City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, May 24, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-196 Approve the Agenda for the Regular meeting of May 24, 2016, as presented or with amendments.

Attachments: 05-24-16.pdf

MINUTES:

II.2 16-197 Approve the Minutes of the Regular meeting of April 26, 2016, as written or with amendments.

Attachments: Minutes 04-26-16.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-204 Recognition of the City of Cocoa for its Trash Bash 2016 participation and receiving the events two top honors, most pounds of trash collected (10,112lbs) and number of volunteers (402). Also, to recognize two non-profit organizations for their participation and award them for their continuing efforts to serve the needs of the citizens of Cocoa FL. (Community Services Director)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-183 To Authorize the City Manager to Approve Change Order #1 to Purchase Order Number 67710 issued to Graybar for Additional Materials and Labor Associated with the Replacement of Lights. (Utilities Director)

Attachments: Revised WFO quote for PO.pdf

V.2 16-192 Approval to participate in a cooperative purchasing agreement with the City of Tallahassee for the purchase and installation of vehicle emergency equipment utilizing Dana Safety Supply contract 1489 for the New Fire Rescue Truck. (Public Works Director)

Attachments: SO176322 COCOC COMBINED FIRE RESCUE UPFIT.pdf
TALLAHASSEE- CONTRACT1489.pdf
COCOA FIRE SQ # 147861-C - - OCFR Drawing NOT FINAL BASE.pdf
S-31 F450 C&B LAYOUT DANA.pdf

V.3 16-207 Approve a resolution waiving the competitive bidding process, by reason of sole source, for the purchase of City of Cocoa Welcome Signs(PW15WS) from Kendal Signs, Rockledge, FL; Approve a resolution amending the FY2016 Budget to transfer funds to complete the remaining signs and have them installed. (Public Works Director)

Attachments: Kendal Signs Quote for Welcome Signs.pdf
Resolution No. 2016-54 Sole Source - Kendal Signs
Resolution No. 2016-55.pdf
BAF-PW-Welcome Signs (5-24-16) Agenda 16-207.pdf
SS-PW-KendalSigns(5-11-16).pdf

VI. PUBLIC HEARINGS:

VI.1 16-199 Ordinance No.11-2016/ 2nd & Final Reading: Granting Cross Brands Manufacturing, LLC an ad valorem tax abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company. (Community Services Director)

Attachments: 11-2016 Ordinance AVT (Cross Brands Manufacturing, LLC).pdf
Economic Incentive App (Cross-Brands Mfg LLC).pdf
AVT Economic Incentive Agmt Cross Brands Manufacturing LLC.pdf

VI.2 16-205 Ordinance No.12-2016/ 2nd & Final Reading: Granting Project Citizen Kane an Ad Valorem Tax (AVT) Abatement of forty (40) percent for five (5) years and authorize the City Manager to execute an AVT Economic Incentive Agreement with the Company. (Community Services Director)

Attachments: Ordinance No. 12-2016 AVT Project Citizen Kane (Walmart).pdf
Economic Incentive App (Wal-Mart Stores East LP).pdf
AVT Economic Incentive Agmt Project Citizen Kane (Wal-Mart Stores East, LP).

VI.3 16-210 Ordinance No. 08-2016/1st Reading: Amending the Future Land Use Map designation of one (1) parcel from "Medium Density Residential" to "Neighborhood Commercial." (Community Services Director)

Attachments: Ordinance No. 08-2016 FLUM Rosa L Jones.pdf
Exhibit A Legal Description.pdf
820RosaLJonesDr_FLUBoth_AGIS103.pdf

VI.4 16-213 Ordinance No. 09-2016/1st Reading: Amending the Zoning of the subject parcel from RU-1-7 Residential to PS (Professional, Offices and Services. (Community Services Director)

Attachments: Ordinance No. 09-2016 Rezoning - Rosa L Jones.pdf
Exhibit A Legal Description.pdf
820RosaLJonesDr_Zoning_AGIS103.pdf

VI.5 16-214 Ordinance No.10-2016/1st Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (Community Services Director)

Attachments: Ordinance No. 10-2016 Waterfront Overlay Ordinance.pdf
WaterfrontOverlay_20160505.pdf

VII. COUNCIL BUSINESS:

VII.1 16-190 Approve the requested July 6-7, 2016 Road Closure in association with the Cocoa Rotary Foundation Boys and Girls Club Fundraiser. (Community Services Director)

Attachments: Multi_Year_Current_Road_Closures
CocoaRotoryFoundationBoysGirlsClubBenefit

VII.2 16-201 Approve the Reappointment of Mr. Mathew Ford as a Regular member of the Board of Adjustment through May, 2019. (Administrative Services Director)

Attachments: Ford Reappointment application.pdf
BOA Roster.pdf

VII.3 16-202 Approve the Reappointment of Mr. Jim Gifford as a regular member of the Code Enforcement Board through June, 2019. (Administrative Services Director)

Attachments: Gifford Reappointment application.pdf
Code Enforcement Board roster.pdf

VII.4 16-203 Approve the reappointment of Mr. Thomas Yardley as a regular member of the US 1 RDA through June, 2020. (Administrative Services Director)

Attachments: Yardley Reappointment application.pdf
US 1 RDA Roster.pdf

VII.5 16-216 To approve the work plan portion of the Strategic Plan and adopt the City of Cocoa 5 year Strategic Plan. (City Manager)

Attachments: STRATEGIC PLAN- Work Plan.docx

VIII. CITY BUSINESS:

VIII.1 16-189 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a used 2015 G930C Volvo Motor Grader from Flagler Construction Equipment LLC, Orlando, Florida; To Approve a Resolution Amending the FY16 Budget. (Public Works Director)

Attachments: CM-SIGNED SALE QUOTE.pdf
LETTER OF INTENT TO PURCHASE - COCOA.pdf
710- A Champion 02671 7 Bill of Sale - City Of Cocoa 5-5-16.pdf
G930-C 583012 ORDER - City Of Cocoa 5-5-16.pdf
G930-C 583012 QUOTE With 710-A Trade - City Of Cocoa 5-5-16.pdf
SS-4020 3540-FLAGLER EQUIP (5-6-16).pdf
SS Resolution 2016-50.pdf
Budget Resolution 2016-51.pdf
BAF-UT-Purchase of Motor Grader (5-24-15) Agenda 16-189.pdf

VIII.2 16-200 Approve an Economic Development Incentive (EDI) Fund for Cross Brands Manufacturing, LLC in the amount of $300 new per job created (estimated to be a total of $18,000), and authorize the City Manager to execute an Economic Incentive Agreement. (Community Services Director)

Attachments: Economic Incentive App (Cross-Brands Mfg LLC).pdf
Exhibit A EDI Fund Econ Incentive Agreement.pdf
Cross Brands Ec Development Incentive Grant Agreement.pdf

VIII.3 16-206 Approve a Resolution adjusting the FY 2016 Budget, based on the Mid-Year Budget Review. (Finance Director)

Attachments: Resolution No. 2016-52.pdf
BAF-CM-Council Health (5-24-16) Agenda 16-206.pdf
BAF-PD-Police Mid Year Analysis (5-24-16) Agenda 16-206.pdf

VIII.4 16-208 Approve an economic cash incentive in the amount of $2,000,000 to be awarded in $500,000 increments upon completion of the specified benchmarks, and authorize the City Manager to finalize and execute an Economic Incentive Agreement consistent with the City Council's authorization. (Community Services Director)

Attachments: Economic Incentive App (Wal-Mart Stores East LP).pdf
FINAL Walmart Ec Development Incentive Agreement (Clean)

VIII.5 16-209 Approve a Resolution amending the FY 16 Budget and associated Budget forms, approve a Resolution endorsing purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value, approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services, and to Authorize the City Manager to execute documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area. (Public Works Director)

Attachments: TO-PW-ISS-2016-01 (4.25.2016) $40245.pdf
Task Order - Conceputal Approval Permit & Emma Jewell Basin 4-15-16.pdf
Resolution No. 2016-53.pdf
BAF-PW-Emma Jewell (5-24-16) Agenda 16-209.pdf

VIII.6 16-217 Approval of a contract to purchase property located at 6 Forrest Avenue; approve the City Manager to execute documents, approval of a Budget Resolution to amend the Fiscal Year 2016 Budget using General Fund Reserves. (Public Works Director)

Attachments: Budget Resolution 6 Forrest.docx
BAF-PW-Florida Ave Land (5-24-16) Agenda 16-217.pdf
Executed Contract 4_12_2016.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 16-187 Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 04/30/2016. (Finance Director)

Attachments: PO Monthly Report to City Council 10.01.15 thru 04.30.16.pdf

IX.2 16-188 Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)

Attachments: Copy of Cocoa April 2016 Dashboard.pdf

IX.3 16-193 FY 2016 Budget Adjustment Report. (Finance Director)

Attachments: April 2016 EXPENSE Budget Tracking.pdf

April 2016 REVENUE Budget Tracking.pdf

IX.4 16-194 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order Authorizations April 16.pdf

IX.5 16-195 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report Apr 2016.pdf

IX.6 16-211 New local business tax receipts. (Community Services Director)

Attachments: 5-24-16 New local business tax receipts.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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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 #:	16-196	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 24, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-24-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 24, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of May 24, 2016, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: May 24, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 24, 2016 (16-196)
2. Minutes: Regular Meeting of April 26, 2016 (16-197)

III. AWARDS AND PRESENTATIONS:

1. Recognition of the City of Cocoa for its Trash Bash 2016 participation and receiving the events two top honors, most pounds of trash collected (10,112 lbs) and number of volunteers (402). Also, to recognize two non-profit organizations for their participation and award them for their continuing efforts to serve the needs of the citizens of Cocoa FL. (16-204). (Community Services Director)

IV. DELEGATIONS:

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking

under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

1. To Authorize the City Manager to approve Change Order #1 to Purchase Order Number 67710 issued to Graybar for additional materials and labor associated with the replacement of lights. (16-183). (Utilities Director)

2. Approval to participate in a cooperative purchasing agreement with the City of Tallahassee for the purchase and installation of vehicle emergency equipment utilizing Dana Safety Supply Contract 1489 for the new Fire Rescue Truck. (16-192). (Public Works Director)

3. Approve a Resolution waiving the Competitive Bidding Process, by reason of sole source, for the purchase of City of Cocoa Welcome Signs (PW15WS) from Kendal Signs, Rockledge, FL; Approve a Resolution amending the FY 2016 Budget to transfer funds to complete the remaining signs and have them installed. (16-207). (Public Works Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 11-2016/2nd and final reading: Granting Cross Brands Manufacturing, LLC an Ad Valorem Tax Abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company. (16-199). (Community Services Director)

2. Ordinance No. 12-2016/2nd and final reading: Granting Project Citizen Kane an Ad Valorem Tax (AVT) Abatement of forty (40) percent for five (5) years and authorize the City Manager to execute an AVT Economic Incentive Agreement with the company. (16-205). (Community Services Director)

3. Ordinance No. 08-2016/1st reading: Amending the Future Land Use Map Designation of one (1) parcel from “Medium Density Residential” to “Neighborhood Commercial.” (16-210). (Community Services Director)

4. Ordinance No. 09-2016/1st reading: Amending the Zoning of subject parcel from RU-1-8 Residential to PS (Professional, Offices, and Services). (16-213). (Community Services Director)

5. Ordinance No. 10-2016/1st reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (16-214). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve the requested July 6-7, 2016 Road Closure in association with the Cocoa Rotary Foundation Boys and Girls Club Fundraiser. (16-190). (Community Services Director)

2. Approve the reappointment of Mr. Mathew Ford as a regular member of the Board of Adjustment through May, 2019. (16-201). (Administrative Services Director)

3. Approve the reappointment of Mr. Jim Gifford as a regular member of the Code Enforcement Board through June, 2019. (16-202). (Administrative Services Director)

4. Approve the reappointment of Mr. Thomas Yardley as a regular member of the US 1 RDA through June, 2020. (16-203). (Administrative Services Director)

5. To approve the work plan portion of the Strategic Plan and adopt the City of Cocoa five year Strategic Plan. (16-216). (City Manager)

VIII. CITY BUSINESS:

1. Approve a Resolution waiving the competitive bidding process for the purpose of making a Sole Source Purchase of a used 2015 G930C Volvo Motor Grader from Flagler Construction Equipment LLC, Orlando, Florida; To approve a Resolution amending the FY 2016 budget. (16-189). (Public Works Director)

2. Approve an Economic Development Incentive (EDI) Fund for Cross Brands Manufacturing, LLC in the amount of $300 new per job created (estimated to be a total of $18,000), and authorize the City Manager to execute an Economic Incentive Agreement. (16-200). (Community Services Director)

3. Approve a Resolution amending the FY 2016 Budget, based on the Mid-Year Budget Review. (16-206). (Finance Director)

4. Approve an economic cash incentive in the amount of $2,000,000 to be awarded

$500,000 increments upon completion of the specified benchmarks, and authorize the City Manager to finalize and execute an Economic Incentive Agreement consistent with the City Council's authorization.(16-208). (Community Services Director)

5. Approve a Resolution amending the FY 2016 budget and associated budget forms, approve a purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value; approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services; and to Authorize the City Manager to execute the documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ. (16-209). (Public Works Director)

6. Approve a contract to Purchase property located at 6 Forrest Ave; Approve City Manager to execute Documents; Approval of a Budget Resolution to amend the 2016 budget using General Fund Reserves. (16-217). (Public Works Director)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 04/30/2016. (16-187). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-188). (Administrative Services Director)

3. FY 2016 Budget Adjustment Report. (16-193). (Finance Director)

4. Approved Change Orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-194). (Finance Director)

5. Relation between the estimated and actual income and expenses to date. (16-195). (Finance Director)

6. New Local Business Tax Receipts. (16-211). (Community Services Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

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On agenda:	5/24/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of April 26, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 04-26-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of April 26, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of April 26, 2016, as written or with amendments

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

April 26, 2016

A Regular City Council meeting was held on Tuesday, April 26, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:03 p.m.

