT PROPERTY.

(A) In the event Stormwater Assessments are imposed against Government Property, the City Council shall provide Stormwater Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Stormwater Assessment, (2) a description of the unit of measurement used to determine the amount of the Stormwater Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Stormwater Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Stormwater Assessment is due.

(B) Stormwater Assessments imposed against Government Property shall be due on the same date as all other Stormwater Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) A Stormwater Assessment shall become delinquent if it is not paid within 30 days from the date payment was due, as identified in paragraph (A)(6) of this Section. The City Council shall notify the Owner of any Government Property that is delinquent in payment of its Stormwater Assessment within 60 days from the date such assessment was due. Such notice shall state that the City Council will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein

shall be included in any judgment or decree rendered therein. All delinquent Owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Stormwater Assessments and any other costs incurred by the City Council as a result of such delinquent Stormwater Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, a Stormater Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in periodic installments with a remedy of a mandamus action in the event of non-payment. The City Council may contract for such billing services with any utility, whether or not such utility is owned by the City.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. APPLICABILITY. This Ordinance and the City Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 4.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may

hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the City Council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4.03. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 4.04. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and adoption on the second and final reading.

PASSED on First Reading on the ____ day of _____, 2019.

PASSED AND ADOPTED on Second Reading and Final Reading on the _____ day of _____, 2019.

CITY OF COCOA, FLORIDA

(SEAL)

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

CITY OF COCOA
NOTICE OF PUBLIC HEARING

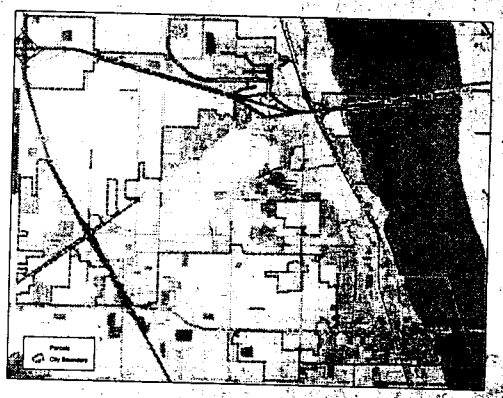
July 10, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, July 10, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council of the City of Cocoa proposes to adopt the following Ordinance, on Second Reading, titled as follows:

ORDINANCE NO. 10-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES, AND PROGRAMS THROUGHOUT THE INCORPORATED AREAS OF COCOA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF STORMWATER ASSESSMENTS AGAINST PROPERTY; PROVIDING CERTAIN DEFINITIONS INCLUDING A DEFINITION FOR THE TERM "STORMWATER ASSESSMENT"; ESTABLISHING A PROCEDURE FOR IMPOSING STORMWATER ASSESSMENTS; PROVIDING THAT STORMWATER ASSESSMENT CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR A STORMWATER ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE IMPOSITION OF INTERIM ASSESSMENTS; PROVIDING FOR HARDSHIP ASSISTANCE; PROVIDING A PROCEDURE FOR THE COLLECTION OF STORMWATER ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



A copy of the complete copy of the Ordinance is available for public review in the Office of the City Clerk, Cocoa City Hall, 65 Stone Street, Cocoa, and may be reviewed Monday through Friday, 8:00 a.m. to 5:00 p.m. (holidays excepted). All affected property owners have the right to appear at the public hearing and the right to file written objections within 20 days of the publication of the notice.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 11th day of June, 2019
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-313	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approval of Ordinance No. 09-2019/second and final reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities. (City Manager).				
Sponsors:	Department Director				
Indexes:	benefits, Pension, Retirement				
Code sections:					
Attachments:	9-2019 Cocoa Firefighters Pension Ordinance (Second Reading) 2019.06.24 Cocoa Fire - No Impact Letter Legal Ad OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2019
Agenda Date: July 10, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approval of Ordinance No. 9-2019/second and final reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

BACKGROUND:

The City of Cocoa has an established Firefighters' Retirement Plan in accordance with Chapter 175, Florida Statutes for the benefit of the City's Firefighters. In accordance with Florida Statute Section 175.061, the City is required to have a Board of Trustees as a part of the City's Firefighters' Pension Plan whom has the responsibility to administer the trust fund. There are specific statutory requirements that govern the eligibility of the Board Trustees and the terms such trustee may serve. The statute states the terms of office for the Board of Trustees shall be for a period of two (2) years, unless a municipal ordinance is in place to extend the terms from two (2) years to four (4) years. The length of the terms of office shall be the same for all board members.

City Staff was approached by the Police Pension Plan for a request to modify the terms of their trustees from two (2) to four (4) year terms, which in turn, staff inquired with the Fire Pension Plan Administrator to see if there was similar interest to increase the years of board terms. The Board discussed this at the May 17, 2019 Pension Board Meeting and there was a decision to propose the ordinance change. Additionally, the Board requested an additional change to be brought to Council which would allow the Board to invest up to twenty-five percent (25%) of plan assets in foreign securities. This request is also within Chapter 175, Florida Statutes, allowance. The Police Pension Plan was reviewed as a comparison and that plan already allows up to the statutory limit of twenty-five percent in foreign securities.

A draft ordinance was provided by the Plan's pension attorney Mark Floyd, Mierzwa & Floyd, P.A., which was reviewed by the City's pension attorney Jim Linn of Lewis, Longman, & Walker. By increasing the term limits to four years, this will in turn have better educated trustees to make better fiduciary decisions for the plan members and the plan sponsor. Further, the Plan's actuary has informed the City there is not a budgetary impact for both of these changes. After the first reading the actuary will provide a no impact statement to accompany the second reading.

The following amendments to the pension plan in the proposed ordinance include:

1. Section 2-281, Board Designated as Administrator, Composition

The sole and exclusive administration and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in the board which shall be designated as the plan administrator for the system. The board shall consist of five (5) persons as follows:

(1) Two (2) legal residents of the city who shall be appointed by the city council to serve for a period of ~~two~~ ~~(2)~~ four (4) years unless sooner replaced by the city council. The city council may appoint the city manager to serve as one (1) of the two (2) legal residents of the city and such appointment shall constitute ex officio duties on the city manager. An appointed board member may succeed himself or herself;

(2) Two (2) employee members, each to be elected by the actively employed members for a ~~two~~ four (4)-year term in a manner to be determined by the board; and

(3) A fifth member, elected by the other four (4) members of the board, to be appointed by the city council as a ministerial duty for a ~~two~~ ~~(2)~~ four (4) year term. Such fifth member shall be allowed to succeed himself or herself in office if reelected.

2. Section 2-308, Investment Powers of the Board

The board shall have the following investment powers and authority:

(b) The board may:

(ii) Invest and reinvest the assets of the fund in:

(5) The board may invest up to ~~ten~~ twenty-five percent (~~10~~25%) of plan assets in

foreign securities.

3. Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

4. Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

5. Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

6. Effective Date.
The first reading of this Ordinance was approved by City Council at the June 26, 2019 meeting. Since then, the Plan's actuary as provided a no cost impact statement, which is attached to this item. The Ordinance shall be effective immediately upon adoption by the City Council after this meeting.

City Administration recommends approval of Ordinance No. 9-2019/second and final reading, related to changes in the Firefighters' Retirement Plan, amending Section 2-281, Board Designated as Administrator, Composition; modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted:

N/A

PREVIOUS ACTION:

At a regular City Council Meeting on June 26, 2019, City Council approved the first reading of Ordinance No. 9-2019: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

At a regular City Council Meeting on October 10, 2018, City Council approved Ordinance No. 9-2018/second and final reading: Related to changes in the Firefighters' Retirement Plan due to changes in the City of Cocoa and IAFF Collective Bargaining Agreement effective October 1, 2018 to

September 30, 2021, amending Section 2-321, Retirement Dates; and amending Section 2-332, Share Plan.

RECOMMENDED MOTION:

Approval of Ordinance No. 9-2019/second and final reading: Amending Chapter 2, Administration, Article VIII, Firefighters' Retirement Plan of the Code by amending: Section 2-281, Board Designated as Administrator, Composition, extending the terms of office for the Board of Trustees from two to four years; Section 2-308, Investment Powers of the Board, modifying the investment policy to allow the board to invest up to twenty-five percent of plan assets in foreign securities.

ORDINANCE NO. 9-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-281, BOARD DESIGNATED AS ADMINISTRATOR, COMPOSITION; AMENDING SECTION 2-308, INVESTMENT POWERS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa established the Firefighters' Retirement Plan pursuant to Ordinance No. 9-93, in accordance with Chapter 175, Florida Statutes for the benefit of the City's firefighters.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: That Section 2-281, Board designated as administrator; composition, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

* * *

Sec. 2-281. - Board designated as administrator; composition.

The sole and exclusive administration and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in the board which shall be designated as the plan administrator for the system. The board shall consist of five (5) persons as follows:

(1) Two (2) legal residents of the city who shall be appointed by the city council to serve for a period of ~~two (2)~~ four (4) years unless sooner replaced by the city council. The city council may appoint the city manager to serve as one (1) of the two (2) legal residents of the city and such appointment shall constitute ex officio duties on the city manager. An appointed board member may succeed himself or herself;

(2) Two (2) employee members, each to be elected by the actively employed members for a ~~two~~ four (4)-year term in a manner to be determined by the board; and

(3) A fifth member, elected by the other four (4) members of the board, to be appointed by the city council as a ministerial duty for a ~~two (2)~~ four (4) year term. Such fifth member shall be allowed to succeed himself or herself in office if reelected.

* * *

SECTION 2: That Section 2-308, Investment powers of the board, in Article VIII of Chapter 2, Part II of the City Code of the City of Cocoa, Florida, is amended to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

* * *

Sec. 2-308. - Investment powers of the board.

The board shall have the following investment powers and authority:

* * *

(b) The board may:

* * *

(ii) Invest and reinvest the assets of the fund in:

* * *

(5) The board may invest up to ~~ten~~ twenty-five percent (~~10~~25%) of plan assets in foreign securities.

* * *

SECTION 3: Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 4: Severability. Should any section or provision of this Ordinance or any portion thereof, or 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 other than the part to be declared invalid.

SECTION 5: Repeal of Prior Inconsistent Ordinances and Resolutions. All City Code provisions or laws inconsistent with this Ordinance are hereby repealed to the extent of any conflict.

SECTION 6: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE 10th DAY OF July 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: June 26, 2019

2ND READING AND ADOPTION: July 10, 2019

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

June 24, 2019

VIA EMAIL

Ms. Margie Adcock
The Resource Centers, LLC
4360 Northlake Blvd., Suite 206
Palm Beach Gardens, FL 33410

Re: City of Cocoa
Municipal Firefighters' Retirement System

Dear Margie:

In response to Erin Medeiros' email dated June 7, 2019, we have reviewed Ordinance 9-2019 amending the Plan to extend the length of the trustee term from two years to four years, and allow up to 25% of plan assets to be invested in foreign securities.

We have determined that this ordinance and its adoption therein will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen

cc: Mark Floyd, Board Attorney

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003655906
Pymt Method Invoice
Net Amt: $313.14

Run Times: 1

No. of Affidavits: 1

Run Dates: 06/30/19

Text of Ad:

AD#3655906 6/30/19

CITY OF COCOA
NOTICE OF PUBLIC HEARING

July 10, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, July 10, 2019, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 09-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VIII, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-281, BOARD DESIGNATED AS ADMINISTRATOR, COMPOSITION; AMENDING SECTION 2-308, INVESTMENT POWERS OF THE BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

+

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 27th day of June,2019.
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-321	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	6/27/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Postpone consideration of an ordinance 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. (Community Services Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad Proof - Text Amend (Parking Lot)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2019
Agenda Date: July 10, 2019
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Postpone consideration of an ordinance 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:

This item is not ready for consideration. Staff requests that City Council postpone consideration of the text amendment ordinance until the July 24, 2019 City Council meeting to preserve advertisement.

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.

RECOMMENDED MOTION:

Postpone until the regular City Council Meeting of July 24, 2019 consideration of an ordinance 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.

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
PROOF DUE: -
NEXT RUN DATE: 06/18/19
SIZE: 3 col X 10 in

FT-0000611604.INDD

Legislation Details (With Text)

File #:	19-318	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	6/26/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Seek Council direction on request from Habitat for Humanity of Brevard County, Inc.(Habitat) to donate or sell city owned property at 114 First Street to allow Habitat to open a ReStore within Cocoa. (City Manager).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Letter requesting former fire station 114 Street Exhibit A - Map of two parcels				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 26, 2019
Agenda Date: July 10, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Provide Council direction on request from Habitat for Humanity of Brevard County, Inc., (Habitat) to donate or sell city owned property at 114 First Street to allow Habitat to open a ReStore within Cocoa.

BACKGROUND:

On June 12, 2019, the City received a letter from M.E. Kelly, Executive Director for Habitat for Humanity of Brevard County, Inc., (Habitat) requesting an agreement between the City and Habitat to either donate or sell for a $1.00 the former fire station located at 114 First Street.

Additionally, Habitat requested the following:

1. The City conduct a Phase 1 Environment Assessment on the site.
2. The City conduct mold and asbestos testing on the site.
3. The City waive all building & permitting fees for the renovation work to be completed.

In return, Habitat would take possession of the main building (outer tower, north parking area, and fenced in parking area to the south. Habitat would expend approximately $300,000 to renovate the

building and operate a ReStore for Cocoa residents. Also, the ReStore would employ Cocoa residents. The ReStore will sell slightly used building supplies, furniture and appliances.

If it is Council's direction, the City Attorney will proceed with formulating an Agreement that will outline the terms and conditions of such Agreement and will then be brought back to City Council for final approval. Also, Council should note that since the fire station is on two parcels, the City Attorney will need to complete a boundary line adjustment to separate a portion of the fire station property from the City's water tower parcel.

STRATEGIC PLAN CONNECTION:

One of the goals in the Strategic Plan is Redevelopment of downtown Cocoa, this vacant building will be repaired and used to create jobs and offer services to our residents.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Staff is requesting that Council provide direction on the request from Habitat for Humanity of Brevard County, Inc.(Habitat) to donate or sell city owned property at 114 First Street to allow Habitat to open a ReStore within Cocoa.

Habitat for Humanity® of Brevard County

A WORLD WHERE EVERYONE HAS A DECENT PLACE TO LIVE

June 12, 2019

John Titkanich
City Manager, City of Cocoa
65 Stone St.
Cocoa, FL

RE: Abandon Fire Station
114 First St.
Cocoa, FL

This letter is to request an agreement between the City of Cocoa and Habitat for Humanity, Brevard County. Habitat is requesting Cocoa either donate the fire station, or sell to Habitat for a minimal fee of $1.00.

We would request a Phase 1 assessment of the fire station, to include mold and asbestos testing. Upon the results of these tests, Habitat would acquire the building as is.