Councilman Blake provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Michael C. Blake	Councilman
	Tyler Furbish	Councilman (attended via telephone)
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Tony Jones, Fleet Manager; and Chris Perry, Desktop Support Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 26, 2016 (16-160)

2. Minutes: N/A

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as presented for the regular meeting of April 26, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. **None.**

IV. DELEGATIONS:

Sherry Ling, 15 N. Indian River Drive, Cocoa, was with a group from Whitley Bay regarding the loud concert that had been held over the weekend. The noise level was very loud and due the amount of property taxes that they pay in order to live on the river, they expect peace on the weekends. She believed that something should have been done about the decibel level and hoped that in the future a something could be done in order to shut down the concert.

City Manager Titkanich spoke in reference to this incident and noted that for the record there were no permits issued for this event. It was on private property so City Manager Titkanich stated for the record that there were no issues for this event. He further mentioned that the Cocoa Police Department does not have a meter in order to read the noise level; however, they were already looking into purchasing a backup, as the one the City had was normally with the Leisure Services department. He was aware that there were open containers, but it was on private property and unless they were taken into the public right of way, they were not doing anything illegal. He assured everyone in attendance that their concerns were being addressed and steps were being taken to avoid any problems in the future.

Mr. Belden advised that per the code, residential limits for noise between 7 am and 7 p.m. was 60 decibels, and from the hours of 7 pm to 7 am 55 decibels.

City Manager Titkanich stated that the business proprietor had met with staff prior and was advised that there were no permitting requirements and of the decibel limits.

Councilwoman Warner asked if they had permission to utilize the area in which the concert was on. In response, the City Manager was not sure and had not spoken with the owners.

Councilman Blake suggested that staff contact both Mr. Selig and Mr. Elebash and have a private meeting with them. In addition, he recommended the ordinance be provided to all for future reference. Both he and Deputy Mayor Boisvert believed that the sound level was higher than 60 decibels.

City Manager Titkanich pointed out that nothing could be done other than reaching out to the property owner and getting another sound meter so that in the future this could be measured and violations could be addressed.

Gerald Blanchard, 15 N. Indian River Drive #704, Whitley Bay West, Cocoa, and the Vice President of their homeowners association, mentioned that he had received many phone calls and visits over this issue. Many of his questions and concerns had been answered by the City Manager. In addition, he advised that there had been problems with Norman's in the past but they addressed the problem and it had gotten better. He hoped a meeting could be set with staff and the property owners.

Cheryl Cogswell, 15 N. Indian River Drive #901, Cocoa, advised that Mike Selig was not aware that this was going on and he did not give permission. She believed that the sound level was over 60 decibels. She asked who they should contact if it were to happen again. There are both elderly and sick residents and it was very disturbing for them. She advised that the Mayor came by and stated it was unbelievable. In closing, she felt there should be a penalty for those who violate the ordinance.

Connie Smith, 15 N. Indian River Drive # 1002, Cocoa, sent the video to Council and was not sure how many had heard it, but played it for them. She was on the 10th floor and walking down the hallway. She noted there were different bands playing at different times, and when the Mayor was there it was a softer band playing. She asked Attorney Garganese if there was a building with a parking lot that had shared usage, and out of the blue this office building decides to have bands show up, should a notice be required.

In response, Attorney Garganese stated that he was not sure if they would be given notice, but was not sure of all of what was going on and could speak with staff. He felt that this noise issue could be easily addressed through the city's noise ordinance.

Ms. Smith further asked about the Oasis Lounge and the band that had moved out to their parking lot. Mayor Parrish advised that they have had bands many times before and have been respectful, however, in this instance something should have been done.

Ms. Smith asked what the next step would be and could they just call the police if it happened again.

City Manager Titkanich assured her and the other residents that staff would reach out to the proprietor and the property owner and explain notice requirements. They will also reassign the noise meter temporarily to the police department, so if any other instances happen they will have it on hand. As far as penalties, per the noise ordinance they can be prosecuted like any law. In addition, he will speak with the city attorney regarding the land use. He agreed that it was completely unacceptable and reiterated that they would do what is necessary.

City Manager Titkanich mentioned that he has had conversations with the proprietor before and believes that he would understand. He pointed out that Ordinance No. 09-2015 can be found in Chapter 13.5-Nuisances, Article II of the City Code.

Mayor Parrish thanked them all for coming and apologized for the disturbance.

Lawrence Sinclair, 1052 Mitchell St., asked why City Hall's address was 65 Stone Street. In response, City Manager Titkanich explained the reasoning behind the addressing of the building. Mr. Sinclair pointed out that 1061 Bellefonte was being cleaned up and all were sent a brochure about the upcoming event at the Civic Center. He stated that they could use volunteers for the sale, and he thanked Councilwoman Warner for helping with the offset of costs for renting the Civic Center.

Councilwoman Warner advised that there was some very nice stuff for the sale and encouraged all to come out.

Councilman Blake asked when Mother's Day was and in response, Mr. Sinclair pointed out that it was May 8th. In addition, Councilwoman Warner stated that they planned it for the same weekend as the craft fair in order to help with sales.

Mr. Sinclair further noted that he had purchased liability insurance in order to cover the event and the raffle would be held at noon on Sunday. Raffle tickets were still for sale.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, Florida spoke in reference to the tree ordinance. He noted he had done homework and there were two ordinances, one in 1995 and another in 1997. There were contradictions between the two of what its initial intent was, and would be more than happy to talk individually to staff. This is all in reference to protecting the oak trees. He spoke about Merritt Island's tree ordinance and advised he would try to compile information in order to update the City's tree ordinance. Lastly, he concurred with the residents from Whitley Bay about the noise.

City Manager Titkanich noted that the last update was 2003 and agreed that the ordinance deserved to be looked at. The last trees were removed four years ago.

Norris Park, 1111 Burnham Street, Cocoa, and Chairman of the Fire Pension Board, provided a brief update on the pension plan. He mentioned that he had recently signed a letter and sent it to the state with an 8% multiplier, and the City Manager was aware of this commitment that was made. Their funds have increased due to investments that have been made, and they have diversified and just signed a letter stating that $1.4 million of stocks and bonds will be moved into commercial real estate. They did this under the advice of the person that runs their funds. They are looking at diversifying their money more. Mr. Park noted that he felt really good with the line of communication that the board had with the City Manager's office. There were a few individuals going through retirement and any issues had been resolved. All meetings were held in chambers and he invited all to come.

Councilwoman Warner asked Mr. Park how long he had been serving on the board. He stated he just reached twenty years. She thanked him for his service. Mr. Park advised that he enjoys serving and has learned a lot. He retired from the City of Rockledge with 35 years in.

Councilman Blake asked about former Councilwoman Corby and questioned the situation regarding Mr. Corby's retirement and protection of the widower. He knows that it has gone through the legal ramifications and that Mr. Park played a pivotal part in all of it. He asked his take on the matter.

In response, Mr. Park advised that at this time they have fulfilled their obligation from the pension part. There was a question as to how much of a percentage she should get, they went through the courts, and they decided 3% and the pension board agreed. His understanding was that she believed that she could choose what package she wanted and she went through the legal rounds in order to get the answer. Furthermore, his understanding was that they prevailed in court and she appealed. An arbitrator in West Palm Beach agreed with the decision also. He believes and felt that they have done all that they can do at this time.

Mr. Park felt bad about Mr. Corby's passing and that he could not enjoy the retirement that he earned, but they have to follow the law. Furthermore, a change in the beneficiary could not be done as she wished. They have respect for her as she is a grieving woman.

Councilman Blake felt that the perception was that they have a grieving woman and that the councilmembers were heartless. He asked if there was anything that could be done to help her. In response, Mr. Park stated that in regards to the pension, she is getting the 3% multiplier for ten years certain and the pension board has fulfilled any obligation that they have. Mr. Park further noted that by public record the City has provided Workman's Compensation and life insurance in the range of $400,000.

Mr. Park was saddened by the loss of Mr. Corby but reiterated that they had done what they can do. He advised that there was another member who has a reduced benefit due to a choice that he made; he said this was not the first time, but hopefully the last time this would happen.

City Manager Titkanich added that at the time he passed he was eligible for early retirement benefits from the plan and was not eligible for normal retirement at the time of death. He stated it was a very unfortunate situation, but in total the family had received $375,000 in payouts, along with additional monies for vacation and sick time accrued. The pension was calculated at about $490,000 over a 10 year period. As difficult as this is, he understands that this is the pension board's responsibility.

He completely understands the pain and suffering that Ms. Corby was going through and the City had many policies in place to help. No amount of money takes the pain away.

Councilman Blake felt that whatever could be done should be done and he hoped that somewhere, something additional can be done in order to aid and assist her.

V. CONSENT AGENDA:

1. Approve a Resolution waiving the Competitive Bidding Process for the purpose of making a Sole Source purchase of three (3) Utility Ground Penetrating Radar (GPR) Units from Tracer Electronics LLC, Lebanon, Tennessee. (15-604). (Utilities Director)

2. Approve participation in a Co-operative Purchase Agreement with Hydromax USA for Hydrant Assessments utilizing Seminole County Contract No. IFB-602347-15/GCM effective November 23, 2015 through November 23, 2018. (16-113). (Utilities Director)

3. Approve entering into a Co-operative Purchase Agreement with, and issuing a purchase order to Goodson Paving in the amount of $263,244.16 for the yearly paving of various city streets, Project # PWPAVE, utilizing Brevard County Bid #B4-15-57 which was awarded June 10, 2015 with an effective date of June 22, 2015 through June 21, 2016 and to approve a Resolution to authorize the City Manager to approve change orders not to exceed $36,755.84. (16-145). (Public Works Director)

4. Authorize the City to increase the purchase order for CareATC for the remainder of Fiscal Year 2016. (16-151). (Administrative Services Director)

5. Award Bid No. B-16-12-COC, Dyal WTP Maintenance Building Enclosure to C&D Construction, Inc., Cocoa, Florida, for the Enclosure of the Dyal WTP Maintenance Building; to Authorize the City Manager to execute the contract. (16-152). (Utilities Director)

6. Approve a Resolution authorizing the issuance of not to exceed $8,000,000 in aggregate principal amount of the City's Fire Protection Assessment Revenue Note, Series 2016, the proceeds of which are to be used to finance the acquisition and construction of three new fire station facilities and other equipment of the City relating to fire protection and suppression services; to

approve a Resolution declaring the official intent of the City to reimburse itself from the proceeds of debt for expenses to be incurred with respect to the acquisition and construction of three new fire station facilities and equipment. (16-166). (Finance Director)

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 06-2016/1st reading: Amending Appendix A, Zoning, of the City Code to allow craft breweries as a Special Exception use in the CBD (Central Business District) Zoning District. (16-142). (Community Services Director)

Attorney Garganese read Ordinance No. 06-2016 into the record, by title only, as follows, and advised that this was the first reading of the ordinance.

ORDINANCE NO. 06-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO ALLOW CRAFT BREWERIES AS A SPECIAL EXCEPTION USE IN THE CENTRAL BUSINESS DISTRICT ("CBD") ZONING DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Mr. Belden provided a brief background and reminded Council of the recent ordinance adopted by Council for craft breweries in the core commercial district.

Councilman Blake asked if there was a time limit involved with the ordinance. In response, Mr. Belden noted there was no sunset provision.

Mayor Parrish opened the hearing to the public.

Mr. Sinclair asked what was defined as the "CBD" and if this could be utilized in a store, for example, a beverage store on Fiske that applied to sell beer and wine.

Mr. Belden advised that the "CBD" was primarily the Village area and extended a little more over to S.R. 520 to U.S. 1, to the southern border of the City. This is the only area that this would apply to.

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 06-2016 on first reading.**

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consider the appointment of Mr. Aleck Greenwood as a regular member of the Planning & Zoning Board through November, 2018. (16-162). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, for discussion.**

Councilman Blake asked Mr. Greenwood how many other boards he had served on for the City. In response, Mr. Greenwood stated that he was on the very original steering board to approve the RDA on its first conception and was probably on that for eight years. It was also during the transition of it being an authentic board.

THE VOTE ON THE MOTION WAS:

AYES: Parrish, Blake, Furbish, Warner
NOS: Boisvert

THE MOTION CARRIED UNANIMOUSLY (4-1)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY 2016 budget by using contingency funds to fund an additional Human Resources Coordinator position in Administrative Services. (16-134). (Administrative Services Director)

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

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a purchase order to Florida East Coast Railway, LLC for reconstruction of Grade crossings at Peachtree Street and Rosa L. Jones Drive; Approve a Resolution amending the FY 2016 budget using Reserves and other funds to fund this work. (16-139). (Public Works Director)

Mr. Wegerif presented the item and noted that the railroad had notified the City last September after the budget had been approved and advised that they would be redoing two crossings. This item was requesting a budget amendment and to utilize the funds originally budgeted for a project that cannot be done this year.

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

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a budget resolution and budget transfers for radio antenna array work on the City's elevated water tank utilizing the Brevard County BOCC-Contract CI 11-151 and the purchase of radios and associated equipment utilizing the NASPO contract #06913 and State Contract #725-500-12-1. (16-141). (Utilities Director)

Mr. Walsh explained that this item was for the installation of the antenna array back on the water tank and advised that this was funded by multiple departments.

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

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Ordinance No. 07-2016/1st reading: Related to changes in the General Employees' Retirement Plan due to legislative and Internal Revenue Code

compliance changes amending Section 2-105, Definitions; Section 2-107, Board of Trustees; Section 2-108, Finances and Fund Management; Section 2-114, Optional Forms of Benefits; Section 2-118, Maximum Pension; Section 2-119, Minimum Distribution of Benefits; Section 2-127, Prior Government Service; Section 2-132, Deferred Retirement Option Plan. (16-143). (Administrative Services Director)

Anthony read Ordinance 07-2016 into the record by title only as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 07-2016

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CITY OF COCOA CODE OF ORDINANCES; AMENDING SECTION 2-105, DEFINITIONS; AMENDING SECTION 2-107, BOARD OF TRUSTEES; AMENDING SECTION 2-108, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 2-114, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-118, MAXIMUM PENSION; AMENDING SECTION 2-119, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-127, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 2-132,DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS;REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

*** MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 07-2016 on first reading.**

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Resolution amending the FY 2016 budget using General Fund Reserves to purchase three (3) parcels owned by the Housing Authority of the City of Cocoa in accordance with the Contract for Purchase & Sale; Authorize the City Manager to execute the attached Contract for Purchase & Sale and sign all documents related to the closing of said properties. (16-146). (Community Services Director)

Mr. Belden presented this item and provided a background of the City of Cocoa and the Housing Authority's Interlocal Agreement. He mentioned that once the three parcels were acquired, the City would seek a developer who would design

affordable housing. He spoke about each parcel in detail and noted that 22 homes would be built with a minimum size of 1,200 square feet.