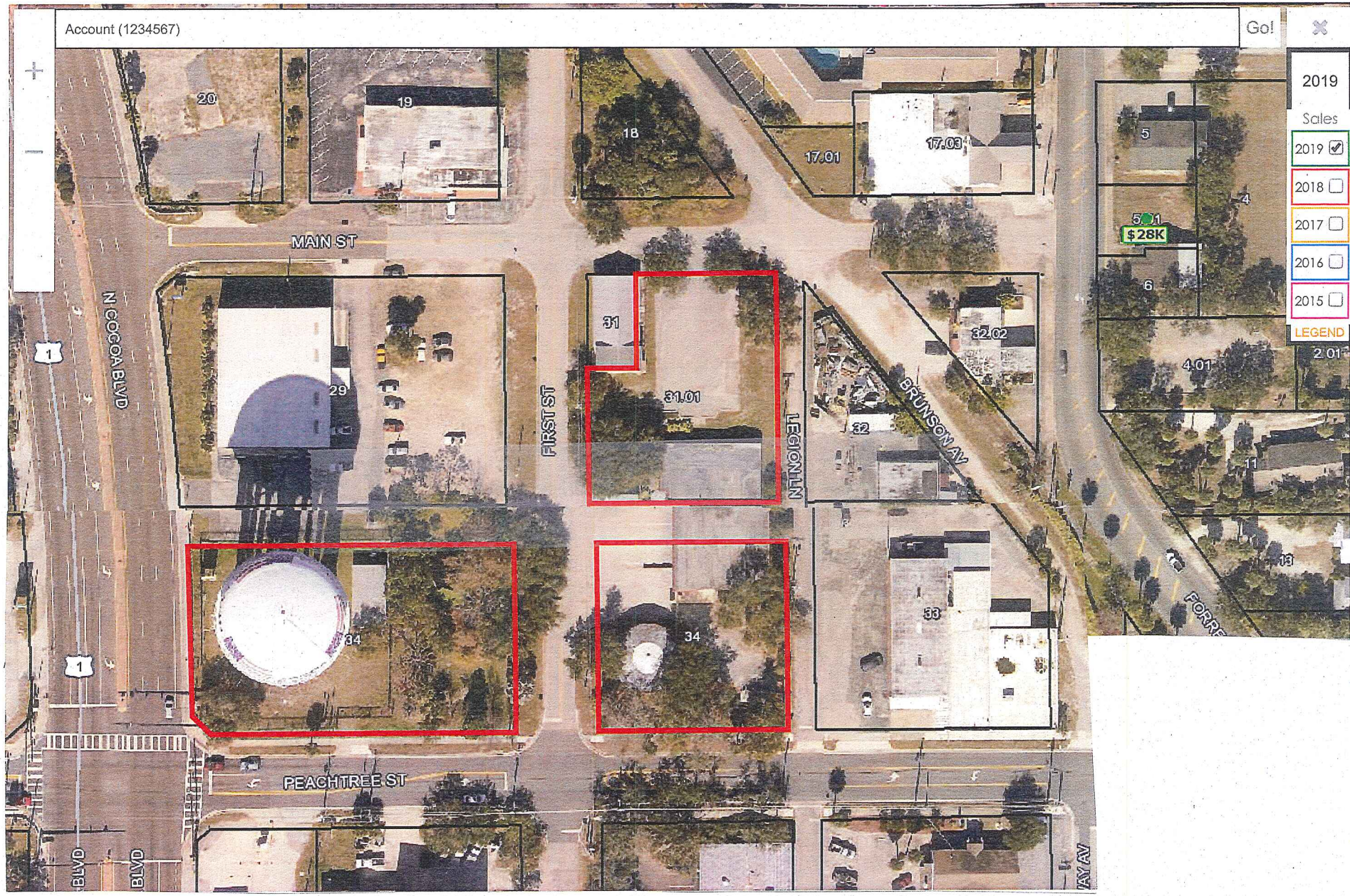
Upon completion of the agreement, Habitat would take possession of the main building (outer tower, north parking area, and fenced in south parking area. Habitat does not lay claim to any of the items, or materials in and of the areas: the main building, outer building, or parking area.

Habitat intends to use the building as a ReStore where we would employ local residents to assist in the store. The store will sell slightly used building supplies, furniture, and appliances. This is done to help our mission of building affordable housing for low-income families.

Cocoa would agree to waive all fees associated with the rehabilitation of the building.

Sincerely,

M. E. Kelly
Executive Director
Habitat for Humanity, Brevard County
kelly@brevardhabitat.com
321-728-4009 ext. 121


Account (1234567)
Go!
2019
Sales
2019
2018
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2015
LEGEND
$28K
MAIN ST
N COCOA BLVD
FIRST ST
LEGION LN
BRUNSON AV
PEACHTREE ST
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1

Legislation Details (With Text)

File #:	19-324	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	6/28/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Consider the Appointment of Ms. Pamela Shaia as a member to the Board of Adjustment. (Administrative Services Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board Application.pdf Property Appraiser.pdf Background Check.pdf BOA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2019
Agenda Date: July 10, 2019
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Ms. Pamela Shaia as a member to the Board of Adjustment.

BACKGROUND:

The Board of Adjustment currently has two (2) Regular Member Vacancies and two (2) Alternate Member Vacancies. Ms. Pamela Shaia, who meets the qualifications for serving on a City Board has submitted an application for board membership. A current Board of Adjustment Roster is attached for your review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Ms. Pamela Shaia as a member to the Board of Adjustment.

RECEIVED
JUN 17 2019
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Pamela Shaw Application Date: 17 June 19

Street Address, Including Zip Code: 308 Brevard Ave 32922

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ✓ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: 256-656-3249 Work: 321-305-4584 Pager: — Cell: 256-656-3249

Place of Business: Tails at the Barkery | from Olives and Grapes

Title/Position Held: Owner

Date of Birth[2] 11/2/55

Email Address: _____

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

	Affordable Housing Advisory Committee		Pension Board - General Employees
✓	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
	Sustainability Advisory Committee		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes ____	No	✓	Business Owner
Do you own property or a business in Cocoa?	Yes ____	No	✓	
Are you registered to vote in Brevard County, Florida?	Yes ✓	No	____	
Have you ever been convicted or found guilty, regardless				

NO

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No ✓

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No —
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No —
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No —

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

I own 2 businesses in Cocoa Village. I have over 40 years experience in both bookkeeping and feel that my past experience and my business experience can be used to support the City of Cocoa.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

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

GENDER

____ Male
✓ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

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: _____ Date: 17 Jun 19

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2426060
Owners	Joyce Andrade Revocable Trust
Mailing Address	2408 Willowbrook Rd Merritt Island FL 32952
Site Address	308 Brevard Ave Cocoa FL 32922
Parcel ID	24-36-33-37-*-U.01
Property Use	1100 - Retail Store - 1 Unit
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.02
Subdivision	Tax Assessors Plat Of Cocoa
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0001/0032
Land Description	Tax Assessors Plat Of Cocoa Part Of Lot U & Pt Of Lot V As Des IN Orb 239 Pg 214

VALUE SUMMARY

Category	2018	2017	2016
Market Value	$49,170	$40,000	$36,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$43,560	$39,600	$36,000
Assessed Value School	$49,170	$40,000	$36,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$43,560	$39,600	$36,000
Taxable Value School	$49,170	$40,000	$36,000

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
06/02/2017	--	WD	Improved	7907/1031
01/15/2017	--	DC	Improved	7809/0139
07/31/1984	$26,000	WD	--	2531/1848
05/04/1983	--	QC	--	2435/0228
05/02/1983	--	QC	--	2435/0226

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1100 - Retail Store - 1 Unit

Materials		Details	
Exterior Wall:	Stucco	Year Built	1935
Frame:	Masnryconc	Story Height	14
Roof:	Bu-Tg/Mmbrn	Floors	1
Roof Structure:	Flat/Shed	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	540	Bath House	48
Total Base Area	540	Covered Patio	72
Total Sub Area	540		

Generated on 6/28/2019 4:44:17 PM

Nationwide Criminal 360

This report is provided based on the terms and conditions of the User Agreement. It may be utilized for FCRA permissible purposes only. By ordering and utilizing this report, you are certifying that you are authorized to access employment background information and that your usage is in full compliance with all applicable state and federal laws. The user will take reasonable steps to maintain confidentiality and privacy of the applicant.

Applicant Information:	Requested By:
Name: Pamela Shaia	**Client:** City of Cocoa
SS#: XXX-XX-7575	**Account:** City Clerk

NAME SEARCHED: PAMELA SHAIA

No reportable criminal history information based on the applicant's given identifiers.

*NOTE: This search is a database search. Databases are only updated periodically and may not search a jurisdiction in which a possible crime could have been committed. A negative result (NO RECORD FOUND) is not a guarantee that a criminal history does not exist. Also, any positive results (RECORD FOUND) reported from this search should be confirmed by an accompanying County search to verify findings.

©2019 APPLICANT 360 - 5635 Hoover Blvd. - Tampa, FL 33634 - Phone: (877) 963-2583 - Fax: (877) 382-2583

BECA - Brevard Electronic Court Application

Logged in As: Public

No Current Record(s) found for: PAMELA SHAIA

Close

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Vice Chairman	~~322 Clearlake Rd. Cocoa, FL 32922~~ 1523 N. Cocoa Blvd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	04/18 Reappointed 4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2021
~~Matthew Ford~~ **VACANCY**	~~709 Highlett Ave.~~ ~~Cocoa, FL 32922-7669~~	~~636-2977 hm~~ ~~266-9533 pgr~~	~~5/16 Reappointed~~ ~~4/13 Reappointed~~ ~~9/11 appointed~~ ~~(fulfilling his own term-was removed due to absenses, then reapplied)~~	~~2019~~
~~Jane Jollay~~ **RESIGNED** **VACANCY**	~~1515 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~janejollay@yahoo.com~~	~~848-5174 cell~~	~~06/16 reappointed~~ ~~01/15 appointed~~ ~~(fulfilling term of Seminazzi)~~	~~2019~~
Rip Dyal, Chairman	3807 Parapet Dr. Cocoa, FL 32926 RHAD6@aol.com	639-9547 HM 321-684-3222 Cell	08/17 appointed as 1st Alternate	2021
Nancy N. Elliot	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	7/17 reappt. 5/14 appt.	2020
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687 321-806-8986 (cell)	05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2020
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	04/2018 4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2021
Vacancy 2nd Alternate				
Vacancy, 1st Alternate				
LIAISON	Deputy Mayor Warner		Updated 12/18	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Monica Arsenault	433-8488		

Legislation Details (With Text)

File #:	19-204	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	4/29/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approve the first 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:	___-2019 Ordinance re Chapter 22 Utility Rates and Charges v.2				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2019
Agenda Date: July 10, 2019
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:

Approve the first 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.

BACKGROUND:

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.
- Discontinue publishing rates in the City Code. 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.
- Discontinue publishing rates in the City Code. 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 first 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.

ORDINANCE NO. ___-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 #:	19-311	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/24/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approve, as recommended, the proposed Fiscal Year 2020 benefit renewal for medical, consolidating to one medical plan, and renewal for the dental; and to authorize the City Manager to sign related agreements. (City Manager).				
Sponsors:	Department Director				
Indexes:	benefits, insurance				
Code sections:					
Attachments:	061919 - Cocoa - Executive Summary Full 062519 - Cocoa - ASO ISL Renewal Evaluation.pdf 052319 - Cocoa - Medical Benefits Summary Alt 2 No EE Contribution Change Core 050819 - Cocoa - Dental Renewal Evaluation				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2019
Agenda Date: July 10, 2019
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve, as recommended, the proposed Fiscal Year 2020 benefit renewal for medical, consolidating to one medical plan, and renewal for the dental; and to authorize the City Manager to sign related agreements.

BACKGROUND:

Medical Health Plan

The City transitioned to a self-funded medical plan beginning in Fiscal Year 2016. This change was made to reduce the plan renewal and avoid the incurrence of the Health Insurance Industry Fee, which was a requirement under fully-insured plans. At that time the transition saved the City approximately $560,532. With self-insurance, the City pays an administrative fee to the medical carrier to administer the plan and provide network access to doctors and medical care. All medical claims are paid directly by the City up to a point of reinsurance, that is purchased as a separate policy. The administrative and reinsurance fees account for approximately 20% of the plan's expenses with the remaining 80% being medical claims.

The City has an Insurance Task Force (ITF) committee comprised of different departmental and union

representatives with the purpose to bring forth any concerns related to the City's benefit plans and to make recommendations on the insurance plans offered by the City. Last year the ITF and Staff recommended to consolidate from three (3) plans to (2) two plans, which eliminated the Buy-Up Premier plan. This recommendation was made based on the high utilization of the Buy-Up Basic and Premier plans versus the Core plan options. Additionally, there was great discussion at that time to make changes to emergency room co-pay and/or advanced imaging, as our current amounts are well below market averages. At that time, City Staff recommended to maintain the current levels of benefits and reevaluate during the ensuing future renewal year. City Council approved the plan changes last year.

For Fiscal Year 2020, renewal meetings were held with the ITF, the City's Benefit Broker Gehring Group and administration on May 28 and June 26, 2019. The meetings consisted of reviewing the current medical claim reports and proposed renewal options with costs. The same options were presented separately to City Staff as well for City Staff to analyze budgetary impacts with the proposed renewals.

With the changes approved during the previous fiscal year, the City currently has two medical plan options, the Core and Buy-Up plans. The City contributes 100% of the Employee-Only Core Plan rate and 50% of the dependent coverage. As of the month ending May 2019, a summary of the current enrollment by plan and claims average per employee are reflected below:

Medical Plan	**Total Employees**	**Net Average Claims/EE/Month**
Core	387	$891.98
Buy-Up Basic	58	$2,317.92
Annual Total Average	445	$1,101.19

The City's medical claims have been trending high over the past three years and the plan has had a deficit for all three years. As shown in the chart above, the average claims per month for the Buy-Up Plan are more than double of the claims for the Core Plan.

At the May 28, 2019 ITF meeting, claims analysis was reviewed with the committee that summarized large claims by relationship and plan. Additionally, Gehring Group presented a fully-insured renewal projection which validated how being self-insured continues to be a more fiscally prudent course that results in cost savings to the City. The estimated fully-insured renewal would result in an approximate 27.8% increase, which equals an approximate premium increase of $1,491,712. This estimate was based on an 18-month trend of claims experience and includes the Affordable Care Act (ACA) fees that would be incurred. The City is not required to pay the ACA fees under the self-insured model.

Due to the continuation of the large claims trend, Gehring Group has recommended consolidating to one plan for Fiscal Year 2020, which would eliminate the Buy-up Plan and make slight changes to the schedule of benefits. Moreover, it is necessary to make plan changes to offset a larger increase to the premium. Renewal plan options were reviewed to include increasing Calendar Year Deductibles (CYD), out-of-pocket maximums, advanced imaging copays, and emergency room copays. The benefit changes to our plan results in an approximate 7% decrease in estimated claims savings. Of the proposed plan changes, the increased CYD seemed to have the most questions, and Gehring Group was tasked to bring back additional information to the next meeting to help the committee

understand the member impact of the changes and comparisons of the local market.

At the June 26, 2019 ITF meeting, Gehring reviewed reports of research for members who have reached their individual and/or family deductibles. Out of a total 884 covered individuals (members and dependents) on the plan, only 7.8% reached the individual deductible for the previous calendar year and only 0.9% reached the family deductible. The proposed change has less of an overall impact on employees versus making changes to the day-to-day benefits such as co-pays for physician visits and prescription coverage.