Mayor Parrish asked how many houses there would be and Mr. Belden reiterated that there would be twenty two (22).

City Manager Titkanich advised that this was not in any way meant to sound wrong, but that the Housing Authority had been sitting on these for a long time. Furthermore, if all of the properties were together than a not for profit or housing association could develop them at a lower cost.

He explained that the vacant properties were not doing anything at this time to help the Diamond Square area and discussed other properties, such as the Regina Myra development. From staff's perspective, they highly recommend the acquisition of these properties.

Councilwoman Warner asked if on parcels 1 and 2 that all houses would be 1,200 square feet. Staff confirmed and pointed out that the only variance would be on the smaller lots.

Discussion was held on the communication and dialogue that the City currently has with the Housing Authority, advising that it was better today than it has ever been. The partnership and collaboration was very positive. There are some funds available for down payment assistance, and staff would also look in to private foundations that might be able to help. Lastly, he mentioned that this area had been designated as a remnant of the Enterprise Zone and explained those stipulations. He added that Mr. Sinclair's area was probably worse off financially than this area.

Mayor Parrish felt that this was a step in the right direction and that both Mr. Sinclair and Councilwoman Warner's neighborhoods need help also. It was Council's goal to rehab and sell the houses.

City Manager Titkanich advised that there was a big discussion last year about this and believed that this was an investment. He did not want to make the misconception that within the next two years the City would redevelop twenty two lots, however, doing this would at least get the process going.

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

Councilman Furbish asked for Councilman Blake's opinion on this item. In response, Councilman Blake believed in the future and home ownership and this would change the image of the area. His main concern was to provide a lifestyle which would create home ownership and provide children with a permanent home. If this could happen, the children would do better academically because they have a permanent home. He supported it and felt that they were moving in the right direction.

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approval to apply for a Department of Homeland Security Assistance to Firefighters Grant (AFG) for Fire Prevention to hire one fire inspector to develop a fire inspection program for existing buildings and funds to purchase smoke detectors for low income residential housing. (16-156). (Fire Chief)

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

AYES: Parrish, Boisvert, Blake Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 03/31/2016. (16-137). (Finance Director)

2. Review of the Employee Health Center usage report provided by CareATC. (16-144). (Administrative Services Director)

3. Estimated and actual income and expenses to date. (16-147). (Finance Director)
4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (16-148). (Finance Director)

5. FY 2016 Budget Adjustment Report. (16-149). (Finance Director)

6. New Local Business Tax Receipts. (16-153). (Community Services Director)

7. Monthly Fire Incident Summary Report. (16-159). (Fire Chief)

8. Resignation of Mr. Ric Holt as a regular member of the Utilities Advisory Board. (16-164). (Administrative Services Director)

X. REPORTS:

Mr. Wegerif noted that the paving was complete on Peachtree Street and that it had been milled and resurfaced. That has to cure for thirty days and then the Diamond in the Square would be laid. He advised that sod had been laid today.

Mr. Wegerif provided an update on the Harry T. Moore Center, advising that they had received two grants. The roof replacement would be done and architectural drawings would be done. The HVAC duct cleaning, bathrooms, and others thing things needed to get the building ready for the next grant would be done also. He explained the timelines for the project.

City Manager Titkanich mentioned that there was interest from a non-profit who was interested in the curator for the museum. He further mentioned that all of the work was being done on the inside, so it would not be seen from the outside.

Councilman Blake confirmed that Mr. Wegerif and staff were communicating with Ms. McGlaughlin throughout the process. Mr. Wegerif responded in the affirmative and noted that she was very understanding and helpful.

Mr. Belden pointed out that tomorrow night, April 27th, there would be a Cocoa Business Forum from 5:30 to 7:30 pm. The event was sponsored by Papa Johns. The last event was in January and it was growing. A representative from Career Source Brevard would be in attendance.

Ms. Gemmati provided an update on the summer youth program and advised that they were partnering with Career Source Brevard. They would be making a presentation at the May 10th Council meeting. They would be advertising at both Cocoa High School and Rockledge High School but stressed that it was only for Cocoa residents.

Assistant City Manager Fuhrer mentioned that an invitation had been received from Brevard Public Schools to attend their Business Partner Awards ceremony on Thursday, April 21st. The City received an award from Endeavor Elementary for its participation in their community school project and the pavilion project. He further pointed out that Cocoa was the only municipality other than the Titusville Police Department that was recognized.

City Manager Titkanich stated that they had delayed the strategic plan as they wanted to make sure Councilman Furbish was able to be in attendance and the City Clerk would be reaching out to each of Council to setup one on one appointments regarding the budget.

Additionally, in this current budget, Public Works has been working through a consultant to do a pavement and sidewalk analysis. A separate workshop would be scheduled in order to go over the structural and pavement conditions, and to look into doing curbs and gutters in this fiscal year. They were hoping to break the project into phases.

Lastly, City Manager Titkanich spoke about an article in Florida Today that mentioned Cocoa as a candidate site for a Walmart distribution center. There would be a meeting tomorrow and Friday, and this would provide about 239 jobs with the average wage being $42,000. It would also be about a $96 million capital investment.

Councilman Blake asked how much water the center would have to consume, and in response, Mr. Walsh noted that it was probably not as much as one would think, but this would be nice for everyone.

City Manager Titkanich believed that this article was a little premature because no formal decision had been made. There are also other sites being looked at. It has been discussed and an item would be brought back to the May 10th meeting. He was surprised that there was an article out there.

Councilman Furbish felt that staff did a good job with the music complaints at Whitley Bay and wanted assurance that staff would get on top of the situation. There should not be another occurrence and more sound meters need to be purchased.

Furthermore, he concurred whole-heartedly with Councilman Blake about the Corby situation and did not feel that it was morally right. He felt that there was something being overlooked that maybe could be done.

In closing, he reminded all to spend their money locally.

Councilman Blake welcomed back Councilman Furbish and spoke of his attendance at a gala at the Holiday Inn on Wickham Road, where Greg Clark was the keynote speaker.

He congratulated the Cocoa High School track team and advised that they would be traveling to Broward County for a meet. He wished them luck.

Councilman Blake further advised that this week was FSA testing and that the District 4 meeting went very well. He asked that all citizens get involved and participate in discussions about the fire stations and locations. Additionally, he reminded staff of his prior request for a playground near the Hawthorne Apartments due to the amount of children there. He was aware that it was Councilman Furbish's district but asked that it be looked into.

In closing he reminded all to buy local, keep it local, and spend it local.

Councilwoman Warner thanked Jerry Sansom for attending the Space Coast League of Cities dinner and mentioned that he made it a point to bring around a new state Senator Dorothy Hukill. Senator Hukill has been in local government and Councilwoman Warner hoped that the City would have a good relationship with her.

She advised that she would be attending the Advanced IEMO conference in Tampa this weekend and thanked Mr. Bill Keogh for being so quick and generous in helping secure the Civic Center for Mr. Sinclair's event.

Councilman Warner asked Chief Prince for an update on the events at the post office. In response, he advised that there had been a power outage and it affected about 1,000 residents but assured her that everything ended up okay.

Deputy Mayor Boisvert questioned Mr. Belden about a phone call they had discussed and Mr. Belden advised that he had reached out and it was being followed through with.

Deputy Mayor Boisvert attended Fiesta Brevard and stated that there was a good crowd and noted that the Village was busy all weekend. There was a lot of foot traffic, especially with the Relay for Life event on Saturday. In closing, he mentioned that he would be out of town next week.

Mayor Parrish pointed out that Fiesta Brevard had been moved from Cocoa Beach to Cocoa and they had over 2,500 ticket sales. Food lines were distressed but they will be better prepared next year.

He asked if Jerry Sansom could come in to provide a report on the legislative year and spoke about the upcoming candidate's forum. Assistant City Manager Fuhrer noted when the Civic Center was available but could be rescheduled. Florida Today wanted to hold one for House seats 50 and 51 and Matt Reed would moderate.

Mayor Parrish though the car show was great and that it was the best one he had seen and it was growing.

He expressed his encouragement after talking with the City Manager about upcoming projects and renovation of the City and bringing back vitality. He liked the work being done on Fiske Boulevard and hoped that Dixon Boulevard and Pineda Street could be looked at in the future. In response to that, Mr. Wegerif advised that those were both big ticket items.

Mayor Parrish believed that once improvements were done things would be better. His goal as Mayor was to drive the bad guys out of Cocoa. Mayor Parrish expressed his appreciation for Chief Cantaloupe and liked what he was doing to clean up the crime.

Councilman Furbish supported Mayor Parrish 100%.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to adjourn the regular meeting of April 26, 2016.**

AYES: Parrish, Boisvert, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:54 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-204	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/11/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Recognition of the City of Cocoa for its Trash Bash 2016 participation and receiving the events two top honors, most pounds of trash collected (10,112lbs) and number of volunteers (402). Also, to recognize two non-profit organizations for their participation and award them for their continuing efforts to serve the needs of the citizens of Cocoa FL. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2016
Agenda Date: May 24, 2016
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Recognition of the City of Cocoa for its Trash Bash 2016 participation and receiving the events two top honors, most pounds of trash collected (10,112lbs) and number of volunteers (402). Also, to recognize two non-profit organizations for their participation and award them for their continuing efforts to serve the needs of the citizens of Cocoa FL.

BACKGROUND:

For the past 33 years, individuals and groups have joined Keep Brevard Beautiful in our community to help clean up unsightly litter. As a result of the action taken by volunteers, our community looks clean and beautiful and there is a sense of community pride. Along with that pride come's the spirit of friendly competition to recruit volunteers and reduce the most litter. This year, Cocoa received two first place honors, *Most Pounds Collected* and *Most Volunteers Recruited*. Receiving these top honors from Keep Brevard Beautiful allows the City of Cocoa to award two non-profit volunteer participant groups each a $500.00 donation to their organization.

STRATEGIC PLAN CONNECTION:

To enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

First year for both awards.

RECOMMENDED MOTION:

Request time during the council meeting on May 24, 2016 to recognize the City of Cocoa, and to congratulate and award the two following organizations with a donation of $500.00 each: *I'm Redeemed Christian Outreach Church, Inc.,* and *Rockledge Youth Football & Cheerleading League, Inc.*

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Legislation Details (With Text)

File #:	16-183	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/27/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	To Authorize the City Manager to Approve Change Order #1 to Purchase Order Number 67710 issued to Graybar for Additional Materials and Labor Associated with the Replacement of Lights. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Revised WFO quote for PO.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 27, 2016
Agenda Date: May 24, 2016
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve Change Order #1 to Purchase Order Number 67710 issued to Graybar for Additional Materials and Labor Associated with the Replacement of Lights

BACKGROUND:

A necessary light upgrade of the maintenance shop facilities located in the Utilities Building (351 Shearer Blvd.) was budgeted and approved in the FY16 Water Field Operations operational budget. An agenda item for the upgrade was presented and approved at the January 12, 2016, City Council meeting. Work began on the upgrade in March 2016. Since that time, we have been notified that additional materials are needed to complete the lighting upgrade.

In order to complete the lighting replacement, the Utilities Department requests an authorization to increase Purchase Order number 67710 by $2,322.78 for additional materials and labor. The original purchase order was for $52,607.86 and the funds are available in the operational account to cover the change order.

Staff recommends approval of this change order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$2,322.78
Account Number	421-4025-536.46-02
Account Name	Building Maintenance
Source of Funds	Operating Revenue
Change Order Amount	$2,322.78
Original Purchase Order	67710
Original Purchase Order Amount	$52,607.86
Total Change Orders to Date	1
Total Amount in Change Orders to Date	$2,322.78

PREVIOUS ACTION:

In January 2016, City Council Approved Participation in a Cooperative Purchase Agreement with the County of Los Angeles California for Light Replacement Utilizing the U.S. Communities Contract No. MA-IS-1340234-4 with Graybar Electric Company

RECOMMENDED MOTION:

To Authorize the City Manager to Approve Change Order #1 to Purchase Order Number 67710 issued to Graybar for Additional Materials Associated with the Replacement of Lights.

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To: City of Cocoa

Attn: Chris Collier
Phone: (321)433-8811
Fax:
Email: ccollier@cocoafl.org

Contact: Margaret Kelley
Phone: (813) 431-0876
Email: Margaret.kelley@graybar.com

Date: 4/14/2016
Project Name: WFO LED Lighting
Quote #:
Valid For: 30
Valid To: 5/14/2016

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

QTY	Supplier	Part Number	Description	
1	Chrome	Labor	**Total labor for all areas**	$29,034.23
			Warehouse	
31	GE	ABV1-0-1-T-47-D-G-V-23-K-N-W	LED High Bay	$8,525.00
			Maintenance	
25	GE	ABV1-0-1-T-47-D-G-V-23-K-N-W	LED High Bay	$6,875.00
			Three Storage rooms	
3	GE	ABV1-0-1-T-47-D-G-V-23-K-N-W	LED High Bay	
12	GE	LED21T8/4/840	LED T8 TUBE	
6	GE	LED21/T8/DR/2L	LED DRIVER	
3	LEVITION	OSC20-M0W	SENSORS	
3	LEVITION	OPP20-D1	POWER PACK	
				$1,588.84
			Maintenance Mezzanine	
6	GE	ALV1-0-1-T-47-D-8-S-N-V-ST-K-N-W	LED Strip Work Station	
30	GE	LED21T8/4/840	LED T8 TUBE	
15	GE	LED21/T8/DR/2L	LED DRIVER	
1	LEVITION	OSC20-M0W	SENSORS	
1	LEVITION	OPP20-D1	POWER PACK	
				$2,632.11
			Warehouse Upstairs/Downstairs	
96	GE	LED21T8/4/840	LED T8 TUBE	
56	GE	LED21/T8/DR/2L	LED DRIVER	
6	LEVITION	OSC20-M0W	SENSORS	
2	LEVITION	OPP20-D1	POWER PACK	
				$3,952.68
			Additional Material	
18	GE	LED21T8/4/840	LED T8 TUBE	
4	GE	LED21/T8/DR/2L	LED DRIVER	
1	Chrome	Labor	Additional Labor	
				$2,322.78
			Total in USD (Tax not included)	**$54,930.64**

***Cost does not exceed allowable mark-up in accordance with U.S Communities Contract # MA-IS-1340234**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be at the of order placement.

GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Legislation Details (With Text)

File #:	16-192	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/9/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approval to participate in a cooperative purchasing agreement with the City of Tallahassee for the purchase and installation of vehicle emergency equipment utilizing Dana Safety Supply contract 1489 for the New Fire Rescue Truck. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SO176322 COCOC COMBINED FIRE RESCUE UPFIT.pdf TALLAHASSEE- CONTRACT1489.pdf COCOA FIRE SQ # 147861-C - - OCFR Drawing NOT FINAL BASE.pdf S-31 F450 C&B LAYOUT DANA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2016
Agenda Date: May 24, 2016
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif, P.E. Public Works Director
Requested Action:
Approval to participate in a cooperative purchasing agreement with the City of Tallahassee for the purchase and installation of vehicle emergency equipment utilizing Dana Safety Supply contract 1489 for the New Fire Rescue Truck

BACKGROUND:

The Cocoa Fire Department Rescue Squad truck a 1997 Freightliner C&B was funded for replacement in the FY-2016 Capital Improvement Budget CIP#CP-FD-15-S3. A 2016 Ford F450 HD C&B was purchased earlier this year. The buildout configuration and specifications for the body and the all the associated emergency and lighting equipment was complete earlier this month. This was done through the City of Tallahassee Dana Safety Supply emergency vehicle equipment accessories and installation contract #1489. The configuration of the body and all the emergency lighting was done to mirror the current district vehicle and current fire apparatus. This configuration will allow ongoing rescue and medical calls for service for the citizens and visitors of Cocoa.

STRATEGIC PLAN CONNECTION:

Enhancing the response capabilities of the Cocoa Fire Department to better serve the citizens of the City of Cocoa and its visitors.

BUDGETARY IMPACT:

Account 001-2201-522-64-00
Machinery and Equipment
Body buildout with emergency equipment and accessories - $70,102.26

(Purchases - 2016 Ford F450 C&B PO# 67351- $40,950)
Total $111,053
Total Budget CIP# CP-FD-15-S3 $150,000

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approval to participate in a cooperative purchasing agreement with the City of Tallahassee for the purchase and installation of vehicle emergency equipment utilizing Dana Safety Supply contract 1489 for the New Fire Rescue Truck

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	176322
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** tjones@cocoafl.org	**Contact:** Tony Jones **Telephone:** 321-433-8766 **E-mail:** tjones@cocoafl.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
04/18/16	GROUND	QUOTED FREIGHT	FIRE TRUCK	NET30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC READING CUSTOM FIRE BODY SPEC Warehouse: ORLAN FOR MOUNTING ON A 2016 FORD MODEL F-450 REGULAR CAB AND CHASSIS HAVING A CAB TO REAR AXLE DIMENSION OF 84" AND EQUIPPED WITH STANDARD DUAL REAR TIRES.(DIESEL) REFERENCE READING DRAWING # 150304 STANDARD READING MODEL ALUR-132AHH DUAL WHEEL CLASSIC II ALUMINUM SERVICE BODY INCREASE LENGHT OF BODY TO 134" IN LIEU OF 132" AND INCORPORATE SPECIAL COMPARTMENT WIDTH FRONT TO REAR 34 1/4" WIDE FRONT 24 1/4" SECOND FRONT 47 1/4" WIDE HORIZONTAL AND 28 1/4" REAR COMPARTMENTS ROADSIDE AND CURBSIDE INCREASE HEIGHT OF COMPARTMENTS - ROADSIDE AND CURBSIDE TO APPROXIMATELY 60" HIGH INCORPORATE A 30" WIDE FRONT COMPARTMENT AND 26" WIDE SECOND FRONT COMPARTMENT - ROADSIDE IN LIEU OF 38 1/2" AND 17 1/2" INCORPORATE (2) FUEL FILL HOLES IN WHEELHOUSE PANEL - ROADSIDE INCORPORATE A PERMANENT .125 ALUMINUM FULL LENGTH ROOF WITH REINFORCING HAT SECTIONS INCORPORATE A THRU COMPARTMENT IN FRONT AND SECOND FRONT VERTICAL COMPARTMENTS AND HORIZONTAL COMPARTMENT ACCESSIBLE FROM ROADSIDE AND CURBSIDE WITH FLOOR EXTENDING INTO	39,517.6400	39,517.64

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			COMPARTMENTS (THIS ELIMINATES STANDARD SHELVING NORMALLY FURNISHED) INCORPORATE 8" - 10" HIGH HEADER IN LIEU OF RADIUS RUB RAIL INCORPORATE A HANSEN INTERNATIONAL ALUMINUM ROLL-UP SHUTTER DOOR ON VERTICAL SIDE COMPARTMENTS - ROADSIDE AND CURBSIDE IN LIEU OF STANDARD VERTICAL DOORS INCORPORATE A HANSEN INTERNATIONAL ALUMINUM ROLL-UP SHUTTER DOOR ON HORIZONTAL SIDE COMPARTMENT ROADSIDE AND CURBSIDE IN LIEU OF VERTICAL LAPPING DOORS INCORPORATE (5) ADDITIONAL SLOTTED SHELVES IN REAR VERTICAL COMPARTMENT ROADSIDE AND CURBSIDE (TOTAL OF (6) SHELVES) FURNISH AND INSTALL A HANSEN INTERNATIONAL ALUMINUM ROLL-UP SHUTTER DOOR AT REAR BODY INCORPORATE (4) SPLASH PROTECTED VENTS PUNCHED IN FRONT BULKHEAD (DUE TO COMPRESSOR AND GENERATOR STORAGE FURNISH ALB 92DSBDW DECK PLATE STEP BUMPER (NOT INSTALLED)(BRIGHT) INCORPORATE A STANDARD RECESS IN BRIGHT ALUMINUM DECK PLATE STEP BUMPER PRE-FIT AND TEMPORARILY BOLT IN PLACE 1/8" ALUMINUM DECK PLATE ON FRONT PARTITIONS - ROADSIDE AND CURBSIDE (FULL HEIGHT AND WIDTH) PRE-FIT AND TEMPORARILY BOLT IN PLACE 1/8" ALUMINUM DECK PLATE ON WHEELHOUSE PANEL - ROADSIDE AND CURBSIDE		

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	FURNISH FORD CAB CHASSIS DEF FILL CUP (NOT INSTALLED) DUAL CARGO GLIDE WILL BE INSTALLED LOCALLY IN ORLANDO 100 LBS EACH IN FIRST THREE TRHOUGH COMPARTMENTS. MISC CARGO GLIDE DUAL GLIDE THREE COMPARTMENTS Warehouse: ORLAN	1,060.5000	3,181.50
1	1	Y	MISC CARGO GLIDE IN REAR COMPARTMENT Warehouse: ORLAN	1,060.5000	1,060.50
1	1	Y	MISC INSTALL 2 AIR TANK HOLDERS PASSENGER SIDE BY WHEELS Warehouse: ORLAN	650.0000	650.00
1	1	Y	MISC UNDERCARRIAGE LIGHTING ON ALL 3 SIDES Warehouse: ORLAN TO INCLUDE 2 18.3" AND 1 23.8" UNDER CARRIAGE LED LIGHTS PER SIDE, ALUMINUM HOUSING WITH SIDE FIRING LEDS ALUMINATING THE GROUND ON EACH SIDE, UNDER 2 INCHES TALL EACH. 5 YEAR WARRANTY	325.0000	325.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC INSIDE STRIP LIGHTING 2 PER CABINET AREA DOMES IN THRO Warehouse: ORLAN INSTALL LED DOME LIGHTS IN ALL THREE THROUGH COMPARTMENTS, AND STRIP LIGHTING DOWN EACH SIDE INSTALL DOME LIGHT LED IN REAR CARGO COMPARTMENT INSTALL 2 36" WHITE LED STRIPS PER DOORWAY, PLUS 900 LUMEN LED DOMELIGHT CENTER MOUNTED ON ROOF PER THROUGH CABINET AND REAR CENTER CABINET WITH MOTION SENSOR ON EACH.	740.0000	740.00
2	2	Y	60A02FAR WEC AMBER 600 SERIES SUPER LED W/ INTERNAL FLASHER Warehouse: ORLAN	114.0000	228.00
2	2	Y	60R02FRR WEC RED 600 SERIES SUPER LED HEAD W/ FLASHER Warehouse: ORLAN LIGHT HEAD HAS RED LENS **********	114.0000	228.00
2	2	Y	60C02FCR WEC CLEAR 600 SERIES SUPER LED W/CLEAR LENS Warehouse: ORLAN LED HEAD HAS BUILT-IN FLASHER AND IS SURFACE MOUNTABLE. **********	114.0000	228.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	CAST3 WEC CAST ALUMINUM HOUSING VERTICAL 600 SERIES Warehouse: ORLAN	144.3500	288.70
1	1	Y	PET-436B License Plate Light,Clear wlSteel Bracket, Mfg. Pack Warehouse: ORLAN	11.0000	11.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, BREAKER, ETC **********	175.0000	175.00
1	1	N	CINSTALL INSTALL FOR COMMERCIAL,PUBLIC WORKS,SECURITY Warehouse: ORLAN INSTALL BODY ON CHASSIS PROVIDED INSTALL 3 DUAL GLIDES IN THROUGH COMPARTMENTS, AND CARGO GLIE IN REAR CENTER COMPARTMENT, INSTALL BUMPER ON REAR AND WHELEN CAST TYPE LIGHTING PACKAGE. INSTALL 4 DOMELIGHTS IN ALL COMPARTMENTS WITH GLIDE, AND 2 36INCH LED STRIPS IN EACH COMPARTMENT DOOR. DOMELIGHTS CONTROLLER BY MOTION SENSORS ON EACH HOUSING, LED STRIPS CONTROLLED BY UPFITTER SWITCH IN CAB. INSTALL UNDER CARRIAGE LIGHTING 3 BARS PER SIDE ALL TIED IN TOGETHER ALSO WIRED TO UPFITTER SWITCH IN CAB.	2,480.0000	2,480.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	MISC WEC TIOND RED/ WHITE NEW SLIM LINE ION 6 Warehouse: ORLAN NEW T ION RED AND WHITE, MOUNTED IN THE FOLLOWING PLACES: 4 ON FRONT GRILL 2 ON FRONT BUMPER IN LOWER BLACK PLASTIC 2 ON LOWER FRONT PANEL OF BODY FACING FORWARD 2 ON SIDES OF REAR BUMPER 2 ON OUTER EDGES OF REAR BUMPER	108.0000	1,080.00
2	2	Y	IONSV3R WEC ION V-SERIES, TD/PUDDLE, SURFACE MT RED Warehouse: JACK MOUNTED ON FRONT FENDERS UP BY THE DOORS BY THE MIRRORS	162.6000	325.20
8	8	Y	M4RC WEC RED M4 SERIES LED W/CLEAR LENS Warehouse: ORLAN TWO MOUNTED ON EACH SIDE AT EACH END ON THE HEADER 4 ACROSS THE REAR ON HEADER EVEN SPREAD	112.8000	902.40
2	2	Y	SAK1 WEC UNIVERSAL SPEAKER BRACKET Warehouse: ORLAN USE ALSO FOR EXPLORER 2002-07, TAHOE/SURB 2004-07, & CHARGER 2005-06 **********	0.0000	0.00

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JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: ORLAN TO BE MOUNTED ON STERLING WRAP AROUND PUSH BAR 2 SPEAKERS OUT BOARD MOUNTED	139.0000	278.00
1	1	Y	CCSRN3 Whelen Remote Siren and 18 Button Control Center Warehouse: ORLAN REPLACES CCSRN2 CENCOM GOLD SIREN/SWITCH (DISCONTINUED) INCLUDES: AMP/RELAY MODULE, CONTROL HEAD, MIC, 20' MICROPHONE EXTENSION AND CABLES **********	569.0000	569.00
1	1	Y	IW2RRRR WEC LIBERTY II WC BAR RED Warehouse: ORLAN	1,318.0000	1,318.00
1	1	Y	MKEZ38L WEC STRAP KIT FOR FORD F250-F550 1999+ LONG BOLT Warehouse: ORLAN	0.0000	0.00

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Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** tjones@cocoafl.org	**Contact:** Tony Jones **Telephone:** 321-433-8766 **E-mail:** tjones@cocoafl.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
04/18/16	GROUND	QUOTED FREIGHT	FIRE TRUCK	NET30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-3010 HAV 30 CONSOLIDATOR CONSOLE (SEE BELOW) Warehouse: ORLAN VEHICLE - MOUNTING BRACKET SET - EQUIPMENT BRACKETS - 1) C-EB40-CCS-1P 1) C-EB30-CH7-1P 1) 1) FILLER PLATES - WHATEVER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION 1) ********** ****** ********** ******	252.9900	252.99
1	1	Y	C-TMW-F250-02 HAV BASE TRKM, 8W, 28EXTR, W-VMT F250 2011 Warehouse: ORLAN	98.7000	98.70
1	1	Y	C-CUP2-I HAV IN-CONSOLE DUAL CUP HOLDER Warehouse: ORLAN REPLACES C-CH-2-XL CUPHOLDER **********	29.8000	29.80

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Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	176322
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** tjones@cocoafl.org	**Contact:** Tony Jones **Telephone:** 321-433-8766 **E-mail:** tjones@cocoafl.org

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04/18/16	GROUND	QUOTED FREIGHT	FIRE TRUCK	NET30

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JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-LP-3 HAV 2 PLATE W/ THREE 12VDC LIGHTER OUTLETS Warehouse: ORLAN	29.5600	29.56
1	1	Y	C-ARM-101 HAV EXTERNAL MTD ARMREST, HEIGHT ADJUSTABLE Warehouse: ORLAN REPLACES C-ARM, C-ARM-7, C-ARM-9, ETC. **********	52.0000	52.00
1	1	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: ORLAN MOUNTS TO SIDE OF CONSOLE BOX **********	117.0200	117.02
1	1	Y	C-MD-102 HAV SWING-ARM W/TILT-SWIVEL-SLIDE MT CAPABILITY Warehouse: ORLAN	211.0000	211.00
1	1	Y	UT-101 HAV STANDARD UNIVERSAL LAPTOP MOUNT W/LOCK Warehouse: ORLAN REPLACES UT-X, UT-X-T, & UT-X-ATG LAPTOPS 11.47" TO 14.19" WIDE & 9.25" TO 11.00" DEEP, WITH HEIGHTS RANGING FROM .67" TO 1.87" **********	187.0000	187.00

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Entered By	Salesperson	Ordered By	Resale Number
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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SS-UT-X HAV SCREEN STIFFNER FOR UT-101 Warehouse: ORLAN	49.7700	49.77
1	1	Y	C-EB15-156 HAV EQUIPMENT BRACKET Warehouse: ORLAN	22.1000	22.10
1	1	Y	ENL160D-R SOI 60" NLINE RUNNING LIGHT RED/WHITE RIGHT Warehouse: ORLAN INSTALL ON CAB OF TRUCK EITHER ABOVE ON CAB OR BELOW	300.0000	300.00
1	1	Y	ENL160D-L SOI 60" NLINE RUNNING LIGHT RED/WHITE LEFT Warehouse: ORLAN INSTALL ON CAB OF TRUCK EITHER ABOVE STEPS OR BELOW	300.0000	300.00
1	1	Y	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: ORLAN INSTALL CUSTOMER APPROVED GRAPHICS, WITH COMPLETE CHEVRONS ON REAR, OUTERS SINGLE PIECES, AND DOOR COVERED WITH DIGITAL MATCHING CHEVRONS	1,081.0000	1,081.00

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Sales Quote

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Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC STERLING PUSH BAR WRAP 84SDD-D W WIRES FEATURE Warehouse: ORLAN VARIOUS PARTS INCLUDING BUT NOT LIMITED TO WIRE, LOOM, FASTENERS, CONNECTORS, & GENERAL HARDWARE NECESSARY TO COMPLETE THE INSTALLATION. **********	812.5000	812.50
1	1	Y	MISC MANUFACTURE 3 INCH FRONT ANGLES FOR DUAL GLIDES AND RE Warehouse: ORLAN MANUFACTURE FRONT TRAY RAILS AND ALSO INSTALL CHEVRONS ON EACH SIDE OF PULL OUT TRAYS TO IDENTIFY THEM WHILE PULLED OUT. ON EACH SIDE, AND REAR.	280.0000	280.00
1	1	Y	MISC PAINT UPPER BODY BLACK Warehouse: ORLAN PAINT UPPER HEADER ON EACH SIDE BLACK GLOSS AND FRONT OF BODY TO MATCH CAB LINE, AND THE PAINT REAR TOP HEADER TO MATCH SIDES	740.0000	740.00
1	1	Y	AWTSL714M AWTI 7" SLIM LINE 4 PORT MONITOR Warehouse: ORLAN	234.0000	234.00
1	1	Y	AWT042TT AWTI 42' EXTENSION CABLE W/2 THREAD CONNECTIONS Warehouse: ORLAN	16.8000	16.80

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5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	AWT4BIR AWTI BULLET CAMERA W/ IR Warehouse: ORLAN	105.0000	105.00
3	3	Y	NP6BB WEC NANO PIONEER 6-LED, BLACK HOUSING W/BAIL BKT Warehouse: ORLAN ONE TO BE MOUNTED ON EACH SIDE CENTER OF HEADER AND ONE IN THE CENTER OF THE REAR HEADER BETWEEN M4'S CONTROLLED ON CENCOM SEPARATELY	129.8700	389.61
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, BREAKER, ETC **********	125.0000	125.00

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1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN INSTALL CUSTOMER SUPPLIED RADIOS, SIREN CONTROL CONFIGURATION: SLIDE 1 FRONT ONLY SLIDE 2REAR ONLY SLIDE 3 ALL WITH WHITE FLASHING LIGHTS PUSH BUTTON 1 TAKE DOWNS 2 PERIMETER LIGHTING LIGHTS 3 LEFT ALLEY 4 RIGHT ALLEY 5 CRUISE LIGHTS 6 FRONT AND REAR BAR FLASH PATTERN CHANGE INSTALL STERLING PUSH BUMPER ON FRONT, INSTALL TWO M4RC ON SIDES INSTALL THE 6 ION T'S ON GRILL AND ON BUMPER INSTALL THE TWO M4RC ON TOP HEADER INSTALL 4 M4RC ON REAR HEADER INSTALL ION T'S ON CORNERS OF REAR BUMPER AND ONE ON EACH SIDE OF THE FRONT OF THE BODY INSTALL IONV ON FRONT FENDER UPPER BY DOOR INSTALL 3 DYUAL GLIDES AND ONE CARGO GLIDE. ADDING 6 INCH STAR BOARD SIDES TO EACH TO KEEP EQUIPMENT ON SLIDE.	2,380.0000	2,380.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC FISHER SAFETY ORDER Warehouse: ORLAN 19 100 810 ALTAIR 4X LEL/02/H2S/CO 12 465 417 GXY GX2 ALT4 4XCHRG 1V 19 123 449 CALIBRATION GAS CYL 4GAS 19 716 781 CYLINDR100PPM ISOBTYLENE NC0942451 VEHCILE CHARGING FOR ALTAIR NC0911230 12 VDC ADAPTER FOR VEH CHRGN	4,260.8000	4,260.80
1	1	Y	MISC TEAM EQUIPMENT 2016329MP Warehouse: ORLAN ORDER NUMBER 20160329MP 22-889048G2 22-888150G2 22-888165G2 22-888170G2 22-890351G2	4,254.5700	4,254.57

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Davs

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Subtotal	69,915.16
Freight	187.10
Order Total	70,102.26

CITY OF TALLAHASSEE

January 3, 2012

Mr. JJ Etheridge
Danna Safety Supply, Inc.
4747 San Juan Avenue
Jacksonville, Florida 32210

Re: Contract No. 1489

Dear Mr. Etheridge:

This letter shall serve as the City's formal notice of intent to extend the above referenced contract from January 1, 2012 to December 31, 2017 as stated in reference contract.

Please provide a current Insurance Certificate to cover the extension period. It may be faxed to me at 850-891-0967. The City looks forward to continuing its excellent working relationship with your firm.

Should you have any questions please feel free to contact me at (850) 891-8280.

Sincerely,

Cathy Davis
Manager for Procurement Services

CD/va

Accepted:

Firm Name: Danna Safety Supply

Signature: [signature]

Date: January 6, 2012

12 JAN -5 PM 3:11

Vida.Addison@talgov.com
850-891-8289

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

JOHN R. MARKS, III, Mayor
ANITA E. THOMPSON, City Manager
ANDREW GILLUM, Commissioner
JAMES R. ENGLISH, City Attorney
NANCY MILLER, Commissioner
JAMES O. COOKE, IV, Interim City Treasurer-Clerk
MARK MUSTIAN, Commissioner
SAM M. McCALL, City Auditor
GIL D. ZIFFER, Commissioner

CITY OF TALLAHASSEE

April 10, 2007

Vendor: **Dana Safety Supply, Inc.**
4737 San Juan Avenue
Jacksonville, FL 32210

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

Project: **Purchase & Installation of Vehicle Accessories**
RFP No. 0233-06-BM-TC
Contract No. 1489

If you have any questions, please contact Helen Jackson of our office at (850-891-8127)

[illegible] Adams Street
e, FL 32301-1731
000
• talgov.com

JOHN R. MARKS, III
Mayor

ANITA F. THOMPSON
City Manager

MARK MUSTIAN
Mayor Pro Tem

JAMES R. ENGLISH
City Attorney

ANDREW D. GILLUM
Commissioner

GARY HERNDON
City Treasurer-Clerk

ALLAN J. KATZ
Commissioner

SAM M. McCALL
City Auditor

DEBBIE LIGHTSEY
Commissioner

CONTRACT
No. 1489

THIS CONTRACT is executed this 18th day of April 2007, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter called the "City" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the City issued RFP No. 0233-06-BM-TC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; after market vehicle accessories, and law enforcement/emergency vehicle equipment ("Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated October 9, 2006 ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES.

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the City. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in this Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations.

1.1.1 The Contractor and the City Fleet Management Division shall schedule the following two meetings with respect to each order received from the City:

(i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified technicians/engineers to properly facilitate the design and construction requirements. This meeting can be held at Fleet, by phone or at the installation facilities as directed by

the Superintendent of Fleet Management for the City of Tallahassee.

(ii) A final review and inspection shall be at the Fleet Management facilities, 400 Dupree Street when the City vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and representative's) reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, these repairs shall be facilitated at either the City Fleet Management Division facilities or at the facilities of the installation manufacturer.

1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);

(ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,

(iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation. Should the City require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the City, shall install such Vehicle Accessories.

SECTION 2.0 PURCHASE OF PARTS.

2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract as the City may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the City Fleet Management Division within 24 hours from placement of the order. Delays in shipment beyond the reasonable control of the

Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the City regarding the details of any such delay so the City can make a final determination regarding responsibility.

2.2 The Contractor shall maintain, at City Fleet Management Division facilities, an inventory of certain high volume of use and long lead-time parts for Vehicle Accessories purchased by the City ("Consignment Parts"). Consignment Parts shall remain the property of the Contractor until use by the City; however, the City, unless otherwise provided herein, shall bear the risk of loss of all Consignment Parts while in the custody of the City. The City, based on information provided by the Contractor, shall be responsible for monitoring the shelf life and condition of all Consignment Parts. The Contractor, at its cost, shall ensure that Consignment Parts that are used, are otherwise withdrawn from stock, are determined to be obsolete, or are identified as being out of date or in an unusable condition are promptly replaced in inventory. This inventory of Consignment Parts will be audited annually for reconciliation purposes. The City agrees to allow the Contractor to use the Consignment Parts for other customer applications so long as the Contractor promptly replaces such parts; however, the Contractor shall limit the volume of these transactions such that, in the opinion of the City, they do not cost the City additional inventory maintenance expenditures.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on January 1, 2007 unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Pricing.

4.1.1 During the Term, the City shall pay the Contractor for Vehicle Accessories ordered by the City based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount set forth in the Proposal. The City shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the City, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 Notwithstanding Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered

by the Contractor to any governmental customer. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected Vehicles purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of the affected Vehicles through the date of such notice from the City.

4.1.3 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories.

4.2 Payment.

4.3.1 All Vehicle Accessory prices shall be F.O.B. City of Tallahassee, Fleet Management Division, 400 Dupree Street, Tallahassee, Florida

4.3.2 All proper invoices shall be paid by the City in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall deliver each Completed Vehicle in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery by the Contractor is of the essence of this Contract, that the City will suffer damages in the event the Contractor fails to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of $100 per day, or portion thereof, for each day of delay in delivery of each Completed Vehicle by the City. Such liquidated damages shall be paid in addition to any other recourse that may be available to City in the event of such a breach.

5.2 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the City, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.3 Delivery of a Completed Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the City shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the City.

5.4 With each group of Vehicle Accessories, the Contractor shall deliver to the City, in an electronic format acceptable to the City three (3) copies of the technical and service manuals for such Vehicle Accessories.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its official or employees, to the extend such claim, suit or proceeding is based on a claim that any Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall

indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

(i) Premise/Operations
(ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
(iii) Products/Completed Operations
(iv) Contractual
(v) Independent Contractors
(vi) Broad Form Property Damage
(vii) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.

(I) Owned/Leased Autos
(ii) Non-owned Autos
(iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) *Commercial General Liability and Automobile Liability Coverage*

(i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(ii) The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

(v) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) *Workers' Compensation and Employers' Liability and Property Coverage*

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and

committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3. ***Deductibles and Self-Insured Retention's***

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. ***Acceptability of Insurers***

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

7.1.5. ***Verification of Coverage***

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the

contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION.

8.1 The City may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of City or because of failure of the Contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).

8.2 If the termination is for the convenience of the City, the Contractor shall be paid for Vehicle Accessories and installation finally accepted by the City as of the effective date of termination.

8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to City for reasonable additional costs incurred by City as a result of such breach.

8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of City.

8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have at law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE.

9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, on-site in Tallahassee, for all warranty repairs within 24 hours following notice from the City.

9.2 The City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully loaded costs for personnel performing such work. At the request of the Contractor, the City will provide documentation of such costs. The contractor must authorize all such warranty repairs under exigent circumstances in advance. Authorization to proceed shall be within 24 hours or less of the request from the City of Tallahassee.

10.0 MISCELLANEOUS PROVISIONS.

10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
4737 San Juan Ave.
Jacksonville, Florida 32210
Attn: J. C. Puryear

And to the City as follows:

City of Tallahassee
Fleet Management Division
400 Dupree Street
Tallahassee, Florida 32304
Attn: Fleet Superintendent

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.

10.7 As required by Section 287.133, (2 (a), Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public

entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.

10.11 The Contractor shall make Vehicle Accessories and installation available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories or installation on such basis utilizing this Contract, the Contractor shall report such purchase to the City and, within thirty (30) days following final payment for each order of such Vehicle Accessories or installation, shall provide a credit to the City, which can be used toward the purchase of parts, equipment and installation

from the Contractor, in the amount of 0.5% of the purchase price of such Vehicle Accessories and installation. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

CITY OF TALLAHASSEE

Attest:

Gary Herndon
City Treasurer-Clerk

By: Cathy K Davis
Cathy ~~Kilpatrick~~ Davis
Manager For Procurement Services

DANA SAFETY SUPPLY, INC.