Gehring provided the recommended schedule of benefits as discussed at the May 28, 2019 meeting along with two different rate proposals for the City/Employee contributions. The proposal includes eliminating the Buy-Up along with the additional benefit changes:

Benefit Category	**Current Core Benefits FY2019**	**Proposed Core Benefits FY2020**
Calendar Year Deductible (Single/Family)	$1,500/4,500	$2,000/$6,000
Out of Pocket Maximum	$5,000/10,000	$6,000/12,000
Advanced Imaging	$50	$100
Emergency Room (per visit)	$150	$250

Prior to the June 26, 2019 ITF meeting, the City Manager requested Gehring Group evaluate a renewal option for the City to absorb the health plan rate increase considering the proposed plan changes. He then worked with Finance and the Department Directors to make the appropriate budget modifications to make it possible in the proposed FY2020 budget.

At the June 26, 2019 ITF meeting, there were two rate options for the City and ITF committee to consider:

1. Share Increase between City and Employees: Shifting all members enrolled in the Buy-Up to the Core Plan and applying 8.1% increase to the monthly plan charges. This results in a 11.5% increase ($511,880) to the City's annual premium and reduction of 8.4% to the Employee contributions.

2. City Absorb the Increase with No Changes to Employees: Shifting all members enrolled in the Buy-Up to the Core Plan and applying 8.2% increase to the monthly plan charges. This results in a 13.4% increase ($600,133) to the City's annual premium and reduces Employee contributions by 17.6%.

A vote was held among present ITF members, of which the ITF members voted unanimously for change to a single plan and the benefit changes with the City absorbing the FY2020 rate increase. City Staff agrees with this recommendation.

The summary of the annual financial impact of the voted option includes:

	FY19 Annual	FY20 Annual	Premium Change	Percent Change
City	$4,451,133	$5,068,298	$600,133	13.4%
Employee	$923,611	$750,387	($160,697)	(17.6%)
Total	$5,374,744	$5,818,685	$439,437	8.2%

Medical Administrative Fee (Cigna) -The administrative fee covers claims processing and access to the plan's network. Cigna has proposed an increase of $1.24 per employee per month, bringing the administrative fee from $46.36 to $47.60 per employee per month. The annual cost is estimated at $245,893. These fees are built into the plan funding under our self-insured plan.

MotivateMe - The City has worked with Gehring Group to develop a new wellness program that will incentivize healthy behavior and encourage employees to do preventive health care and screenings. During FY2020, employees will earn points through the MotivateMe program, administered by Cigna, for completing different goal categories and these points will be converted to fund individual Health Savings Account (HSA) rewards in the FY2021 year. The MotivateMe administrative fee is $1.45 per employee per month, with an estimated annual premium of $7,691.

Since the opening of the health center in 2014, the City Manager has approved for employees to receive a "Wellness Day" annually when their personal health assessment and physician follow-up visit is completed at the City's Health Center. The City Manager approved the Wellness Day for the upcoming fiscal year; however, he did inform ITF members that the plan is to phase out the incentive beginning in FY2020. The incentive was designed to introduce and increase utilization of the Health Center, as well as foster preventative health care through annual Personal Health Assessments and review with our medical providers of the Health Center.

Specific Stop Loss - The City purchases an Insurance policy to protect the City for large medical and prescription claims. There were three renewal options for deductible levels reviewed by City Staff. Staff recommends renewing at the current level, which is $125,000. This means the City incurs the claims cost up to the $125,000 deductible level. The City receives reimbursements for all claims exceeding this level. For the previous fiscal year 2018, the City's stop loss policy totaled $774,304 in premiums and the reimbursements totaled $950,228. The renewal for FY20 includes a 13.9% increase, from $166.48 per employee per month to $189.60 per employee per month. The estimated annual cost (based on current enrollment) is $1,005,638. These fees are built into the plan funding under our self-insured plan.

State Reserve Requirements - To ensure plan funding, the state of Florida (s.112.08, F.S.) requires self-funded groups to hold a minimum of sixty (60) days of claims and funds for potential incurred but not reported (IBNR) claims in reserves. The 60-days of claims estimates at $758,814 and the IBNR liability estimate is $277,116, totaling $1,035,930. These amounts were filed and accepted with the State of Florida by the actuary in March 2019.

Dental Plan - Cigna has provided a flat renewal option with no changes to the plan. The estimated annual premium, based on current enrollment is $383,976, of which $301,809 is the estimated City's annual premium.

Vision Plan - The City switched to Eyemed effective the Fiscal Year 2019 plan year and had a rate

guarantee through September 30, 2022. Therefore, there is no increase for the renewal. The estimated annual premium based on current enrollment is $71,079, of which $57,420 is the estimated City's annual premium.

The following plans were approved last year with a two-year rate guarantee with Cigna through September 30, 2020:

- Basic Life/Accidental Death and Dismemberment (AD&D) (City paid benefit) -The rate premium is $.275 per $1,000 of coverage for Employee Life and Employee AD&D rate is $.04 per $1,000. The estimated annual cost is $77,912, which is based on the current annual employee salaries.

- Supplemental Life Insurance (Employee paid benefit) - The rate premium is $.276 per $1,000 of coverage for Supplemental Employee Life and Employee AD&D rate is $.04 per $1,000. The estimated annual cost to enrolled employees is $59,244, which is based on the current annual employee salaries.

- Short-Term Disability (STD) (Employee paid benefit) - The rates vary by age bracket. The estimated annual cost to enrolled employees is $37,159, which is based on the current annual employee salaries.

- Long-Term Disability (LTD) (City paid benefit) - The rate is $.39 per $100 of payroll. The annual estimate, based on current payroll is $45,572.

Employee Assistance Program (EAP) - The EAP is included again under Cigna at no cost.

Flexible Spending Account (FSA) - The City is currently in a three-year rate guarantee with TASC through September 30, 2021, which is $3.65 per month per covered member. There are currently 112 employees participating in the benefit plan. The enrollment fluctuates based on open enrollment participation.

In summary, City Staff is requesting approval as recommended the proposed Fiscal Year 2020 benefit renewal for medical, consolidating to one medical plan, and renewal for the dental; and authorize the City Manager to sign related agreements.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance cost while maintaining the same levels of coverage helps attract and retain qualified employees long-term.

BUDGETARY IMPACT:

Budgeted: Included in Proposed FY20 Budget

Provider	Plan (# Members)	FY2019 Annual City Cost	FY2020 Annual Difference City Cost

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Cigna	Core (445) (58 members moved to Core)	$ 4,468,152	$5,068,310	$600,158
Cigna	Dental (577)	$ 301,809	$ 301,809	$ 0
TBD	Vision (577)	$ 57,420	$ 57,420	$ 0
Cigna	Basic Life/AD&D	$ 77,912	$ 77,912	$ 0
Cigna	Long Term Disability	$ 45,572	$ 45,572	$ 0
TASC	Flexible Spending Account (112)	$ 4,906	$ 4,906	$0
	Total City Plan Cost	**$ 4,955,771**	**$5,555,929**	**$ 600,158**
Cigna	Medical ASO Fees	$245,893	$252,470	$6,577
	MotivateMe Fee	$0	$7,691	$7,691
Cigna	Specific Stop Loss	$883,010	$1,005,638	$122,628
	Total Fixed Costs	**$1,128,903**	**$1,265,800**	**$136,896**

The fixed costs referenced above for the Medical ASO fees and Stop Loss policy are built into the medical plan funding.

State Reserve Requirements: It is required to fund reserves of 60-days of claims estimates at $758,814 and the IBNR liability estimate is $277,116, totaling $1,035,930.

The amounts above are estimates based on current enrollment of current employees and retirees. The medical plan includes current employees and retirees under age 65. These numbers do not include the City's Medicare Advantage Plan with United Healthcare which is on a calendar year renewal, which is usually brought to Council in the August timeframe.

PREVIOUS ACTION:

At a regular Council meeting on July 10, 2018, Council approved, as recommended by the Employee Insurance Task Force (ITF) and City administration, the proposed fiscal year 2019 benefit renewal for medical (which eliminates the Buy-Up Premier Plan), dental, flexible spending, and life insurances with associated providers; made a final determination to select EyeMed as the City's vision carrier; and authorized the City Manager to sign related agreements.

At a regular Council meeting on July 11, 2017, Council approved the proposed fiscal year 2018 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements.

RECOMMENDED MOTION:

Approve, as recommended, the proposed Fiscal Year 2020 benefit renewal for medical, consolidating to one medical plan, and renewal for the dental; and to authorize the City Manager to sign related agreements.

City of Cocoa
Employee Benefits Executive Summary
Effective Date: October 1, 2019

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current				Renewal				
MEDICAL		**2018-2019 Cigna**				**2019-2020 Cigna**				
Core Plan	**387**	**Total Monthly**	**Employer Monthly**	**Employee Monthly**	**Employee Per Pay (48)**	**Total Monthly**	**Employer Monthly**	**Employee Monthly**	**Employee Per Pay (48)**	**EE Inc Per Pay**
Employee Only	*269*	$696.21	$696.21	$0.00	$0.00	$776.28	$776.28	$0.00	$0.00	$0.00
Employee + One	*61*	$1,365.53	$1,030.87	$334.66	$83.66	$1,522.57	$1,187.91	$334.66	$83.66	$0.00
Employee + Family	*57*	$2,009.65	$1,352.93	$656.72	$164.18	$2,240.76	$1,584.04	$656.72	$164.18	$0.00
Buy Up Plan	**58**					***Eliminate Buy Up Plan***				
Employee Only	*44*	$883.53	$696.21	$187.32	$46.83	$776.28	$776.28	$0.00	$0.00	-$46.83
Employee + One	*14*	$1,733.35	$1,030.87	$702.48	$175.62	$1,522.57	$1,187.91	$334.66	$83.66	-$91.96
Employee + Family	*0*	$2,550.74	$1,352.93	$1,197.81	$299.45	$2,240.76	$1,584.04	$656.72	$164.18	-$135.27
Total Medical Premium	**445**									
Annual Premium		**$5,379,241**	**$4,468,152**	**$911,089**		**$5,818,701**	**$5,068,310**	**$750,390**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**$439,459**	**$600,158**	**-$160,699**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**8.2%**	**13.4%**	**-17.6%**		
DENTAL		**Cigna**				**Cigna**				
		Total	**Employer**	**Employee**	**EE Per Pay**	**Total**	**Employer**	**Employee**	**EE Per Pay**	**Inc**
Employee Only	*361*	$31.72	$31.72	$0.00	$0.00	$31.72	$31.72	$0.00	$0.00	$0.00
Employee + One	*104*	$79.71	$55.72	$23.99	$6.00	$79.71	$55.72	$23.99	$6.00	$0.00
Employee + Family	112	$109.44	$70.58	$38.86	$9.72	$109.44	$70.58	$38.86	$9.72	$0.00
Total Dental Premium	**577**	**Expires 09/30/2019**				**Expires 09/30/2020**				
Annual Premium		**$383,976**	**$301,809**	**$82,167**		**$383,976**	**$301,809**	**$82,167**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**$0**	**$0**	**$0**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**0.0%**	**0.0%**	**0.0%**		
VISION		**EyeMed**				**EyeMed**				
		Total	**Employer**	**Employee**	**EE Per Pay**	**Total**	**Employer**	**Employee**	**EE Per Pay**	**Inc**
Employee Only	*361*	$6.32	$6.32	$0.00	$0.00	$6.32	$6.32	$0.00	$0.00	$0.00
Employee + Family	*216*	$16.86	$11.59	$5.27	$1.32	$16.86	$11.59	$5.27	$1.32	$0.00
Total Vision Premium	**577**	**Expires 9/30/2022**				**Expires 9/30/2022**				
Annual Premium		**$71,079**	**$57,420**	**$13,660**		**$71,079**	**$57,420**	**$13,660**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**$0**	**$0**	**$0**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**0.0%**	**0.0%**	**0.0%**		
BASIC LIFE/AD&D		**Cigna**				**Cigna**				
Benefits Volume		$20,611,650				$20,611,650				
Life Rate / $1,000		$0.275				$0.275				
AD&D Rate / $1,000		$0.040				$0.040				
		Expires 9/30/2020				**Expires 9/30/2020**				
Total Life/AD&D Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$77,912**	**$77,912**	**$0**		**$77,912**	**$77,912**	**$0**		
SUPPLEMENTAL LIFE/AD&D		**Cigna**				**Cigna**				
Benefits Volume		$15,330,600				$15,330,600				
Supplemental Retiree Life		$0.250				$0.250				
Supplemental EE Life Rate		$0.276				$0.276				
Supplemental EE AD&D Rate		$0.040				$0.040				
		Expires 9/30/2020				**Expires 9/30/2020**				
Total Supp. Life/AD&D Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$59,244**	**$0**	**$59,244**		**$59,244**	**$0**	**$59,244**		
DISABILITY INSURANCE		**Cigna**				**Cigna**				
LTD Benefits Volume		$973,753				$973,753				
LTD Rate / $100 ***(Includes EAP)***		$0.390				$0.390				
		Expires 9/30/2020				**Expires 9/30/2020**				
Total LTD Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$45,572**	**$45,572**	**$0**		**$45,572**	**$45,572**	**$0**		
STD Benefits Volume		$85,378				$85,378				
STD Rate / $10		Age Banded Rates				Age Banded Rates				
		Expires 9/30/2020				**Expires 9/30/2020**				
Total STD Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$37,159**	**$0**	**$37,159**		**$37,159**	**$0**	**$37,159**		
Total Benefits Premium		**Total**	**Employer**	**Employee**		**Total**	**Employer**	**Employee**		
Annual Premium		**$6,054,183**	**$4,950,864**	**$1,103,319**		**$6,493,643**	**$5,551,022**	**$942,621**		
$ Increase / Decrease		**N/A**	**N/A**	**N/A**		**$439,459**	**$600,158**	**-$160,699**		
% Increase / Decrease		**N/A**	**N/A**	**N/A**		**7.3%**	**12.1%**	**-14.6%**		

Enrollment and Benefits Volume as of June 1, 2019

City of Cocoa
Administrative Services & Reinsurance Evaluation
Effective Date: October 1, 2019

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current	Renewal
	EE	2018-2019 Self-Funded	2019-2020 Self-Funded
MEDICAL ASO/NETWORK FEES		**Cigna**	**Cigna**
Total ASO Fee Medical	442	**$46.36**	**$49.05**
ASO Fee		$46.36	$47.60
MotivateMe Fee		N/A	$1.45
Annual Administration Cost		**$245,893**	**$260,161**
$ Increase		**n/a**	**$14,268**
% Increase		**n/a**	**5.8%**
SPECIFIC STOP LOSS	442	**Cigna**	**Cigna**
Coverage		**Medical & Prescriptions**	**Medical & Prescriptions**
Contract Terms		12/36	12/36
Specific Deductible		$125,000	$125,000
Annual Maximum Reimbursement		Unlimited	Unlimited
Specific Stop Loss Premium		$166.48	$189.60
Annual Premium		**$883,010**	**$1,005,638**
$ Increase / (Decrease)		**n/a**	**$122,628**
% Increase / (Decrease)		**n/a**	**13.9%**
Total Fixed Costs		**$1,128,903**	**$1,265,800**
$ Increase / (Decrease)		**n/a**	**$136,896**
% Increase / (Decrease)		**n/a**	**12.1%**