By: Jeffrey E. Dason V.P. CFO
(Type or print name and title of signatory)

Witness as to the Contractor

Witness as to the Contractor

Approved as to form:

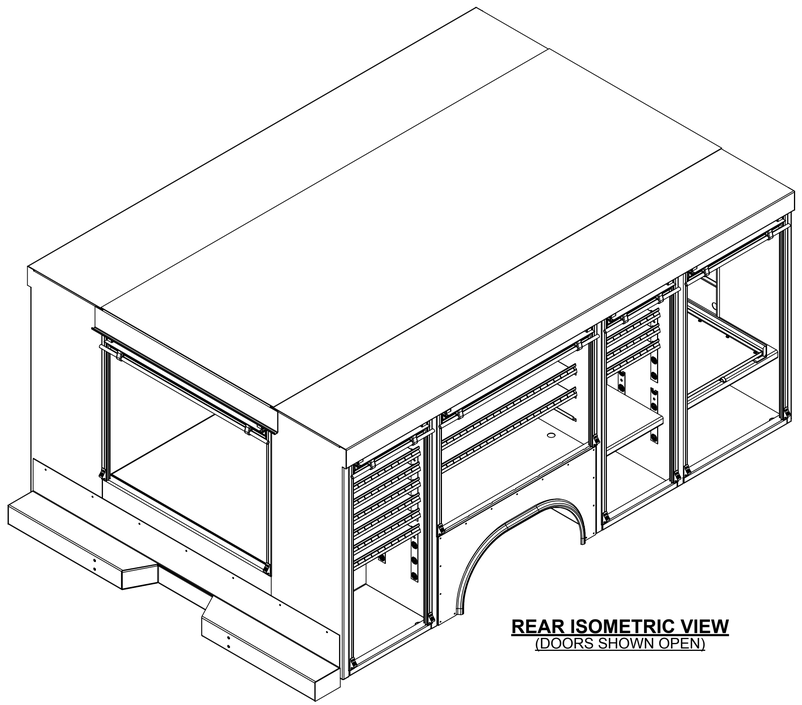
By: for
City Attorney

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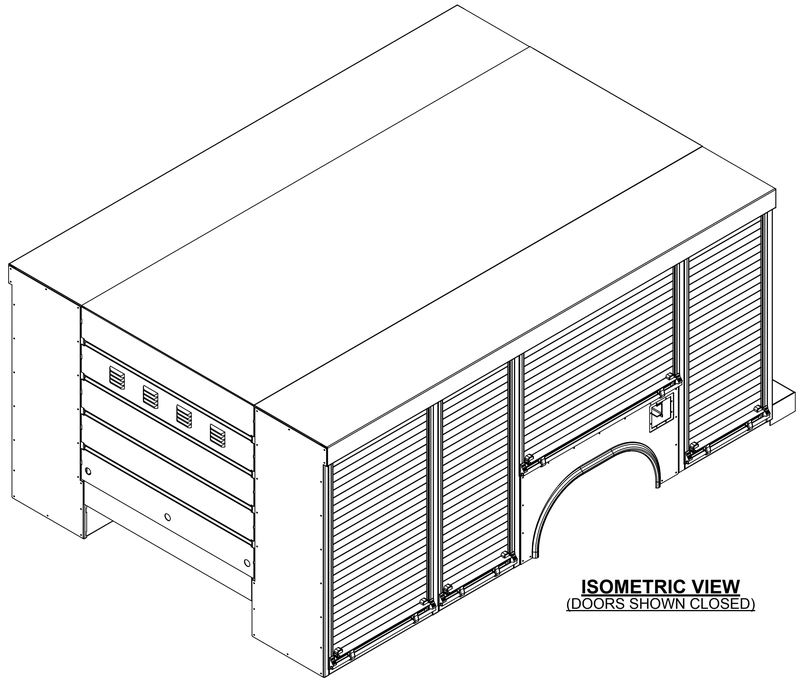
REVISIONS			
DATE	REV.	BY	DESCRIPTION
6/5/2015	A	RFW	-INCORPOATED BODY TO BE ALUMINU CONSTRUCTION IN LIEU OF STEEL -INCORPORATED LENGTH OF BODY TO BE 134" IN LIEU OF 132" -CHANGED COMPARTMENT SIZES TO 34 1/4" FRONT, 24 1/4" 2ND FRONT, 47 1/4" HORIZONTAL, AND 29 1/4" REAR COMPARTMENTS -INCORPORATED ROM ALUMINUM ROLL-UP SHUTTER STYLE DOORS IN LIEU OF HANSEN -ELIMINATED EXTEND-A-SHELF PULL OUT SHELF ASSEMBLIES IN 2ND FRONT COMPARTMENTS ROADSIDE AND CURBSIDE AND INCORPORATED (3) SLOTTED SHELVES IN EACH COMPARTMENT -ELIMINATED EXTEND-A-SHELF PULL OUT SHELF ASSEMBLIES IN REAR COMPARTMENTS ROADSIDE AND CURBSIDE AND INCORPORATED (3) SLOTTED SHELVES IN EACH COMPARTMENT -CHANGED RUBRAIL DIMENSION TO 5" IN LIEU OF 8"

NOTES:

1. **DOORS: ROM CORPORATION ALUMINUM ROLL-UP SHUTTER STYLES DOORS USED FOR ALL VERTICAL AND HORIZONTAL COMPARTMENTS AND AT REAR OF CARGO AREA**
2. **FURNISH AND INSTALL TRUCK-LITE #80162C LED DOME LIGHTS IN EACH COMPARTMENT ROADSIDE AND CURBSIDE (MUST BE WIRED TO MASTER SWITCH BY INSTALLER)**
3. **FURNISH STANDARD 92DSBDW RECESSED BRIGHT ALUMINUM DECK PLATE STEP BUMPER (NOT INSTALLED)(BARE METAL)**
4. **FURNISH DODGE SUPPLEMENT MOUNTING KIT (NOT INSTALLED) (PART #10566602)**
5. **PAINTED IN PRIMER - INSIDE AND OUTSIDE (DEBURR ALL SHARP EDGES BEFORE PAINT)**
6. **COMPLETE EXTERIOR OF BODY, INSIDE COMPARTMENTS AND INSIDE FLOOR AREA TO BE POWDER COATED "DODGE RAM" RED (PART #14900262)**
7. **COMPLETE UNDERSTRUCTURE UNDERCOATED**
8. **FURNISH DODGE LIGHT HARNESS ADAPTER (PART #14302413)(NOT INSTALLED)**
9. **D16G DIVIDERS - (SHIPPED LOOSE), (20) DIVIDERS TOTAL**
10. **INSTALL SLOTTED ADJUSTABLE AND REMOVABLE SHELVES AFTER POWDER COAT**
11. **FURNISH (2) LED LIGHT RESISTORS (PART #10508225) (NOT INSTALLED)**



REAR ISOMETRIC VIEW
(DOORS SHOWN OPEN)



ISOMETRIC VIEW
(DOORS SHOWN CLOSED)

NOTE:
BODY O BE MOUNTED ON A 2015 DODGE RAM MODEL 4500 (GAS) REGULAR CAB AND CHASSIS HAVING A 84" CA (3" CAB CLEARANCE) AND EQUIPPED WITH STANDARD DUAL REAR TIRES

Note:
Reading Bodies are not designed to be a torsional structure to resist twisting loads induced by aerial devices, derricks or other attachments. It is the responsibility of the final installer of aerial devices, derricks or other attachments in conjunction with the manufacturer of the device to provide an appropriately sized subframe or torsional isolation mounting structure to prevent excessive body twisting.

Body twisting must not exceed 3/8" over a 9' span or 1/2" over a 14' span

Bodies that are not mounted in compliance with these mounting recommendations will not be warranted against stress fracturing by Reading Truck Body , LLC.

Note:
When top coating Reading Bodies, Reading recommends a dry film thickness of 3.5 mils which includes E-Coat primer and finish paint

Note:
Any bolted on items attached to Reading Bodies such as ladder racks or top boxes must be installed with a body sealer prior to bolting. Urethane sealer must be used to seal all exposed edges to prevent entry of water between mating surfaces

These drawings and the information and designs contained herein are the property of Reading Truck Body, LLC ("RTB") and are protected by U.S. and foreign copyright, trade secret and other applicable laws. Any copying, reproduction, modification, distribution, public display or disclosure by any person outside of your organization (each a "Prohibited Action") in whole or in part without the express written consent of RTB is expressly prohibited. RTB will pursue all available criminal and civil remedies in the event of any Prohibited Action or any other action taken in violation of its rights.

READING TRUCK BODY, LLC
201 HANCOCK BLVD, READING PA 19611 PHONE:(610) 775-3301

DESCRIPTION: MAIN ASSEMBLY DWG #150304 (PRINT)

CUSTOMER: **DANA SAFETY SUPPLY, INC.**
FOR
ORANGE COUNTY FIRE & RESCUE

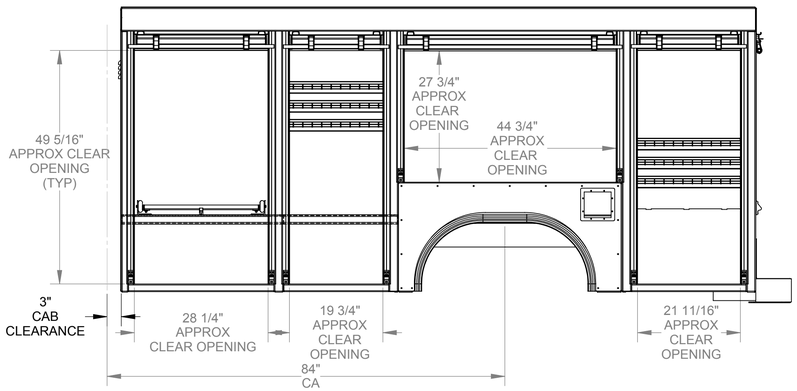
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CHECKED BY: RFW DATE: 3/10/2015
ESTIMATED BY:
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SCALE: 1:16
SHEET SIZE: D

JOB NUMBER:
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UNLESS OTHER WISE NOTED

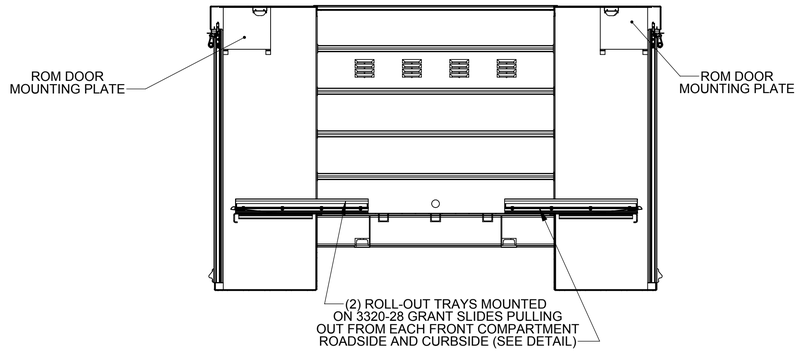
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SHEET: 1 OF 3 REVISION

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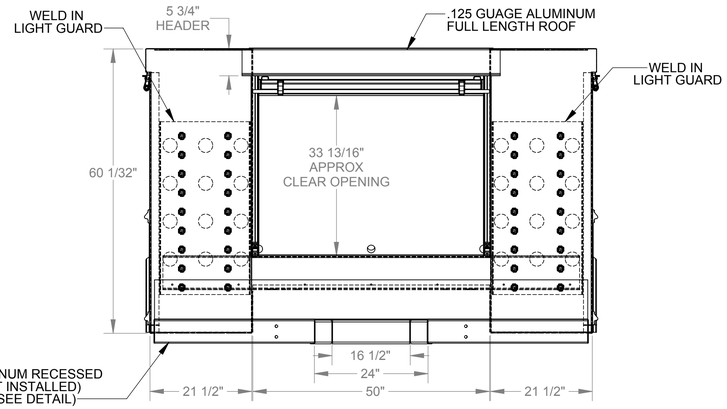
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DATE	REV.	BY	DESCRIPTION



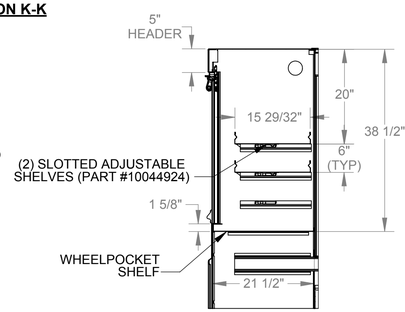
ROADSIDE VIEW
(ROM DOORS SHOWN OPEN)
(DRAWER UNITS & SHELVES HIDDEN)