City of Cocoa
Medical Plan Evaluation
Effective Date: October 1st

GEHRING GROUP®
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current		Alt #2 - Core Plan Changes & Eliminate Buy-Up Plan
SCHEDULE OF BENEFITS		**Cigna Core Plan**	**Cigna Buy-Up Plan**	**Cigna Core Plan**
Calendar Year Deductible (CYD)		***In Network Only***	***In Network Only***	***In Network Only***
Single		$1,500	$500	**$2,000**
Family		$4,500	$1,500	**$6,000**
Out of Pocket Max		Deductible, Coinsurance, Copays, and Rx	Deductible, Coinsurance, Copays, and Rx	Deductible, Coinsurance, Copays, and Rx
Single		$5,000	$2,500	**$6,000**
Family		$10,000	$5,000	**$12,000**
Coinsurance		20%	20%	20%
Non Hospital Services				
Primary Care Physician		$25	$25	$25
Specialist		$50	$50	$50
Preventive Services		No Charge	No Charge	No Charge
Telehealth		No Charge	No Charge	No Charge
Clinical Lab		No Charge	No Charge	No Charge
X-rays		No Charge	No Charge	No Charge
Advanced Imaging - CT, PET, MRI		$50	$50	***$100***
Urgent Care Center		$50	$50	$50
Hospital Services				
Inpatient Hospital (Per Admission)		20% after CYD	20% after CYD	20% after CYD
Outpatient Hospital (Per Visit)		20% after CYD	20% after CYD	20% after CYD
Physician Services at Hospital		20% after CYD	20% after CYD	20% after CYD
Emergency Room (Per Visit)		$150	$150	***$250***
Mental Health/Substance Abuse				
Inpatient Hospital		20% after CYD	20% after CYD	20% after CYD
Outpatient Services		20% after CYD	20% after CYD	20% after CYD
Outpatient Office Visit		$50	$50	$50
Retail Pharmacy Plan				
Tier 1 Drugs - Generic		$20	$15	$20
Tier 2 Drugs - Preferred		$40	$20	$40
Tier 3 Drugs - Non-Preferred		$70	$35	$70
Mail Order Drug (90-Day Supply)		$40 / $80 / $140	$30 / $40/ $70	$40 / $80 / $140
Monthly Premium	**Core** **Buy-Up**			***Estimated Claims Savings 7.1%***
Employee Only	262 46	$696.21	$883.53	$776.28
Employee & One	63 14	$1,365.53	$1,733.35	$1,522.57
Employee & Family	57 0	$2,009.65	$2,550.74	$2,240.76
Annual Premium	**442**	**$5,374,744**		**$5,808,650**
Annual $ Increase / (Decrease)		**N/A**		**$433,906**
Annual % Increase / (Decrease)		**N/A**		**8.1%**

City of Cocoa

Employee Medical EE/ER Cost Comparison

Effective Date: October 1, 2019

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Alternative #2 - Core Plan Changes & Eliminate Buy-Up Plan
No Change to EE Core Contributions

Current

MEDICAL		2018-2019 Total Monthly	Employer Monthly	Employee Monthly	Employee Per Pay (48)	2019-2020 Total Monthly	Employer Monthly	Employee Monthly	Employee Per Pay (48)	EE Inc Per Pay	EE %
Core Plan						***Core Plan Changes***					
Employee Only	*262*	$696.21	$696.21	$0.00	$0.00	$776.28	$776.28	$0.00	$0.00	$0.00	0%
Employee + One	*63*	$1,365.53	$1,030.87	$334.66	$83.66	$1,522.57	$1,187.91	$334.66	$83.66	$0.00	0%
Employee + Family	*57*	$2,009.65	$1,352.93	$656.72	$164.18	$2,240.76	$1,584.04	$656.72	$164.18	$0.00	0%
Monthly Premium	***382***	**$382,986**	**$324,470**	**$58,516**		**$427,030**	**$368,513**	**$58,516**			
Annual Premium		**$4,595,833**	**$3,893,637**	**$702,196**		**$5,124,354**	**$4,422,158**	**$702,196**			
Annual $ Increase / (Decrease)		**N/A**	**N/A**	**N/A**		**$528,521**	**$528,521**	**$0**			
% Increase / (Decrease)		**N/A**	**N/A**	**N/A**		**11.5%**	**13.6%**	**0.0%**			
Buy Up Plan						***Eliminate Buy Up Plan***					
Employee Only	*46*	$883.53	$696.21	$187.32	$46.83	$776.28	$776.28	$0.00	$0.00	-$46.83	-100%
Employee + One	*14*	$1,733.35	$1,030.87	$702.48	$175.62	$1,522.57	$1,187.91	$334.66	$83.66	-$91.96	-52%
Employee + Family	*0*	$2,550.74	$1,352.93	$1,197.81	$299.45	$2,240.76	$1,584.04	$656.72	$164.18	-$135.27	-45%
Monthly Premium	***60***	**$64,909**	**$46,458**	**$18,451**		**$57,025**	**$52,339**	**$4,685**			
Annual Premium		**$778,911**	**$557,496**	**$221,415**		**$684,296**	**$628,074**	**$56,223**			
Annual $ Increase / (Decrease)		**N/A**	**N/A**	**N/A**		**-$94,615**	**$70,578**	**-$165,192**			
% Increase / (Decrease)		**N/A**	**N/A**	**N/A**		**-12.1%**	**12.7%**	**-74.6%**			
Total Medical Premium	***442***										
Monthly Premium		**$447,895**	**$370,928**	**$76,968**		**$484,054**	**$420,853**	**$63,202**			
Annual Premium		**$5,374,744**	**$4,451,133**	**$923,611**		**$5,808,650**	**$5,050,231**	**$758,419**			
Annual $ Increase / (Decrease)		**N/A**	**N/A**	**N/A**		**$433,906**	**$599,098**	**-$165,192**			
% Increase / (Decrease)		**N/A**	**N/A**	**N/A**		**8.1%**	**13.5%**	**-17.9%**			

City of Cocoa
Dental Evaluation
Effective: October 1, 2019

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		CURRENT		RENEWAL	
SCHEDULE OF BENEFITS		**Cigna Dental PPO**		**Cigna Dental PPO**	
Plan Basics		***In Network***	***Out of Network***	***In Network***	***Out of Network***
Annual Benefit Maximum		$1,500		$1,500	
Deductibles					
Single		$25	$25	$25	$25
Family		$50	$50	$50	$50
Deductible Waived for Preventative Services		Yes	Yes	Yes	Yes
Benefits					
Preventative		100%	100%	100%	100%
Basic		80%	80%	80%	80%
Major		50%	50%	50%	50%
Orthodontic (Children & Adult)		50%		50%	
Service Information					
Out of Network Benefits Payable Level		80th Percentile		80th Percentile	
Waiting Period (Timely Entrants)		None		None	
Orthodontic Lifetime Max		$2,000		$2,000	
Rate Guarantee		**Expires 9/30/2019**		**9/30/2020**	
Monthly Premium					
Employee	354	$31.72		$31.72	
Employee + One	91	$79.71		$79.71	
Employee + 2 or More	130	$109.44		$109.44	
Monthly Premium	**575**	**$32,710**		**$32,710**	
Annual Premium		**$392,516**		**$392,516**	
$ Increase (Decrease)		**N/A**		**$0**	
% Increase (Decrease)		**N/A**		**0.0%**	

Legislation Details (With Text)

File #:	19-304	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/18/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 12, 2019 and end May 28, 2020. (Police Chief).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2019 Rockledge Crossing Guard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 18, 2019
Agenda Date: July 10, 2019
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 12, 2019 and end May 28, 2020.

BACKGROUND:

Pursuant to Section 163.01, Florida Statues, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern. To that end, the City of Rockledge will perform crossing guard services for students crossing from and to the Cities of Cocoa and Rockledge to attend McNair Middle School and Emma Jewel Charter Academy. In turn, the City of Cocoa will provide the City of Rockledge financial assistance to offset costs associated with said crossing guard services. This agreement was originally initiated in 2006 and it is desired by both parties to renew and continue this service agreement beginning August 12, 2019 and ending May 28, 2020.

STRATEGIC PLAN CONNECTION:

Public Safety

BUDGETARY IMPACT:

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

Amount Requested	$5,900.00
Account Number	001-2100-521.34-00_
Account Name	Contract Services_

PREVIOUS ACTION:

Council previously approved a similar agenda item on June 12, 2018, file # 18-195, Version 1.

RECOMMENDED MOTION:

Approve a multi-year interlocal agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services for the school year commencing August 12, 2019 and end May 28, 2020.

INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019, by and between the **CITY OF COCOA**, a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Cocoa") and **CITY OF ROCKLEDGE**, a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter "Rockledge").

W I T N E S S E T H:

WHEREAS, this Agreement is authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern; and

WHEREAS, Cocoa has traditionally provided for crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street; and

WHEREAS, due to circumstances beyond its control, Cocoa is unable to retain the required personnel to sufficiently staff this crossing guard location; and

WHEREAS, students living in Cocoa and Rockledge attend Ronald McNair Middle School located in Rockledge on Rosa L. Jones Street; and

WHEREAS, in the spirit of intergovernmental cooperation and assistance, Rockledge agrees to provide a state certified school crossing guard at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of providing for student's safe travel to and from Ronald McNair Middle School; and

WHEREAS, Cocoa agrees to provide Rockledge with financial assistance as set forth herein to offset Rockledge's costs; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter

set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of the following conditions precedent:

   2.1 The complete execution of this Agreement by the parties.

   2.2 The approval of this Agreement by both the City Council of Cocoa and the City Council of Rockledge.

   2.3 The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **REPRESENTATIONS OF COCOA.** Cocoa makes the following representations to Rockledge:

   3.1 Cocoa 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 governmental functions and operations set forth in this Agreement.

   3.2 Cocoa has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by Cocoa, (i) has been duly authorized by the City Council of Cocoa; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Cocoa, except as otherwise provided herein.

4. **REPRESENTATIONS OF ROCKLEDGE.** Rockledge makes the following representations to Cocoa:

   4.1 Rockledge is duly organized and in good standing under the laws of the State of Florida, and is duly authorized to carry on the governmental functions and operations set forth in this Agreement.

   4.2 Rockledge has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and

performance hereof by Rockledge (i) has been duly authorized by the City Council of Rockledge; and (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of Rockledge, except as otherwise provided herein.

5. **STATUTORY AUTHORITY.** This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Brevard County, Florida, by Cocoa and Cocoa shall provide Rockledge a recorded copy of the Interlocal Agreement upon receipt from the Clerk of the Circuit Court.

6. **TERM; TERMINATION.** This Agreement shall be for a term of one (1) school year, commencing on the first day of the school year and terminating on the last day of the school year. This Agreement shall be renewable annually by mutual written consent of Cocoa and Rockledge. Notwithstanding, either party may terminate this Agreement with thirty (30) days written notice to the other party.

7. **DUTIES AND OBLIGATIONS OF ROCKLEDGE.**

7.1 Rockledge agrees to provide school crossing guard services at the intersection of Fiske Boulevard and Rosa L. Jones Street for the purpose of accommodating the safe travel of students traveling to and from Ronald McNair Middle School located within Rockledge on Rosa L. Jones Street.

7.2 Rockledge agrees to provide a state-certified school crossing guard and any equipment necessary for the crossing guard to carry out his or her official duties.

7.3 Rockledge shall deliver to Cocoa an itemized invoice of fees and costs incurred for any crossing guard services provided pursuant to this Agreement.

8. **DUTIES AND OBLIGATIONS OF COCOA.**

8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Such compensation shall not exceed Thirty Dollars ($30.00) per day such crossing guard services are provided or Five Thousand Nine Hundred Dollars ($5,900.00) per school year.

8.2 Cocoa shall make payment of any moneys due by it directly to Rockledge. Cocoa shall remit payment to Rockledge no later than thirty (30) business days after receipt of an invoice.

9. **MISCELLANEOUS TERMS AND CONDITIONS.**

9.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:
City of Cocoa
City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Rockledge:
City of Rockledge
City Manager
1600 Huntington Lane
Rockledge, FL 32955-2660
Telephone: (321) 690-3978
Facsimile: (321) 690-3987

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered, or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if delivery is not accepted) of the same at the address where the same is to be given, delivered, or made.

9.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

9.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, such provision or a portion thereof shall be deemed severable, and it shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

9.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

9.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

9.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

9.7 Integration. 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. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

9.8 Attorney's Fees. In the event that any party brings suit to enforce any of the provisions of this Agreement, each party agrees to bear its own costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial, post judgment, or an appeal.

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

9.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel, in performing its obligations pursuant to the terms and conditions of this Agreement.

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

9.12 Assignment Prohibited; Third Parties. Unless otherwise agreed in writing by Cocoa and Rockledge, this Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Cocoa and Rockledge, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Cocoa and Rockledge and not for the benefit of any other party.

9.13 General Liability and Other Insurance. Cocoa and Rockledge shall each maintain in force, at all times during the term of this Agreement, a general liability insurance policy.

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

CITY OF COCOA, FLORIDA

By: _____
JAKE WILLIAMS, JR.
Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

CITY OF ROCKLEDGE, FLORIDA

By: _____
THOMAS J. PRICE
Mayor

ATTEST:

By: _____
Lisa C. Nicholas
Public Relations Officer/City Clerk

Legislation Details (With Text)

File #:	19-290	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/12/2019			**In control:**	City Council
On agenda:	7/10/2019			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May 2019 Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 12, 2019
Agenda Date: July 10, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending May 2019 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This May 2019 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2019 Budget by Classification Report - Summary Listing

5/31/2019

Target for May 2019 is 67%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 6,928,658	$ 1,271,471	84%
OTHER PERMITS AND FEES	$ 3,342,581		$ 2,689,815	$ 652,766	80%
INTERGOVERNMENTAL	$ 2,367,439		$ 1,364,457	$ 1,002,982	58%
CHARGES FOR SERVICES	$ 11,529,432		$ 7,534,384	$ 3,995,048	65%
FINES AND FORFEITURES	$ 26,000		$ 16,847	$ 9,153	65%
MISCELLANEOUS	$ 944,938		$ 967,263	$ (22,325)	102%
OTHER SOURCES (NON-REVENUE)	$ 17,739,297		$ 5,642,220	$ 12,097,077	32%
REVENUE TOTALS	**$ 44,149,816**		**$ 25,143,643**	**$ 19,006,173**	**57%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,453,496	$ 813	$ 13,906,251	$ 9,546,432	59%
OPERATING EXPENDITURES	$ 10,841,862	$ 2,210,712	$ 5,779,961	$ 2,851,189	74%
CAPITAL OUTLAY	$ 1,724,685	$ 150,423	$ 1,127,702	$ 446,560	74%
GRANTS, AIDS AND OTHER	$ 8,129,773	$ -	$ 1,056,986	$ 7,072,787	13%
EXPENSE TOTALS	**$ 44,149,816**	**$ 2,361,948**	**$ 21,870,900**	**$ 19,916,968**	**55%**
REVENUE TOTALS	**$ 44,149,816**	**$ -**	**$ 25,143,643**	**$ 19,006,173**	**57%**
EXPENSE TOTALS	**$ 44,149,816**	**$ 2,361,948**	**$ 21,870,900**	**$ 19,916,968**	**55%**
	$ -	**$ (2,361,948)**	**$ 3,272,743**	**$ (910,795)**	

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	121,557.21	27	3,664,488	5,282,858.53	144	5,496,736	213,877.47
20 00	DELINQUENT TAXES	1,250	11,165.14	893	10,000	11,065.32	111	15,000	3,934.68
25 00	PENALTIES RE: TAXES	416	3,381.97	813	3,328	8,038.39	242	5,000	3,038.39-
30 00	TAX CERTIFICATES	15,000	.00		120,000	.00		180,000	180,000.00
311 **	AD VALOREM	474,727	136,104.32	29	3,797,816	5,301,962.24	140	5,696,736	394,773.76
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	90,107.71	266	270,664	340,831.72	126	406,000	65,168.28
312 **	SALES USE AND FUEL TAXES	33,833	90,107.71	266	270,664	340,831.72	126	406,000	65,168.28
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	93,573.76	97	772,664	701,403.62	91	1,159,007	457,603.38
30 00	WATER-COCOA	27,888	30,576.47	110	223,104	228,593.35	103	334,667	106,073.65
40 00	GAS	1,666	1,726.90	104	13,328	13,179.77	99	20,000	6,820.23
80 00	PROPANE	1,251	2,111.50	169	10,008	18,486.89	185	15,013	3,473.89-
314 **	UTILITY SERVICE TAX	127,388	127,988.63	101	1,019,104	961,663.63	94	1,528,687	567,023.37
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	35,908.26	107	269,136	175,365.32	65	403,706	228,340.68
315 **	COMMUNICATION SERVICE TAX	33,642	35,908.26	107	269,136	175,365.32	65	403,706	228,340.68
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	1,819.09	13	110,000	148,834.98	135	165,000	16,165.02
316 **	LOCAL BUSINESS TAX	13,750	1,819.09	13	110,000	148,834.98	135	165,000	16,165.02
310 ***	TAXES	683,340	391,928.01	57	5,466,720	6,928,657.89	127	8,200,129	1,271,471.11
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	17,323.10	104	133,328	169,046.02	127	200,000	30,953.98
10 00	TRAINING SURCHARGE	66	.00		528	646.71	123	800	153.29
322 **	BUILDING PERMITS	16,732	17,323.10	104	133,856	169,692.73	127	200,800	31,107.27
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	62,456.67	91	548,424	387,356.13	71	822,639	435,282.87
40 00	GAS	1,210	2,420.96	200	9,680	17,739.95	183	14,520	3,219.95-
70 00	SOLID WASTE	15,365	15,664.64	102	122,920	127,489.25	104	184,385	56,895.75
323 **	FRANCHISE FEES	85,128	80,542.27	95	681,024	532,585.33	78	1,021,544	488,958.67
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	76,346.98	47	1,297,488	1,974,389.51	152	1,946,237	28,152.51-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	719.34	433	1,328	737.96	56	2,000	1,262.04
12 03	PENALTIES	166	2,163.90	1304	1,328	2,644.16	199	2,000	644.16-
12 04	TAX CERTIFICATES	12,500	.00		100,000	.00		150,000	150,000.00
12 *	SERVICE	175,018	79,230.22	45	1,400,144	1,977,771.63	141	2,100,237	122,465.37
325 **	SPECIAL ASSESSMENT	175,018	79,230.22	45	1,400,144	1,977,771.63	141	2,100,237	122,465.37
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	125.00	8	13,328	7,295.50	55	20,000	12,704.50
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	100.00		0	2,470.00		0	2,470.00-
329 **	OTHER PERMITS & FEES	1,666	225.00	14	13,328	9,765.50	73	20,000	10,234.50
320 ***	OTHER PERMITS & FEES	278,544	177,320.59	64	2,228,352	2,689,815.19	121	3,342,581	652,765.81
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	.00		69,328	78,000.00	113	104,000	26,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		16,584	23,464.00	142	24,879	1,415.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	760	.00		6,080	2,910.76	48	9,130	6,219.24
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	10,071	3,488.60	35	80,568	22,428.80	28	120,863	98,434.20
20 16	INTERNET CRIMES GRANT	833	.00		6,664	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		12,000	18,000.00	150	18,000	.00
20 18	EMS DATA COLLECTION-BEMO	6,108	.00		12,216	.00		36,650	36,650.00
20 *	PUBLIC SAFETY	30,011	3,488.60	12	203,440	144,803.56	71	323,522	178,718.44
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	25,113.65		0	99,602.09		0	99,602.09-
50 02	EDA-2018-DISASTER-11.307	3,750	.00		30,000	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		49,126	.00		77,200	77,200.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
50	*	ECONOMIC ENVIRONMENT	10,768	25,113.65	233	79,126	99,602.09	126	122,200	22,597.91
70	01	NPS CIVIL RIGHTS GRANT	4,166	.00		33,328	.00		50,000	50,000.00
331	**	FEDERAL GRANTS	44,945	28,602.25	64	315,894	244,405.65	77	495,722	251,316.35
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	3,333	32,823.41	985	26,664	56,286.21	211	40,000	16,286.21-
333	**	PAYMENT IN LIEU OF TAXES	3,333	32,823.41	985	26,664	56,286.21	211	40,000	16,286.21-
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	4,185.61		0	10,865.28		0	10,865.28-
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	04	DEO-19-THREATASSESS-P0299	2,222	.00		11,110	.00		20,000	20,000.00
50	*	ECONOMIC ENVIRONMENT	2,222	4,185.61	188	11,110	10,865.28	98	20,000	9,134.72
90	30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334	**	STATE GRANT	2,222	4,185.61	188	11,110	10,865.28	98	20,000	9,134.72
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,666	45,369.85	109	333,328	317,588.98	95	500,000	182,411.02
12	20	8TH CNT MUNICIPAL GAS TAX	12,916	13,605.65	105	103,328	95,239.55	92	155,000	59,760.45
12	*	STATE REVENUE SHARING	54,582	58,975.50	108	436,656	412,828.53	95	655,000	242,171.47
14	00	MOBILE HOME LICENSES	1,666	780.25	47	13,328	18,742.00	141	20,000	1,258.00
15	00	ALCOHOLIC BEVERAGE	1,809	19,138.85	1058	14,472	19,163.32	132	21,717	2,553.68
18	00	LOCAL GOVERNMENT 1/2 CENT	90,833	107,882.65	119	726,664	584,573.48	80	1,090,000	505,426.52
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	4,230.00		0	4,230.00-
22	00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	2,083	.00		16,664	13,362.40	80	25,000	11,637.60
335	**	STATE SHARED REVENUES	150,973	186,777.25	124	1,207,784	1,052,899.73	87	1,811,717	758,817.27
337		GRANTS FROM LOCAL UNITS								
20	01	BC EMS GRANT	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	201,473	252,388.52	125	1,561,452	1,364,456.87	87	2,367,439	1,002,982.13
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00
15	00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21	00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23	00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30	00	ADMINISTRATIVE FEES	475,140	475,141.00	100	3,801,120	3,801,128.00	100	5,701,690	1,900,562.00
31	00	ADMIN FEES STORMWATER	7,861	7,862.00	100	62,888	62,896.00	100	94,343	31,447.00
40	00	CERTIFY/COPY/SEARCH	8,333	11,753.60	141	66,664	64,515.67	97	100,000	35,484.33
90	12	PASSPORT EXECUTION FEES	583	595.00	102	4,664	4,025.00	86	7,000	2,975.00
341	**	GENERAL GOVERNMENT	491,917	495,351.60	101	3,935,336	3,932,564.67	100	5,903,033	1,970,468.33
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	1,666	.00		13,328	33,731.25	253	20,000	13,731.25-
90	00	OTHER PUBLIC SAFETY	0	.00		0	450.00		0	450.00-
90	01	FALSE ALARM FEES	925	340.00	37	7,400	5,880.00	80	11,100	5,220.00
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	925	340.00	37	7,400	6,330.00	86	11,100	4,770.00
342	**	PUBLIC SAFETY	2,591	340.00	13	20,728	40,061.25	193	31,100	8,961.25-
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	35,159	39,746.24	113	281,272	275,526.24	98	421,913	146,386.76
37	11	ROCKLEDGE	22,210	24,027.68	108	177,680	165,435.04	93	266,528	101,092.96
37	12	SUN LAKE	292	324.80	111	2,336	2,186.24	94	3,515	1,328.76
37	13	CLNY PK-M.I.UTIL CO.	157	159.04	101	1,256	1,111.04	89	1,895	783.96
37	16	COCOA BEACH	9,171	9,269.92	101	73,368	104,467.80	142	110,063	5,595.20
37	17	CAPE CANAVERAL	7,571	7,593.76	100	60,568	53,056.43	88	90,856	37,799.57
37	18	TITUSVILLE	330	344.96	105	2,640	2,445.27	93	3,961	1,515.73
37	*	WATER BILLING SERVICES	74,890	81,466.40	109	599,120	604,228.06	101	898,731	294,502.94
39	01	SERVICE CHARGES	34,666	34,636.61	100	277,328	244,434.30	88	416,000	171,565.70
39	03	ADMIN CHARGES	33,333	36,060.30	108	266,664	244,770.30	92	400,000	155,229.70

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 04	PENALTIES	72,916	64,332.46	88	583,328	538,002.57	92	875,000	336,997.43
39 05	NSF CHECKS	2,960	2,436.35	82	23,680	22,348.91	94	35,525	13,176.09
39 *	WATER OTHER INCOME	143,875	137,465.72	96	1,151,000	1,049,556.08	91	1,726,525	676,968.92
41 10	GARBAGE REVENUES	173,241	164,003.79	95	1,385,928	1,335,107.73	96	2,078,903	743,795.27
41 20	RECYCLING REVENUE	18,065	17,996.64	100	144,520	146,666.40	102	216,789	70,122.60
41 30	GREEN WASTE	15,449	15,359.52	99	123,592	125,424.09	102	185,394	59,969.91
41 *	GARBAGE COLLECTION	206,755	197,359.95	96	1,654,040	1,607,198.22	97	2,481,086	873,887.78
45 10	BILLING FEE - WEST WASTE	8,058	8,253.40	102	64,464	58,186.66	90	96,697	38,510.34
45 20	SALE - RECYCLING MATERIAL	166	965.33	582	1,328	993.48	75	2,000	1,006.52
45 *	GARBAGE - OTHER REVENUE	8,224	9,218.73	112	65,792	59,180.14	90	98,697	39,516.86
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		34,888	26,168.00	75	52,336	26,168.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	.00		129,288	107,307.00	83	193,934	86,627.00
90 *	OTHER PHYSICAL ENVIRON	20,522	.00		164,176	133,475.00	81	246,270	112,795.00
343 **	PHYSICAL ENVIRONMENT	454,266	425,510.80	94	3,634,128	3,453,637.50	95	5,451,309	1,997,671.50
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	3,350.54	73	36,664	30,438.64	83	55,000	24,561.36
39 11	TENANT MAINTENANCE FEES	116	95.96	83	928	884.24	95	1,400	515.76
39 20	COCOA CIVIC CENTER	3,333	3,471.87	104	26,664	36,508.56	137	40,000	3,491.44
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	335.00	20	13,328	15,076.42	113	20,000	4,923.58
39 *	OTHER CULTURAL SERVICES	9,698	7,253.37	75	77,584	82,907.86	107	116,400	33,492.14
40 01	COCOA VILLAGE 10% GROSS	1,250	100.00	8	10,000	650.00	7	15,000	14,350.00
40 05	PERMIT FEES	208	2,000.00	962	1,664	9,185.00	552	2,500	6,685.00-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	2,100.00	144	11,664	9,835.00	84	17,500	7,665.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
50 10	EVENT FEES	382	.00		3,056	2,777.94	91	4,590	1,812.06
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	.00		3,664	12,600.00	344	5,500	7,100.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	.00		6,720	15,377.94	229	10,090	5,287.94-
347 **	CULTURE/RECREATION	11,996	9,353.37	78	95,968	108,120.80	113	143,990	35,869.20
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349 **	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340 ***	CHARGES FOR SERVICES	960,770	930,555.77	97	7,686,160	7,534,384.22	98	11,529,432	3,995,047.78
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50 00	800 MHZ FINES	0	.00		0	.00		0	.00
90 00	OTHER	2,166	3,241.48	150	17,328	16,846.51	97	26,000	9,153.49
351 **	JUDGMENTS AND FINES	2,166	3,241.48	150	17,328	16,846.51	97	26,000	9,153.49
354	LOCAL ORDINANCE VIOLATION								
00 00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354 **	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355	FEDERAL								
00 00	FEDERAL	0	.00		0	.00		0	.00
355 **	FEDERAL	0	.00		0	.00		0	.00
356	STATE								
00 00	STATE	0	.00		0	.00		0	.00
356 **	STATE	0	.00		0	.00		0	.00
350 ***	FINES AND FORFEITURES	2,166	3,241.48	150	17,328	16,846.51	97	26,000	9,153.49
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	4,166	22,055.70	529	33,328	76,608.28	230	50,000	26,608.28-
20 00	DIVIDENDS	0	3,096.49-		0	255.41		0	255.41-
38 00	NET INC/DEC FMV INVEST	0	.00		0	7,373,944.62-		0	7,373,944.62