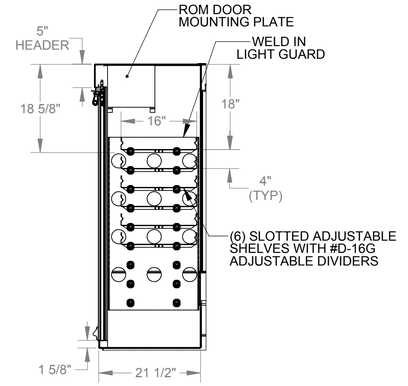
SECTION K-K



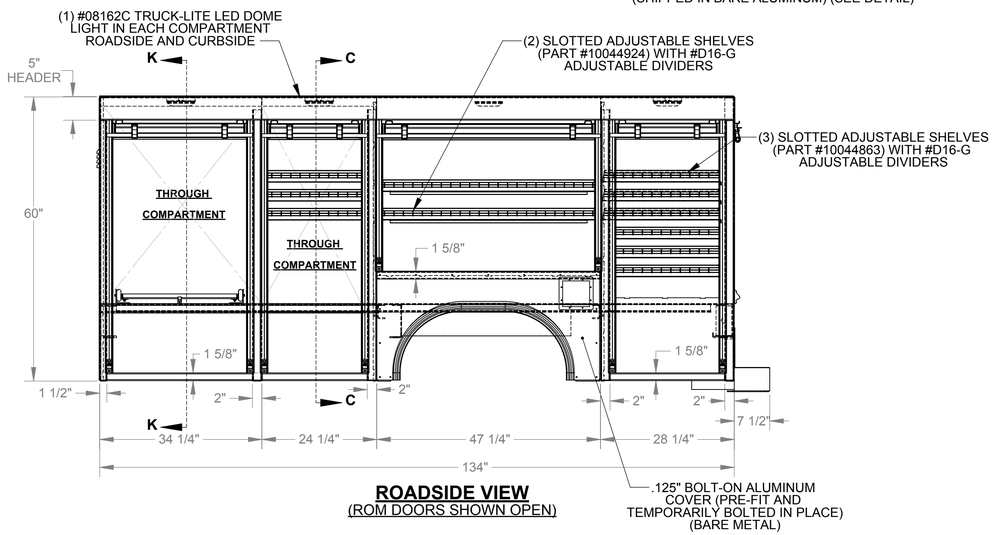
REAR VIEW



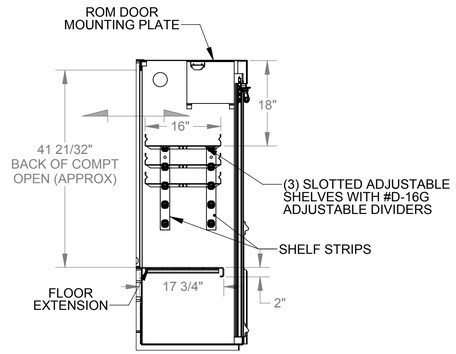
SECTION F-F
(HANSEN DOOR HIDDEN)
(R/S HORIZ SAME)



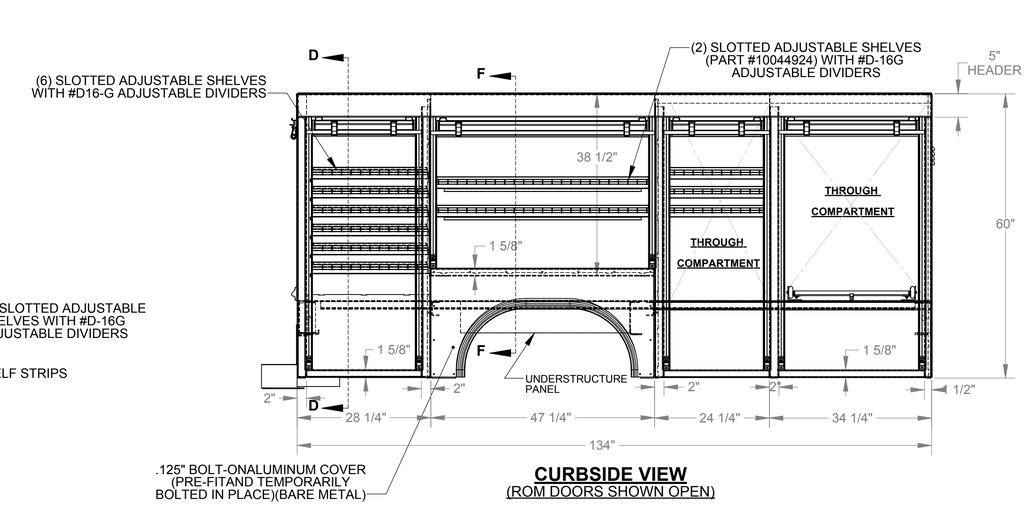
SECTION D-D
(HANSEN DOOR HIDDEN)
(R/S REAR SAME)



ROADSIDE VIEW
(ROM DOORS SHOWN OPEN)



SECTION C-C
(HANSEN DOOR HIDDEN)
(C/S 2ND FRONT SAME)



CURBSIDE VIEW
(ROM DOORS SHOWN OPEN)

Note:
Reading Bodies are not designed to be a torsional structure to resist twisting loads induced by aerial devices, derricks or other attachments. It is the responsibility of the final installer of aerial devices, derricks or other attachments in conjunction with the manufacturer of the device to provide an appropriately sized subframe or torsional isolation mounting structure to prevent excessive body twisting.

Body twisting must not exceed 3/8" over a 9' span or 1/2" over a 14' span.

Bodies that are not mounted in compliance with these mounting recommendations will not be warrantied against stress fracturing by Reading Truck Body , LLC

Note:
When top coating Reading Bodies, Reading recommends a dry film thickness of 3.5 mils which includes E-Coat primer and finish paint

Note:
Any bolted on items attached to Reading Bodies such as ladder racks or top boxes must have both surfaces Top Coated prior to bolting. Urethane sealer must be used to seal all exposed edges to prevent entry of water between mating surfaces

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READING TRUCK BODY, LLC
201 HANCOCK BLVD, READING PA 19611 PHONE:(610) 775-3301

DESCRIPTION: MAIN ASSEMBLY DWG #150304 (PRINT)

CUSTOMER: **DANA SAFETY SUPPLY, INC.**
FOR
ORANGE COUNTY FIRE & RESCUE

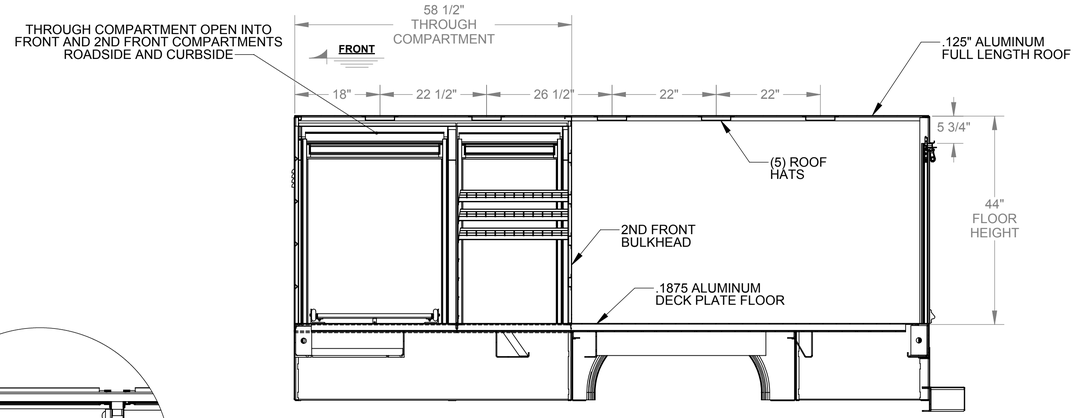
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SCALE: 1:16
SIZE: D
JOB NUMBER:
DRAWING: **150304**
SHEET: 2 OF 3 REVISION

PART TOLERANCES
DIMENSIONS IN INCHES
XX +/- .06
XXX +/- .010
ANGLE +/- 1 Deg.
FRACTION +/- 1/32
UNLESS OTHER WISE NOTED

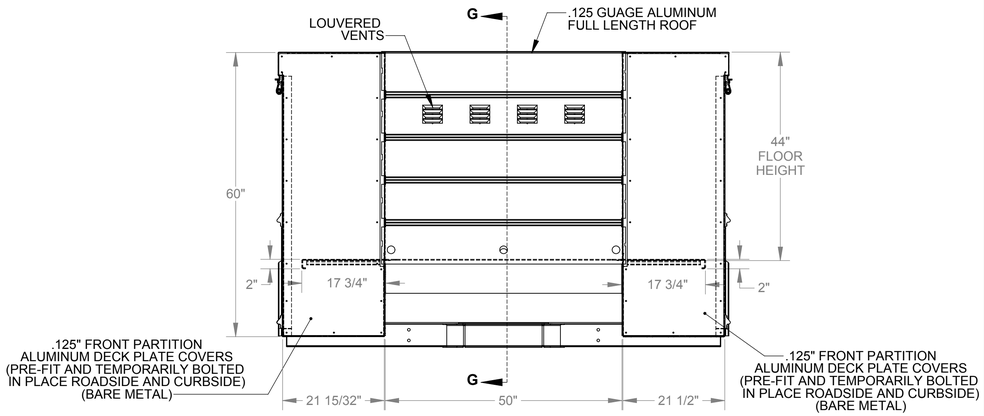
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DATE	REV.	BY	DESCRIPTION

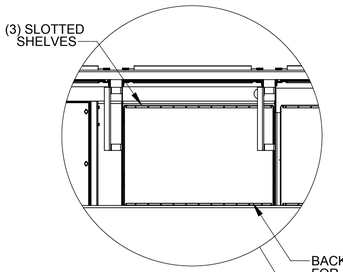


SECTION G-G

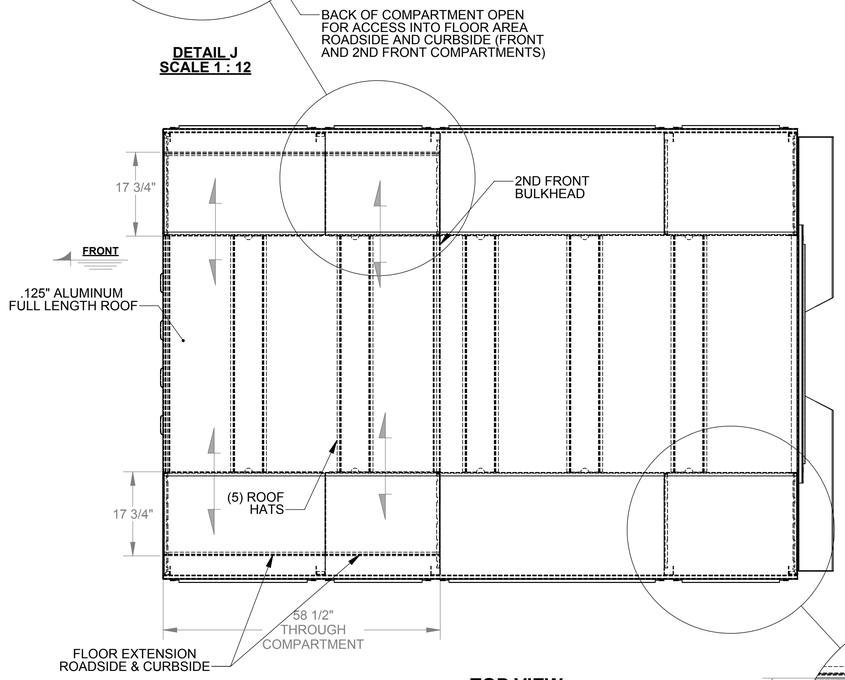
INSIDE FLOOR AREA DETAIL
(CURBSIDE SHOWN-ROADSIDE SAME)



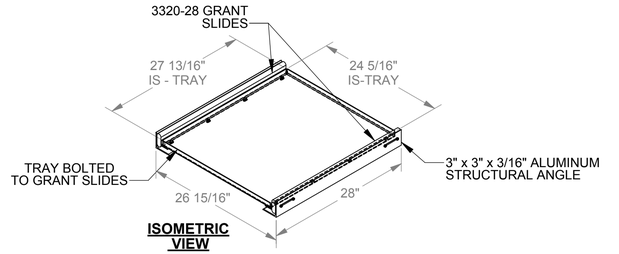
FRONT VIEW



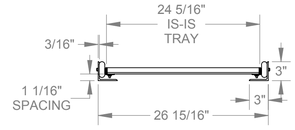
DETAIL J
SCALE 1 : 12



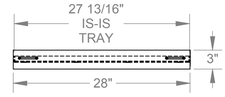
TOP VIEW



ISOMETRIC VIEW

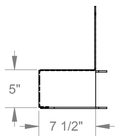


FRONT VIEW

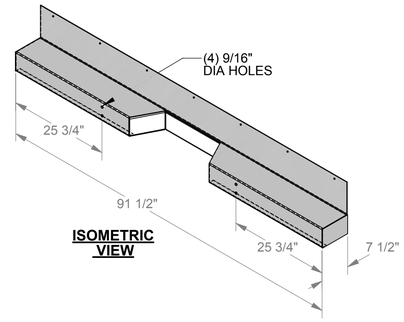


SIDE VIEW

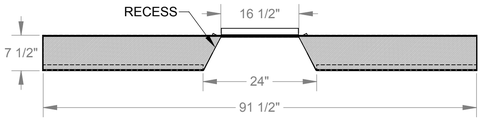
ROLL-OUT TRAY DETAIL
(2) REQUIRED
(1) EACH FRONT COMPARTMENT



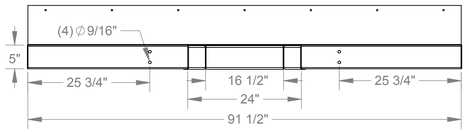
END VIEW



ISOMETRIC VIEW

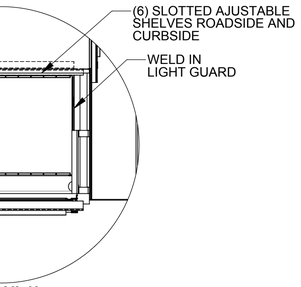


TOP VIEW



FRONT VIEW

STANDARD ALUMINUM DECK PLATE STEP BUMPER
(1) REQUIRED (NOT INSTALLED)
(SHIPPED IN BARE METAL)



DETAIL H
SCALE 1 : 12

Note:
Reading Bodies are not designed to be a torsional structure to resist twisting loads induced by aerial devices, derricks or other attachments. It is the responsibility of the final installer of aerial devices, derricks or other attachments in conjunction with the manufacturer of the device to provide an appropriately sized subframe or torsional isolation mounting structure to prevent excessive body twisting.

Body twisting must not exceed 3/8" over a 9' span or 1/2" over a 14' span.

Bodies that are not mounted in compliance with these mounting recommendations will not be warranted against stress fracturing by Reading Truck Body , LLC.

Note:
When top coating Reading Bodies, Reading recommends a dry film thickness of 3.5 mils which includes E-Coat primer and finish paint

Note:
Any bolted on items attached to Reading Bodies such as ladder racks or top boxes should be installed using Nylock nuts in addition to bolting. Urethane sealer must be used to seal all exposed edges to prevent entry of water between mating surfaces

These drawings and the information and designs contained herein are the property of Reading Truck Body, LLC ("RTB") and are protected by U.S. and foreign copyright, trade secret and other applicable laws. Any copying, reproduction, modification, distribution, public display or disclosure to any person outside of your organization (each a "Prohibited Action") is strictly prohibited without the express written consent of RTB. RTB is expressly prohibited. RTB will pursue all available criminal and civil remedies in the event of any Prohibited Action or any other action taken in violation of its rights.