+ Accounting

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
40 00	GAIN/LOSS SALE INVEST	0	.00		0	118.36-		0	118.36
40 02	UNREALIZED GAIN/LOSS	0	.00		0	30,391.06		0	30,391.06-
40 *	GAIN/LOSS SALE INVEST	0	.00		0	30,272.70		0	30,272.70-
361 **	INTEREST & OTHER EARNINGS	4,166	18,959.21	455	33,328	7,266,808.23-	1804	50,000	7,316,808.23
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,432	3,585.73	34	83,456	77,544.12	93	125,186	47,641.88
362 **	RENT AND ROYALTIES	10,432	3,585.73	34	83,456	77,544.12	93	125,186	47,641.88
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	6,849.55		0	6,849.55-
10 00	GAIN/LOSS	0	.00		0	110.67		0	110.67-
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	6,960.22		0	6,960.22-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	128,328	480,150.00	374	192,500	287,650.00-
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	128,328	480,150.00	374	192,500	287,650.00-
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	.00		102,752	.00		154,135	154,135.00
22 00	FIRE STATE CONTRIBUTION	10,895	.00		87,160	.00		130,749	130,749.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	23,739	.00		189,912	.00		284,884	284,884.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	4,415.43	71	50,000	69,045.41	138	75,000	5,954.59
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	3,155.00	52	48,376	21,600.00	45	72,568	50,968.00
90 03	CODE ENF ABATE/DEMO REV	6,250	10,310.00	165	50,000	102,836.78	206	75,000	27,836.78-
90 04	MISC. POLICE REVENUES	0	422.92		0	1,697.22		0	1,697.22-
90 05	INVESTIGATIVE COSTS REIM	4,775	8,698.68	182	38,200	41,812.19	110	57,300	15,487.81
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	.00		3,328	300.00	9	5,000	4,700.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	625	1,500.00	240	5,000	5,400.00	108	7,500	2,100.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,363	28,502.03	117	194,904	242,691.60	125	292,368	49,676.40
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	52,780.29		0	52,780.29-
369 **	OTHER MISC REVENUES	24,363	28,502.03	117	194,904	295,471.89	152	292,368	3,103.89-
360 ***	MISCELLANEOUS REVENUES	78,741	61,463.97	78	629,928	6,406,682.00-	1017	944,938	7,351,620.00
						+ 7373944.62	= 967,262.62		(22,325)
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	.00		35,208	52,819.76	150	52,820	.24
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	311	.00		1,555	.00		2,800	2,800.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,712	.00		36,763	52,819.76	144	55,620	2,800.24
381 **	INTERFUND TRANSFER	4,712	.00		36,763	52,819.76	144	55,620	2,800.24
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	590,999	590,999.00	100	4,727,992	4,727,992.00	100	7,091,990	2,363,998.00
40 01	6% PILOFF	107,675	107,676.00	100	861,400	861,408.00	100	1,292,109	430,701.00
40 *	CONTRIBUTIONS	698,674	698,675.00	100	5,589,392	5,589,400.00	100	8,384,099	2,794,699.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
382		CONTRIBUTIONS ENTERPRISE								
382	**	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	5,589,392	5,589,400.00	100	8,384,099	2,794,699.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
00	00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
385		PROCEEDS REFUNDING BONDS								
00	00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	16,292	.00		130,336	.00		195,509	195,509.00
90	20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90	*	NON OPERATING SOURCES	16,292	.00		130,336	.00		195,509	195,509.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	774,435	.00		6,006,334	.00		9,104,069	9,104,069.00
99	*	BALANCE FORWARD	774,435	.00		6,006,334	.00		9,104,069	9,104,069.00
389	**	NON OPERATING SOURCES	790,727	.00		6,136,670	.00		9,299,578	9,299,578.00
380	***	OTHER SOURCES(NON-REV)	1,494,113	698,675.00	47	11,762,825	5,642,219.76	48	17,739,297	12,097,077.24
FUND TOTAL		GENERAL FUND	3,699,147	2,515,573.34	68	29,352,765	17,769,698.44	61	44,149,816	26,380,117.56

25,143,643

19,006,173

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	ERROR	2628	2550.00	97	21024	20051.84	95	.00	31542	11490.16	64
11 **	ERROR	2628	2550.00	97	21024	20051.84	95	.00	31542	11490.16	64
12-00	REGULAR SALARIES & WAGES	992040	1019037.88	103	8020975	7020208.43	88	.00	11989266	4969057.57	59
12-06	SALARIES/CONTRACTUAL	2206	1015.00	46	15986	26175.00	164	.00	24810	1365.00-	106
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	23036	5131.40	22	48088	145814.46	303	.00	140236	5578.46-	104
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1017282	1025184.28	101	8085049	7192197.89	89	.00	12154312	4962114.11	59
13-00	OTHER SALARIES & WAGES	90403	80856.49	89	655322	533758.42	81	.00	1016978	483219.58	53
13 **	OTHER SALARIES & WAGES	90403	80856.49	89	655322	533758.42	81	.00	1016978	483219.58	53
14-00	OVERTIME	31837	35364.84	111	253090	205793.55	81	.00	380534	174740.45	54
14-01	COMP TIME	833	.00	0	6664	143.76	2	.00	10000	9856.24	1
14 **	OVERTIME	32670	35364.84	108	259754	205937.31	79	.00	390534	184596.69	53
15-00	SPECIAL PAY	29725	30860.73	104	235742	213321.57	91	.00	354649	141327.43	60
15 **	SPECIAL PAY	29725	30860.73	104	235742	213321.57	91	.00	354649	141327.43	60
20-00	STATE GOVT	1778	.00	0	13510	10786.32	80	.00	20650	9863.68	52
20 **	STATE GOVT	1778	.00	0	13510	10786.32	80	.00	20650	9863.68	52
21-00	FICA TAXES	87248	87727.02	101	680940	606603.15	89	.00	1030066	423462.85	59
21 **	FICA TAXES	87248	87727.02	101	680940	606603.15	89	.00	1030066	423462.85	59
22-00	RETIREMENT CONTRIBUTIONS	86541	62874.61	73	681421	700410.95	103	.00	1027668	327257.05	68
22-01	LICENSED POLICE/FIRE	196119	204024.61	104	1568952	1416508.43	90	.00	2353438	936929.57	60
22-02	STATE CONTRIBUTIONS	21600	.00	0	198460	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	1285.97	112	9224	7422.67	81	.00	13837	6414.33	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	305413	268185.19	88	2458057	2124342.05	86	.00	3679827	1555484.95	58
23-00	LIFE/HEALTH INSURANCE	327500	819433.30	250	2597220	2514702.05	97	813.00	3907321	1391805.95	64
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	327500	819433.30	250	2597220	2514702.05	97	813.00	3907321	1391805.95	64
24-00	WORKER'S COMPENSATION	51206	48382.11	95	409561	339091.90	83	.00	614499	275407.10	55
24 **	WORKER'S COMPENSATION	51206	48382.11	95	409561	339091.90	83	.00	614499	275407.10	55
25-00	UNEMPLOYMENT COMPENSATION	416	223.72	54	3328	223.72	7	.00	5000	4776.28	5
25 **	UNEMPLOYMENT COMPENSATION	416	223.72	54	3328	223.72	7	.00	5000	4776.28	5
27-00	BENEFIT OFFSET	21201	18790.00	89	163312	145235.00	89	.00	248118	102883.00	59
27 **	BENEFIT OFFSET	21201	18790.00	89	163312	145235.00	89	.00	248118	102883.00	59
31-00	PROFESSIONAL SERVICES	50311	10031.49	20	353745	129865.49	37	165765.12	555042	259411.39	53
31-01	LEGAL EXPENSES	52827	47388.23	90	313614	306971.38	98	205307.07	524921	12642.55	98
31-02	MEDICAL SERVICES	3525	1040.34	30	28200	27184.70	96	11511.59	42310	3613.71	92
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	9000	13500.00	150	.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	14749.45	99	119696	106119.55	89	73430.45	179550	.00	100
31 **	PROFESSIONAL SERVICES	122750	73209.51	60	824255	583641.12	71	456014.23	1315323	275667.65	79
32-00	ACCOUNTING & AUDITING	3333	.00	0	26664	40000.00	150	.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	26664	40000.00	150	.00	40000	.00	100
34-00	CONTRACT SERVICES	92464	55376.45	60	700528	584054.58	83	331235.23	1070446	155156.19	86
34-01	created by mistake	0	.00	0	0	.00	0	.00	0	.00	0
34-02	FDEP-RESILIENCY4190120	7018	.00	0	49126	.00	0	77200.00	77200	.00	100
34-03	DEO-19-THREATASSESS-P0299	157222	174040.17	111	1251110	1125212.89	90	5000.00	1880000	749787.11	60
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	8346	.00	0	60076	38940.00	65	54516.00	93456	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	265050	229416.62	87	2060840	1748207.47	85	467951.23	3121102	904943.30	71
39-00	CONTINGENCY	23501-	.00	0	179483	.00	0	.00	85475	85475.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	26682	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	19054-	.00	0	206165	.00	0	.00	85475	85475.00	0
40-00	TRAVEL & PER DIEM	5235	4290.53	82	41880	20557.29	49	.00	62905	42347.71	33
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	4290.53	82	41880	20557.29	49	.00	62905	42347.71	33
41-00	COMMUNICATION	17797	11168.31	63	141143	105394.81	75	65224.05	212374	41755.14	80
41 **	COMMUNICATION	17797	11168.31	63	141143	105394.81	75	65224.05	212374	41755.14	80
42-00	POSTAGE & FREIGHT	36036	29142.09	81	288288	221568.77	77	179697.32	432538	31271.91	93
42 **	POSTAGE & FREIGHT	36036	29142.09	81	288288	221568.77	77	179697.32	432538	31271.91	93
43-00	ELECTRIC/WATER/SEWER	59464	52105.23	88	470246	365382.71	78	297886.12	708136	44867.17	94
43 **	ELECTRIC/WATER/SEWER	59464	52105.23	88	470246	365382.71	78	297886.12	708136	44867.17	94
44-00	RENTALS AND LEASES	12454	4962.12	40	104144	102618.65	99	11356.21	154001	40026.14	74
44 **	RENTALS AND LEASES	12454	4962.12	40	104144	102618.65	99	11356.21	154001	40026.14	74
45-00	INSURANCE	35993	.00	0	287944	310776.81	108	.00	431976	121199.19	72
45 **	INSURANCE	35993	.00	0	287944	310776.81	108	.00	431976	121199.19	72
46-00	REPAIRS & MAINTENANCE	95611	37438.70	39	765798	644130.03	84	397506.00	1148286	106649.97	91
46-02	REPAIR/MAINT BUILDING	23657	11925.34	50	187300	147297.00	79	24715.92	281926	109913.08	61
46-03	REPAIR/MAINT-VEHICLES	19376	3881.59	20	154726	123894.24	80	3484.87	232295	104915.89	55

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-05	HYDRANT FEES	16894	17459.28	103	135152	139674.24	103	.00	202734	63059.76	69
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	155538	70704.91	46	1242976	1054995.51	85	425706.79	1865241	384538.70	79
47-00	PRINTING & BINDING	12067	9148.15	76	97309	71240.56	73	57063.04	145640	17336.40	88
47 **	PRINTING & BINDING	12067	9148.15	76	97309	71240.56	73	57063.04	145640	17336.40	88
48-00	PROMOTIONAL ACTIVITIES	2704	934.42	35	23621	17113.15	72	323.75	34467	17030.10	51
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	6664	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3537	934.42	26	30285	17113.15	57	323.75	44467	27030.10	39
49-00	OTHER CHARGES & OBLIG.	38482	6241.08	16	208260	236497.60	114	68595.32	362248	57155.08	84
49-02	ADVERTISING	68	299.85	441	544	299.85	55	.00	825	525.15	36
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	520.00	42	10000	915.48	9	.00	15000	14084.52	6
49-07	BAD DEBT EXPENSE	12499	5476.88-	44-	99992	41224.70-	41-	.00	150000	191224.70	28-
49-08	CASH OVER/SHORT	0	4.23	0	0	13.95	0	.00	0	13.95-	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	13328	10000.00	75	.00	20000	10000.00	50
49 **	OTHER CHARGES & OBLIG.	53965	1588.28	3	332124	206502.18	62	68595.32	548073	272975.50	50
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	82976	10185.72	12	639017	591683.28	93	90818.21	971059	288557.51	70
52-02	UNIFORMS	1727	488.52	28	13816	17974.58	130	1005.42	20730	1750.00	92
52-05	EMS 1st RESP-CONSUM SUPP	2596	2245.25	87	26432	17628.53	67	10458.98	36818	8730.49	76
52-07	JANITORIAL SUPPLIES	2513	1687.59	67	20104	14811.25	74	935.00	30186	14439.75	52

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-10	HEATING FUEL	266	205.06	77	1762	1720.10	98	924.90	2825	180.00	94
52-11	JAG GRANT	2764	21000.00	760	13820	21000.00	152	.00	24879	3879.00	84
52-30	FUEL, OIL, & LUBRICANTS	21621	16538.57	77	172968	113248.84	66	.00	259511	146262.16	44
52-33	EMPLOYEE HEALTH CENTER	7600	6268.88	83	60800	40366.34	66	50833.66	91200	.00	100
52 **	OPERATING SUPPLIES	122063	58619.59	48	948719	818432.92	86	154976.17	1437208	463798.91	68
53-00	ROAD MATERIALS/SUPPLIES	1250	4866.01	389	10000	16149.70	162	1480.10	15000	2629.80-	118
53 **	ROAD MATERIALS/SUPPLIES	1250	4866.01	389	10000	16149.70	162	1480.10	15000	2629.80-	118
54-00	MEMBERSHIP/PUBLICATIONS	5444	3254.00	60	43504	50294.23	116	.00	65393	15098.77	77
54 **	MEMBERSHIP/PUBLICATIONS	5444	3254.00	60	43504	50294.23	116	.00	65393	15098.77	77
55-00	TRAINING	9164	5781.65	63	73594	46075.74	63	6680.00	110360	57604.26	48
55-01	EDA PROGRAM	833	504.77	61	6664	1009.54	15	.00	10000	8990.46	10
55 **	TRAINING	9997	6286.42	63	80258	47085.28	59	6680.00	120360	66594.72	45
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	1228.00	0	1228.00-	0
56-16	EMS DATA COLLECTION-BEMO	6108	.00	0	12216	.00	0	16530.00	36650	20120.00	45
56 **	TECHNOLOGY SYSTEMS	6108	.00	0	12216	.00	0	17758.00	36650	18892.00	49
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	80025	2050.00	3	602607	621772.98	103	.00	922700	300927.02	67
63 **	INFRASTRUCTURE	80025	2050.00	3	602607	621772.98	103	.00	922700	300927.02	67
64-00	MACHINERY AND EQUIPMENT	56389	21203.25	38	463928	433819.21	94	123022.00	689531	132689.79	81
64-01	JAG GRANT	691-	.00	0	2764	.00	0	.00	0	.00	0
64-15	IT HARDWARE	7256	.00	0	66065	57109.44	86	27401.10	95134	10623.46	89
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	62954	21203.25	34	532757	490928.65	92	150423.10	784665	143313.25	82
68-10	SFTWR & OTHER INTANGIBLES	1024	.00	0	13211	15000.00	114	.00	17320	2320.00	87
68 **	INTANGIBLE ASSETS	1024	.00	0	13211	15000.00	114	.00	17320	2320.00	87
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	667320	1000986.00	150	.00	1000986	.00	100
81 **	AIDS TO GOVT AGENCY	83415	.00	0	667320	1000986.00	150	.00	1000986	.00	100
82-01	ECON DEV INCENTIVE CONTR	857	.00	0	2571	6000.00	233	.00	6000	.00	100
82 **	AID PRIVATE ORGANIZATION	857	.00	0	2571	6000.00	233	.00	6000	.00	100
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	15115	.00	0	85205	50000.00	59	.00	145673	95673.00	34
83 **	OTHER GRANTS AND AIDS	15115	.00	0	85205	50000.00	59	.00	145673	95673.00	34
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	19405	.00	0	155240	.00	0	.00	232864	232864.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	2350000	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	1146160	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	1000000	.00	0	.00	1500000	1500000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	581425	.00	0	4651400	.00	0	.00	6977114	6977114.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3701312	3000507.12	81	29386850	21870900.01	74	2361948.43	44149816	19916967.56	55
GRAND	TOTAL *********										
		3701312	3000507.12	81	29386850	21870900.01	74	2361948.43	44149816	19916967.56	55

FY 2019 Budget by Classification Report - Summary Listing

5/31/2019

Target for May 2019 is 67%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 1,732,700	$ 343,289	83%
CHARGES FOR SERVICES	$ 57,603,822		$ 41,076,776	$ 16,527,046	71%
MISCELLANEOUS	$ 225,039		$ 479,713	$ (254,674)	213%
OTHER SOURCES (NON-REVENUE)	$ 9,403,435		$ 927,975	$ 8,475,460	10%
REVENUE TOTALS	**$ 69,308,285**	-	**$ 44,217,164**	**$ 25,091,121**	**64%**
EXPENSE					
SALARIES AND BENEFITS	$ 15,165,873	$ -	$ 8,830,072	$ 6,335,801	58%
OPERATING EXPENDITURES	$ 25,359,546	$ 6,271,010	$ 12,912,342	$ 6,176,194	76%
CAPITAL OUTLAY	$ 9,219,852	$ 4,587,729	$ 1,424,993	$ 3,207,130	65%
GRANTS, AIDS AND OTHER	$ 19,563,014	$ -	$ 15,094,327	$ 4,468,687	77%
EXPENSE TOTALS	**$ 69,308,285**	**$ 10,858,739**	**$ 38,261,734**	**$ 20,187,812**	71%
REVENUE TOTALS	**$ 69,308,285**	**$ -**	**$ 44,217,164**	**$ 25,091,121**	**64%**
EXPENSE TOTALS	**$ 69,308,285**	**$ 10,858,739**	**$ 38,261,734**	**$ 20,187,812**	**71%**
	$ -	**$ (10,858,739)**	**$ 5,955,430**	**$ 4,903,309**	

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	90,200.00	113	639,280	897,025.00	140	958,928	61,903.00
03 11	WATER - COMMERCIAL	83,172	27,125.00	33	665,376	696,100.00	105	998,067	301,967.00
03 20	SEWER - RESIDENTIAL	892	22,700.00	2545	7,136	116,450.00	1632	10,710	105,740.00-
03 21	SEWER - COMMERCIAL	9,023	7,500.00	83	72,184	23,125.00	32	108,284	85,159.00
03 *	IMPACT FEES	172,997	147,525.00	85	1,383,976	1,732,700.00	125	2,075,989	343,289.00
324 **	IMPACT FEES	172,997	147,525.00	85	1,383,976	1,732,700.00	125	2,075,989	343,289.00
320 ***	OTHER PERMITS & FEES	172,997	147,525.00	85	1,383,976	1,732,700.00	125	2,075,989	343,289.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	78,063.19		0	78,063.19-
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	78,063.19		0	78,063.19-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	13,010.53		0	13,010.53-
334 **	STATE GRANT	0	.00		0	13,010.53		0	13,010.53-
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	91,073.72		0	91,073.72-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,679,790.90	115	32,488,640	34,356,091.52	106	48,732,963	14,376,871.48
33 00	WATER CONNECTION FEE	20,000	41,263.00	206	160,000	391,005.99	244	240,000	151,005.99-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	41,263.00	206	160,000	391,005.99	244	240,000	151,005.99-
36 00	WATER HYDRANT FEES	226,051	274,182.94	121	1,808,408	2,196,287.46	121	2,712,623	516,335.54
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	300.00	226	1,064	4,800.00	451	1,600	3,200.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,879.27	131	96,664	126,671.20	131	145,000	18,328.80
39 08	JUMPER METERS	58	50.00	86	464	650.00	140	700	50.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	4,500.00	450	8,000	28,100.00	351	12,000	16,100.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	328	343.36	105	500	156.64
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	20,784.69	156	106,520	160,564.56	151	159,800	764.56-
51 00	SEWER SALES	449,347	483,837.27	108	3,594,776	3,709,313.76	103	5,392,166	1,682,852.24
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	483,837.27	108	3,594,776	3,709,313.76	103	5,392,166	1,682,852.24
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	709.53	138	4,128	5,749.68	139	6,200	450.32
60 00	REUSE WATER	29,422	32,937.01	112	235,376	237,543.33	101	353,070	115,526.67
60 01	REUSE WATER INSTALLATION	583	1,202.56	206	4,664	20,220.04	434	7,000	13,220.04-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	34,139.57	114	240,040	257,763.37	107	360,070	102,306.63
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	5,534,707.90	115	38,402,512	41,076,776.34	107	57,603,822	16,527,045.66
340 ***	CHARGES FOR SERVICES	4,800,314	5,534,707.90	115	38,402,512	41,076,776.34	107	57,603,822	16,527,045.66
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	13,228	5,356.65	41	105,824	50,167.78	47	158,739	108,571.22
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	5,356.65	41	105,824	50,168.01	47	158,739	108,570.99
20 00	DIVIDENDS	0	.00		0	857.16		0	857.16-
38 00	NET INC/DEC FMV INVEST	0	.00		0	16,335,171.31-		0	16,335,171.31
40 00	GAIN/LOSS SALE INVEST	0	.00		0	189.60-		0	189.60
40 02	UNREALIZED GAIN/LOSS	0	.00		0	54,618.17		0	54,618.17-
40 *	GAIN/LOSS SALE INVEST	0	.00		0	54,428.57		0	54,428.57-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
361 **	INTEREST & OTHER EARNINGS	13,228	5,356.65	41	105,824	16,229,717.57-	5337	158,739	16,388,456.57
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		864	1,300.00	151	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		10,000	25,849.35	259	15,000	10,849.35-
10 00	GAIN/LOSS	0	.00		0	12,978.56		0	12,978.56-
364 **	DISPOSITION FIXED ASSETS	1,250	.00		10,000	38,827.91	388	15,000	23,827.91-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	1,603.30	193	6,664	6,311.50	95	10,000	3,688.50
365 **	SALES OF SURPLUS SCRAP	833	1,603.30	193	6,664	6,311.50	95	10,000	3,688.50
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	5,623.08	169	26,664	331,904.04	1245	40,000	291,904.04-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	5,623.08	169	26,664	331,904.04	1245	40,000	291,904.04-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	10,295.50		0	10,295.50-
369 **	OTHER MISC REVENUES	3,333	5,623.08	169	26,664	342,199.54	1283	40,000	302,199.54-
360 ***	MISCELLANEOUS REVENUES	18,752	12,583.03	67	150,016	15,841,078.62-	560	225,039	16,066,117.62
						388,638.95			163,600
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	350,456.27		0	350,456.27-
91 26	WS CPTL PROJ 2018B (426)	318,988	.00		1,594,940	.00		2,870,896	2,870,896.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	318,988	.00		1,594,940	350,456.27	22	2,870,896	2,520,439.73

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
381 **	INTERFUND TRANSFER	318,988	.00		1,594,940	350,456.27	22	2,870,896	2,520,439.73
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	34,600.00		0	145,525.00		0	145,525.00-
82 00	CONTRIBUTION S MAINLAND	0	6,215.86		0	147,518.47		0	147,518.47-
83 00	CONTRIBUTION VIERA	0	25,667.53		0	284,475.17		0	284,475.17-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	25,667.53		0	284,475.17		0	284,475.17-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	451,056	.00		4,728,296	.00		6,532,539	6,532,539.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	451,056	.00		4,728,296	.00		6,532,539	6,532,539.00
389 **	NON OPERATING SOURCES	451,056	66,483.39	15	4,728,296	577,518.64	12	6,532,539	5,955,020.36
380 ***	OTHER SOURCES(NON-REV)	770,044	66,483.39	9	6,323,236	927,974.91	15	9,403,435	8,475,460.09
FUND TOTAL	WATER/SEWER ENTERPRISE	5,762,107	5,761,299.32	100	46,259,740	27,987,446.35	61	69,308,285	41,320,838.65

44,217,104

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	727719	758971.50	104	5841270	5034091.27	86	.00	8752187	3718095.73	58
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	1865	1892.07	102	3730	13273.76	356	.00	11182	2091.76-	119
12 **	REGULAR SALARIES & WAGES	729584	760863.57	104	5845000	5047365.03	86	.00	8763369	3716003.97	58
13-00	OTHER SALARIES & WAGES	46592	50568.40	109	369484	312477.01	85	.00	555883	243405.99	56
13 **	OTHER SALARIES & WAGES	46592	50568.40	109	369484	312477.01	85	.00	555883	243405.99	56
14-00	OVERTIME	40229	46319.82	115	321832	345518.84	107	.00	482784	137265.16	72
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	46319.82	115	321832	345518.84	107	.00	482784	137265.16	72
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1695	360.00	21	11774	18994.23	161	.00	18575	419.23-	102
20 **	CLOTHING/SHOE ALLOWANCE	1695	360.00	21	11774	18994.23	161	.00	18575	419.23-	102
21-00	FICA TAXES	60337	63814.75	106	482696	421452.74	87	.00	724098	302645.26	58
21 **	FICA TAXES	60337	63814.75	106	482696	421452.74	87	.00	724098	302645.26	58
22-00	RETIREMENT CONTRIBUTIONS	111416	77279.63	69	696784	782765.69	112	.00	1142470	359704.31	69
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	111416	77279.63	69	696784	782765.69	112	.00	1142470	359704.31	69
23-00	LIFE/HEALTH INSURANCE	215001	209464.59	97	1720008	1294317.38	75	.00	2580051	1285733.62	50
23-02	LIFE/HEALTH RETIREES	19783	166556.94	842	158264	244737.73	155	.00	237406	7331.73-	103
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	234784	376021.53	160	1878272	1539055.11	82	.00	2817457	1278401.89	55
24-00	WORKER'S COMPENSATION	41496	35728.83	86	331968	273643.78	82	.00	497975	224331.22	55

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41496	35728.83	86	331968	273643.78	82	.00	497975	224331.22	55
25-00	UNEMPLOYMENT COMPENSATION	416	275.00	66	3328	3300.00	99	.00	5000	1700.00	66
25 **	UNEMPLOYMENT COMPENSATION	416	275.00	66	3328	3300.00	99	.00	5000	1700.00	66
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13477	12750.00	95	104354	85500.00	82	.00	158262	72762.00	54
27 **	BENEFIT OFFSET	13477	12750.00	95	104354	85500.00	82	.00	158262	72762.00	54
31-00	PROFESSIONAL SERVICES	44194	19309.00	44	310925	79067.23	25	114303.54	487724	294353.23	40
31-01	LEGAL EXPENSES	6666	518.00	8	53328	6438.00	12	18562.00	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	38256	52947.07	138	324002	239748.43	74	226863.07	477042	10430.50	98
31-33	EMPLOYEE HEALTH CENTER	10762	10609.26	99	86096	76331.73	89	52818.27	129150	.00	100
31 **	PROFESSIONAL SERVICES	99878	83383.33	84	774351	401585.39	52	412546.88	1173916	359783.73	69
32-00	ACCOUNTING & AUDITING	3333	.00	0	26664	40000.00	150	.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	26664	40000.00	150	.00	40000	.00	100
34-00	CONTRACT SERVICES	112283	23436.68	21	904198	141947.27	16	135802.76	1353375	1075624.97	21
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	3801120	3801128.00	100	.00	5701690	1900562.00	67
34 **	CONTRACT SERVICES	587423	498577.68	85	4705318	3943075.27	84	135802.76	7055065	2976186.97	58
39-00	CONTINGENCY	2340-	.00	0	666393	.00	0	.00	657054	657054.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	2340-	.00	0	666393	.00	0	.00	657054	657054.00	0
40-00	TRAVEL AND PER DIEM	2583	4344.52	168	20664	9842.77	48	.00	31041	21198.23	32
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2583	4344.52	168	20664	9842.77	48	.00	31041	21198.23	32
41-00	COMMUNICATION	9979	9174.88	92	79832	73421.58	92	42710.36	119773	3641.06	97
41 **	COMMUNICATION	9979	9174.88	92	79832	73421.58	92	42710.36	119773	3641.06	97
42-00	FREIGHT & POSTAGE SERVICE	3192	279.73-	9-	25346	19453.51	77	7421.60	38149	11273.89	70
42 **	FREIGHT & POSTAGE SERVICE	3192	279.73-	9-	25346	19453.51	77	7421.60	38149	11273.89	70
43-00	ELECTRIC/WATER/SEWER	188983	140952.21	75	1511864	981340.65	65	1254962.35	2267816	31513.00	99
43 **	ELECTRIC/WATER/SEWER	188983	140952.21	75	1511864	981340.65	65	1254962.35	2267816	31513.00	99
44-00	RENTAL AND LEASES	2744	614.10	22	21952	16893.28	77	1600.00	32950	14456.72	56
44 **	RENTAL AND LEASES	2744	614.10	22	21952	16893.28	77	1600.00	32950	14456.72	56
45-00	INSURANCE	35632	.00	0	285056	319203.21	112	.00	427618	108414.79	75
45 **	INSURANCE	35632	.00	0	285056	319203.21	112	.00	427618	108414.79	75
46-00	REPAIRS & MAINTENANCE	654048	596993.30	91	4806980	4082430.71	85	2452322.89	7423213	888459.40	88
46-02	REPAIR/MAINT BUILDING	35250	2433.86	7	283876	51606.76	18	.00	424891	373284.24	12
46-03	REPAIR/MAINT-VEHICLES	16330	3381.17	21	127478	117478.44	92	4189.00	192842	71174.56	63
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	705628	602808.33	85	5218334	4251515.91	82	2456511.89	8040946	1332918.20	83
47-00	PRINTING & BINDING	605	23.25	4	4826	451.25	9	3073.08	7280	3755.67	48
47 **	PRINTING & BINDING	605	23.25	4	4826	451.25	9	3073.08	7280	3755.67	48
48-00	PROMOTIONAL ACTIVITIES	1666	200.00	12	13328	4103.46	31	.00	20000	15896.54	21
48 **	PROMOTIONAL ACTIVITIES	1666	200.00	12	13328	4103.46	31	.00	20000	15896.54	21
49-00	OTHER CHARGES & OBLIG.	3309	1244.74	38	26472	17385.79	66	661.75	39755	21707.46	45
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	3927.38-	27-	116664	46309.40-	40-	.00	175000	221309.40	27-
49-08	CASH OVER & UNDER	25	4.01-	16-	200	216.01	108	.00	300	83.99	72
49-09	DOCUMENT RECORDING CHGS	250	351.70	141	2000	142.90-	7-	.00	3000	3142.90	5-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	18167	2334.95-	13-	145336	28850.50-	20-	661.75	218055	246243.75	13-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	62027	51724.67	83	482172	559113.79	116	55667.50	730294	115512.71	84
52-07	JANITORIAL SUPPLIES	852	448.12	53	6816	3596.41	53	.00	10240	6643.59	35
52-09	CHEMICALS	323863	292010.68	90	2590904	2033893.40	79	1780461.07	3886360	72005.53	98
52-30	FUEL OIL & LUBRICANTS	26611	25497.25	96	212888	166864.86	78	42313.59	319370	110191.55	66
52-33	EMPLOYEE HEALTH CENTER	5466	4509.21	83	43728	28996.11	66	36603.89	65600	.00	100
52 **	OPERATING SUPPLIES	418819	374189.93	89	3336508	2792464.57	84	1915046.05	5011864	304353.38	94
53-00	ROAD MATERIALS/SUPPLIES	3748	5465.52	146	29984	9507.93	32	28694.72	45000	6797.35	85
53 **	ROAD MATERIALS/SUPPLIES	3748	5465.52	146	29984	9507.93	32	28694.72	45000	6797.35	85
54-00	MEMBERSHIP/PUBLICATIONS	3083	45.00	2	24664	31763.45	129	.00	37026	5262.55	86
54 **	MEMBERSHIP/PUBLICATIONS	3083	45.00	2	24664	31763.45	129	.00	37026	5262.55	86
55-00	TRAINING	11028	5207.02	47	84338	46570.23	55	11979.00	128493	69943.77	46
55-01	EDA PROGRAM	625	.00	0	5000	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11653	5207.02	45	89338	46570.23	52	11979.00	135993	77443.77	43
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	43328	.00	0	.00	65000	65000.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	5416	.00	0	43328	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	652313	331785.88	51	5378531	918497.68	17	4052877.56	7987811	3016435.76	62
63 **	INFRASTRUCTURE	652313	331785.88	51	5378531	918497.68	17	4052877.56	7987811	3016435.76	62
64-00	MACHINERY & EQUIPMENT	76440	165079.50	216	567545	500649.24	88	352670.28	873343	20023.48	98
64-15	IT HARDWARE	419	.00	0	8293	.00	0	.00	10000	10000.00	0
64 **	MACHINERY & EQUIPMENT	76859	165079.50	215	575838	500649.24	87	352670.28	883343	30023.48	97
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	23789	1815.08	8	188541	5846.02	3	182181.07	283698	95670.91	66
68 **	INTANGIBLE ASSETS	23789	1815.08	8	188541	5846.02	3	182181.07	283698	95670.91	66
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	1797.93	0	0	464881.18	0	.00	0	464881.18-	0
73 **	OTHER DEBT SERVICE COST	0	1797.93	0	0	464881.18	0	.00	0	464881.18-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	664	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	664	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	4727992	4727992.00	100	.00	7091990	2363998.00	67
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	930092	.00	0	7457548	9040046.01	121	.00	11177915	2137868.99	81
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	1521091	590999.00	39	12185540	13768038.01	113	.00	18269905	4501866.99	75
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	861400	861408.00	100	.00	1292109	430701.00	67
95 **	NONOPERATING	107675	107676.00	100	861400	861408.00	100	.00	1292109	430701.00	67
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5762028	4345506.01	75	46259092	38261734.52	83	10858739.35	69308285	20187811.13	71
GRAND	TOTAL *********										
		5762028	4345506.01	75	46259092	38261734.52	83	10858739.35	69308285	20187811.13	71

FY 2019 Budget by Classification Report - Summary Listing

5/31/2019

Target for May 2019 is 67%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 1,125,050	$ 354,660	76%
MISCELLANEOUS	$ 23,856		$ 2,407	$ 21,449	10%
OTHER SOURCES (NON-REVENUE)	$ 323,784		$ -	$ 323,784	0%
REVENUE TOTALS	**$ 1,827,350**	**-**	**$ 1,127,457**	**$ 699,893**	**62%**
EXPENSE					
SALARIES AND BENEFITS	$ 709,711	$ -	$ 385,424	$ 324,287	54%
OPERATING EXPENDITURES	$ 550,678	$ 125,412	$ 245,862	$ 179,404	67%
CAPITAL OUTLAY	$ 566,961	$ 203,703	$ 1,808	$ 361,450	36%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,827,350**	**$ 329,115**	**$ 633,094**	**$ 865,141**	**53%**
REVENUE TOTALS	**$ 1,827,350**	**$ -**	**$ 1,127,457**	**$ 699,893**	**62%**
EXPENSE TOTALS	**$ 1,827,350**	**$ 329,115**	**$ 633,094**	**$ 865,141**	**53%**
	$ -	**$ (329,115)**	**$ 494,363**	**$ (165,248)**	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		13,904	.00		20,856	20,856.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		13,904	.00		20,856	20,856.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		13,904	.00		20,856	20,856.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
343 **	PHYSICAL ENVIRONMENT	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
340 ***	CHARGES FOR SERVICES	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	250	403.37	161	2,000	1,600.69	80	3,000	1,399.31
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	403.37	161	2,000	1,600.69	80	3,000	1,399.31
20 00	DIVIDENDS	0	32.05-		0	7.09		0	7.09-
38 00	NET INC/DEC FMV INVEST	0	.00		0	193,463.82-		0	193,463.82
40 00	GAIN/LOSS SALE INVEST	0	.00		0	3.36-		0	3.36
40 02	UNREALIZED GAIN/LOSS	0	.00		0	802.75		0	802.75-
40 *	GAIN/LOSS SALE INVEST	0	.00		0	799.39		0	799.39-
361 **	INTEREST & OTHER EARNINGS	250	371.32	149	2,000	191,056.65-	9553	3,000	194,056.65

2407.17

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	371.32	149	2,000	191,056.65-	9553	3,000	194,056.65
						2407.17			
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		155,240	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		155,240	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		155,240	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	10,433	.00		49,193	.00		90,920	90,920.00
99 *	BALANCE FORWARD	10,433	.00		49,193	.00		90,920	90,920.00
389 **	NON OPERATING SOURCES	10,433	.00		49,193	.00		90,920	90,920.00
380 ***	OTHER SOURCES(NON-REV)	29,838	.00		204,433	.00		323,784	323,784.00
FUND TOTAL	STORMWATER UTILITY	155,135	117,960.26	76	1,206,809	933,992.97	77	1,827,350	893,357.03

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		13,904	.00		20,856	20,856.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		13,904	.00		20,856	20,856.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		13,904	.00		20,856	20,856.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
343 **	PHYSICAL ENVIRONMENT	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
340 ***	CHARGES FOR SERVICES	123,309	117,588.94	95	986,472	1,125,049.62	114	1,479,710	354,660.38
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	250	403.37	161	2,000	1,600.69	80	3,000	1,399.31
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	403.37	161	2,000	1,600.69	80	3,000	1,399.31
20 00	DIVIDENDS	0	32.05-		0	7.09		0	7.09-
38 00	NET INC/DEC FMV INVEST	0	.00		0	193,463.82-		0	193,463.82
40 00	GAIN/LOSS SALE INVEST	0	.00		0	3.36-		0	3.36
40 02	UNREALIZED GAIN/LOSS	0	.00		0	802.75		0	802.75-
40 *	GAIN/LOSS SALE INVEST	0	.00		0	799.39		0	799.39-
361 **	INTEREST & OTHER EARNINGS	250	371.32	149	2,000	191,056.65-	9553	3,000	194,056.65

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	371.32	149	2,000	191,056.65-	9553	3,000	194,056.65
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		155,240	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		155,240	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		155,240	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	10,433	.00		49,193	.00		90,920	90,920.00
99 *	BALANCE FORWARD	10,433	.00		49,193	.00		90,920	90,920.00
389 **	NON OPERATING SOURCES	10,433	.00		49,193	.00		90,920	90,920.00
380 ***	OTHER SOURCES(NON-REV)	29,838	.00		204,433	.00		323,784	323,784.00
FUND TOTAL	STORMWATER UTILITY	155,135	117,960.26	76	1,206,809	933,992.97	77	1,827,350	893,357.03

1,127,456.79

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	33154	15012.94	45	265232	224286.53	85	.00	397853	173566.47	56
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	33154	15012.94	45	265232	224286.53	85	.00	397853	173566.47	56
13-00	OTHER SALARIES & WAGES	3674	4192.75	114	29392	28510.73	97	.00	44089	15578.27	65
13 **	OTHER SALARIES & WAGES	3674	4192.75	114	29392	28510.73	97	.00	44089	15578.27	65
14-00	OVERTIME	416	358.85	86	3328	2822.69	85	.00	5000	2177.31	57
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	358.85	86	3328	2822.69	85	.00	5000	2177.31	57
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	360	240.00	67	.00	550	310.00	44
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	360	240.00	67	.00	550	310.00	44
21-00	FICA TAXES	2710	1695.86	63	21230	19030.45	90	.00	32076	13045.55	59
21 **	FICA TAXES	2710	1695.86	63	21230	19030.45	90	.00	32076	13045.55	59
22-00	RETIREMENT CONTRIBUTIONS	3483	2044.54	59	27864	24027.40	86	.00	41798	17770.60	58
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	2044.54	59	27864	24027.40	86	.00	41798	17770.60	58
23-00	LIFE/HEALTH INSURANCE	10071	1759.72	18	80568	52433.70	65	.00	120858	68424.30	43
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	10071	1759.72	18	80568	52433.70	65	.00	120858	68424.30	43
24-00	WORKER'S COMPENSATION	4833	1856.11	38	38664	29502.35	76	.00	58003	28500.65	51
24 **	WORKER'S COMPENSATION	4833	1856.11	38	38664	29502.35	76	.00	58003	28500.65	51

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	941	270.00-	29-	5722	4570.00	80	.00	9484	4914.00	48
27 **	BENEFIT OFFSET	941	270.00-	29-	5722	4570.00	80	.00	9484	4914.00	48
31-00	PROFESSIONAL SERVICES	32387	45416.00	140	141886	87176.00	61	97607.00	271441	86658.00	68
31-01	LEGAL EXPENSES	41	.00	0	328	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	517.51	99	4200	3723.51	89	2576.49	6300	.00	100
31 **	PROFESSIONAL SERVICES	32953	45933.51	139	146414	90899.51	62	100183.49	278241	87158.00	69
34-00	CONTRACT SERVICES	600	2062.79	344	4800	2862.55	60	4200.24	7200	137.21	98
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	62888	62896.00	100	.00	94343	31447.00	67
34 **	CONTRACT SERVICES	8461	9924.79	117	67688	65758.55	97	4200.24	101543	31584.21	69
39-00	CONTINGENCY	180	.00	0	3690	.00	0	.00	4415	4415.00	0
39 **	CONTINGENCY	180	.00	0	3690	.00	0	.00	4415	4415.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	3200	1311.64	41	.00	4800	3488.36	27
40 **	TRAVEL & PER DIEM	400	.00	0	3200	1311.64	41	.00	4800	3488.36	27
41-00	COMMUNICATION	102	100.24	98	816	629.82	77	594.18	1224	.00	100
41 **	COMMUNICATION	102	100.24	98	816	629.82	77	594.18	1224	.00	100
42-00	POSTAGE & FREIGHT	62	107.45	173	496	217.45	44	175.00	750	357.55	52
42 **	POSTAGE & FREIGHT	62	107.45	173	496	217.45	44	175.00	750	357.55	52
43-00	ELECTRIC/WATER/SEWER	1492	1001.70	67	11480	7172.44	63	10709.10	17456	425.54-	102
43 **	ELECTRIC/WATER/SEWER	1492	1001.70	67	11480	7172.44	63	10709.10	17456	425.54-	102
44-00	RENTALS AND LEASES	416	.00	0	3328	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	3328	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	412	.00	0	3296	6372.74	193	.00	4954	1418.74-	129
45 **	INSURANCE	412	.00	0	3296	6372.74	193	.00	4954	1418.74-	129

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3049	3735.99	123	24848	15539.72	63	382.16	37044	21122.12	43
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	.00	0	23772	31496.42	133	.00	35873	4376.58	88
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6074	3735.99	62	48620	47036.14	97	382.16	72917	25498.70	65
47-00	PRINTING & BINDING	83	.00	0	664	571.21	86	.00	1000	428.79	57
47 **	PRINTING & BINDING	83	.00	0	664	571.21	86	.00	1000	428.79	57
49-00	OTHER CHARGES & OBLIG.	208	.00	0	1664	516.67	31	.00	2500	1983.33	21
49-07	BAD DEBT EXPENSE	833	131.03-	16-	6664	1947.46-	29-	.00	10000	11947.46	20-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	131.03-	13-	8328	1430.79-	17-	.00	12500	13930.79	11-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	1178	2472.56	210	9424	7748.66	82	7373.40	14144	978.06-	107
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	2532.19	133	15288	12942.45	85	.00	22934	9991.55	56
52-33	EMPLOYEE HEALTH CENTER	266	220.02	83	2128	1405.18	66	1794.82	3200	.00	100
52 **	OPERATING SUPPLIES	3355	5224.77	156	26840	22096.29	82	9168.22	40278	9013.49	78
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	91	.00	0	728	650.00	89	.00	1100	450.00	59
54 **	MEMBERSHIP/PUBLICATIONS	91	.00	0	728	650.00	89	.00	1100	450.00	59
55-00	TRAINING	375	164.01	44	3000	1715.01	57	.00	4500	2784.99	38
55 **	TRAINING	375	164.01	44	3000	1715.01	57	.00	4500	2784.99	38
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	40299	.00	0	405759	1808.00	0	203702.94	566961	361450.06	36
63 **	INFRASTRUCTURE	40299	.00	0	405759	1808.00	0	203702.94	566961	361450.06	36
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	155123	92712.20	60	1206707	630231.86	52	329115.33	1827350	868002.81	53
GRAND	TOTAL *********	155123	92712.20	60	1206707	630231.86	52	329115.33	1827350	868002.81	53

FY 2019 Budget by Classification Report - Summary Listing

5/31/2019

Target for May 2019 is 67%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 139,154	$ (139,154)	100%
OTHER SOURCES (NON-REVENUE)	$ 26,717,181		$ 41,472,377	$ (14,755,196)	155%
REVENUE TOTALS	**$ 26,717,181**	**$ -**	**$ 41,611,531**	**$ (14,894,350)**	**156%**
EXPENSE					
CAPITAL OUTLAY	$ 26,717,181	$ 1,073,843	$ 1,363,645	$ 24,279,693	9%
EXPENSE TOTALS	**$ 26,717,181**	**$ 1,073,843**	**$ 1,363,645**	**$ 24,279,693**	**9%**
REVENUE TOTALS	**$ 26,717,181**	**$ -**	**$ 41,611,531**	**$ (14,894,350)**	**156%**
EXPENSE TOTALS	**$ 26,717,181**	**$ 1,073,843**	**$ 1,363,645**	**$ 24,279,693**	**9%**
	$ -	**$ (1,073,843)**	**$ 40,247,886**	**$ (39,174,043)**	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	74,355.74		0	139,154.44		0	139,154.44-
38 00	NET INC/DEC FMV INVEST	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	74,355.74		0	139,154.44		0	139,154.44-
360 ***	MISCELLANEOUS REVENUES	0	74,355.74		0	139,154.44		0	139,154.44-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,390,175	.00		17,156,490	.00		26,717,181	26,717,181.00
99 *	BALANCE FORWARD	2,390,175	.00		17,156,490	.00		26,717,181	26,717,181.00
389 **	NON OPERATING SOURCES	2,390,175	.00		17,156,490	.00		26,717,181	26,717,181.00
380 ***	OTHER SOURCES(NON-REV)	2,390,175	.00		17,156,490	41,472,377.00	242	26,717,181	14,755,196.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,390,175	74,355.74	3	17,156,490	41,611,531.44	243	26,717,181	14,894,350.44-

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2071186	45765.88	2	15561545	1363645.07	9	1073842.89	23846285	21408797.04	10
63 **	INFRASTRUCTURE	2071186	45765.88	2	15561545	1363645.07	9	1073842.89	23846285	21408797.04	10
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	318988	.00	0	1594940	.00	0	.00	2870896	2870896.00	0
91 **	INTERFUND TRANSFER	318988	.00	0	1594940	.00	0	.00	2870896	2870896.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2390174	45765.88	2	17156485	1363645.07	8	1073842.89	26717181	24279693.04	9
GRAND	TOTAL *********										
		2390174	45765.88	2	17156485	1363645.07	8	1073842.89	26717181	24279693.04	9