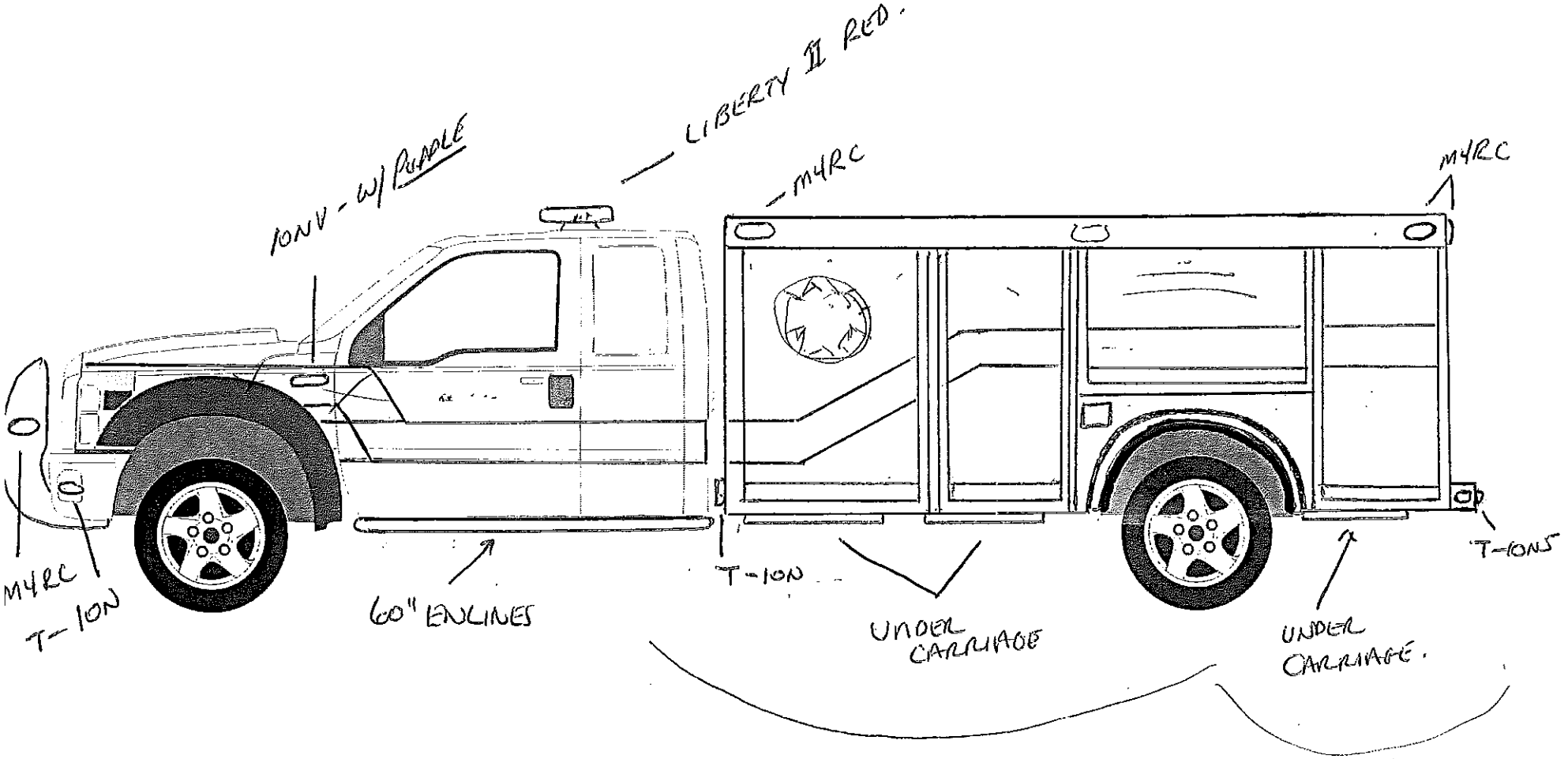
READING TRUCK BODY, LLC
201 HANCOCK BLVD, READING PA 19611 PHONE:(610) 775-3301

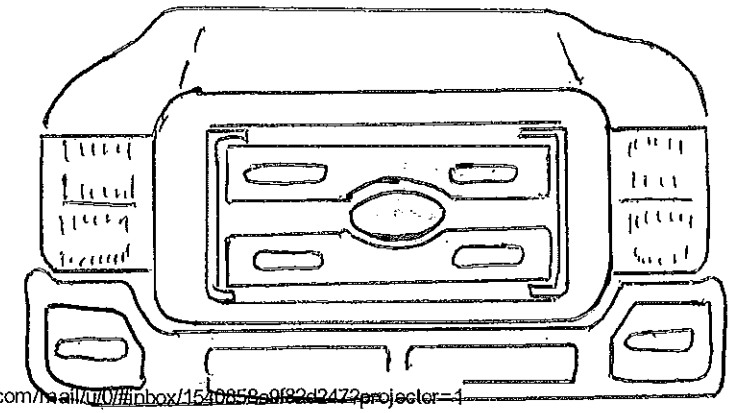
DESCRIPTION: MAIN ASSEMBLY DWG #150304 (PRINT)

CUSTOMER: DANA SAFETY SUPPLY, INC. FOR ORANGE COUNTY FIRE & RESCUE

DRAWN BY: RFW DATE: 3/10/2015
CHECKED BY: RFW DATE: 3/10/2015
ESTIMATED BY:
WEIGHT: 1325.959
SCALE: 1:16
SHEET SIZE: D
JOB NUMBER:
DRAWING: 150304
SHEET: 3 OF 3 REVISION

PART TOLERANCES
DIMENSIONS IN INCHES
XX +/- .06
XXX +/- .010
ANGLE +/- 1 Deg
FRACTION +/- 1/32
UNLESS OTHER WISE NOTED





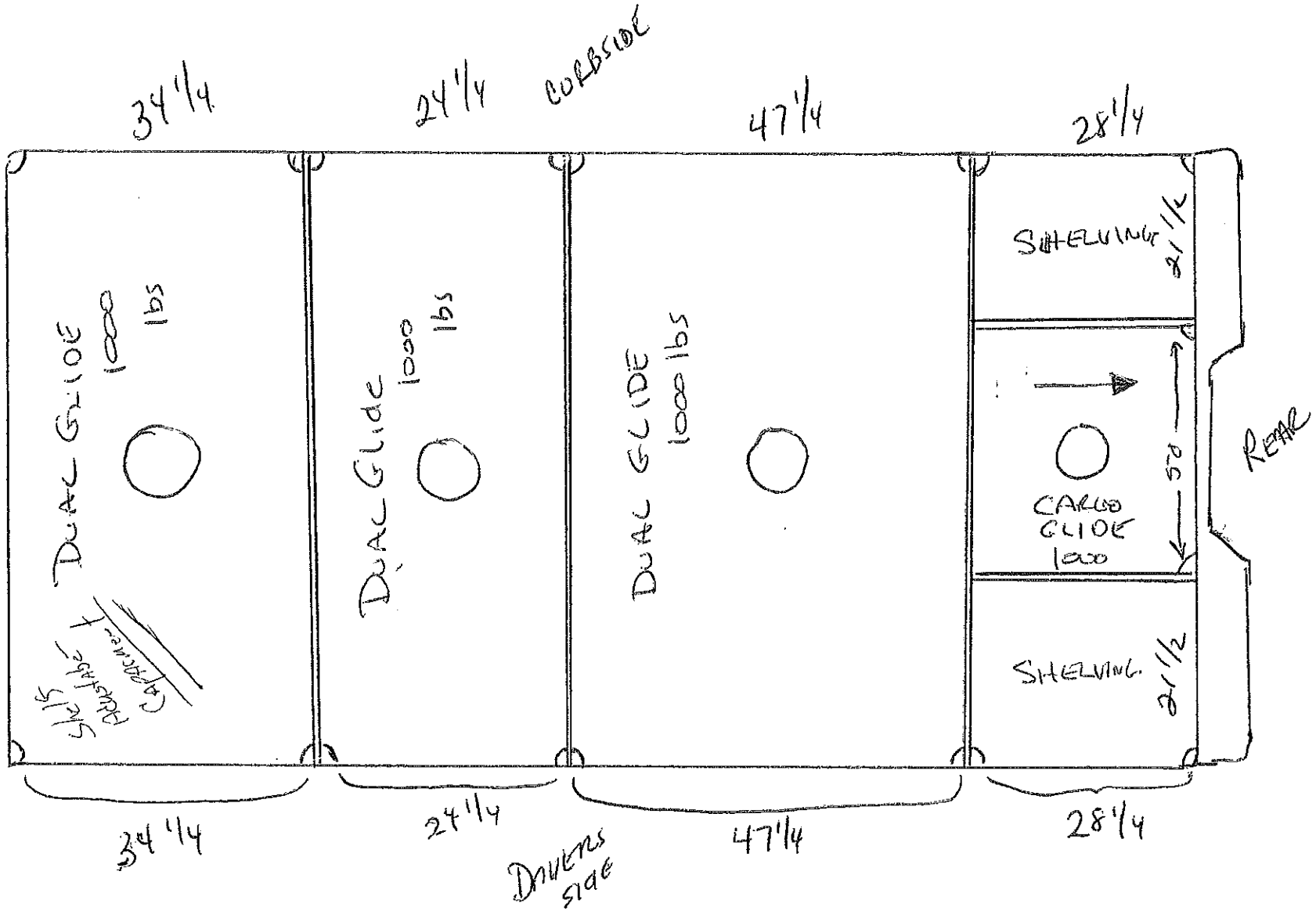
T-10NS ON FRONT GRILL AND BUMPER

+ STERLING PUSH BAR

SPEAKERS OUTBOARD ON BUMPER

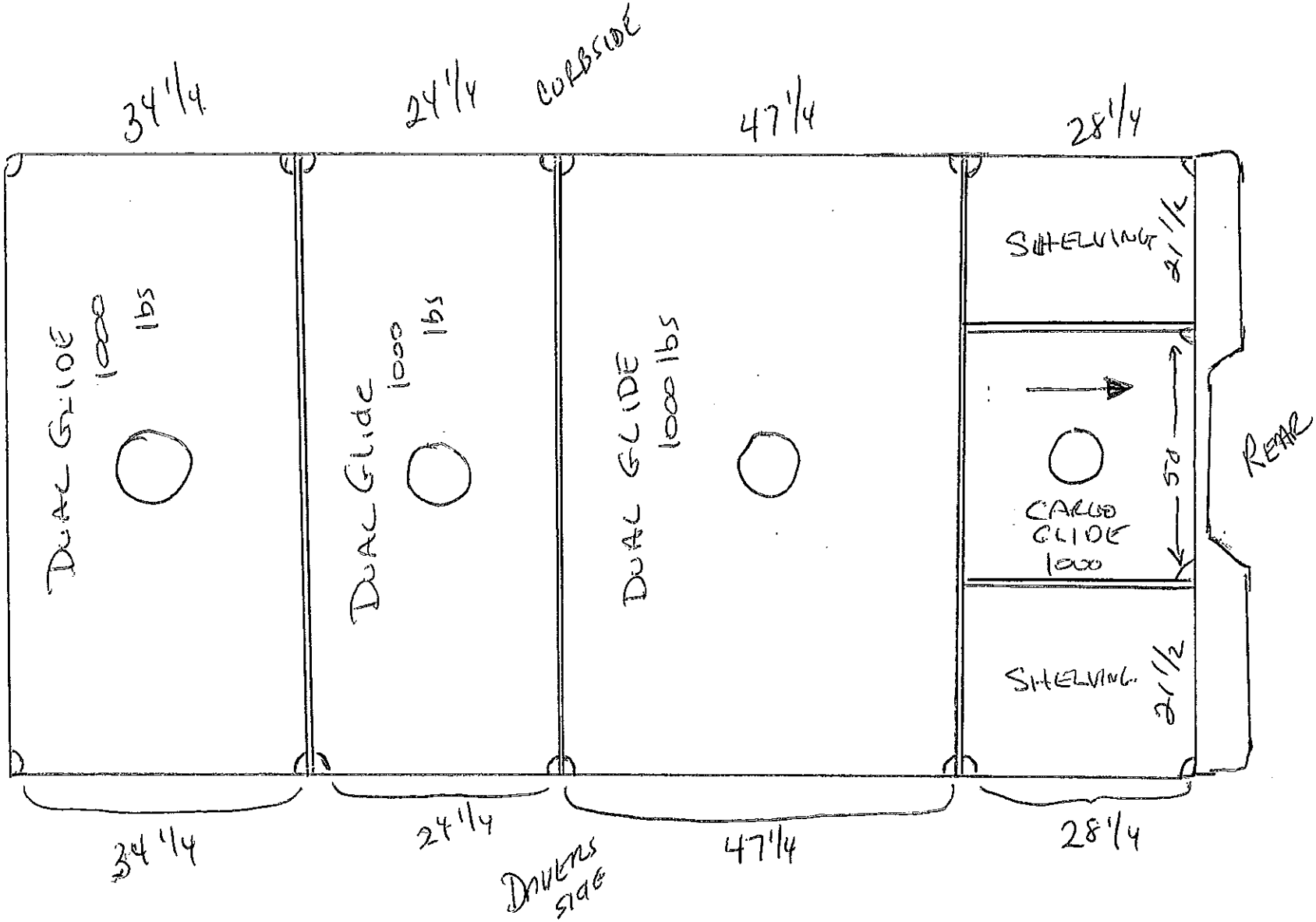
○ = DOME LIGHT W/ MOTION SENSOR 900 LUMENS

▭ - 36" LED STRIP LIGHT SWITCH ACTIVATED - 2 PER CABINET OPENING



- SI173913 -

○ = DOME LIGHT W/ MOTION SENSOR 900 LUMENS
▭ - 36" LED STRIP LIGHT SWITCH ACTIVATED - 2 PER CABINET OPENING



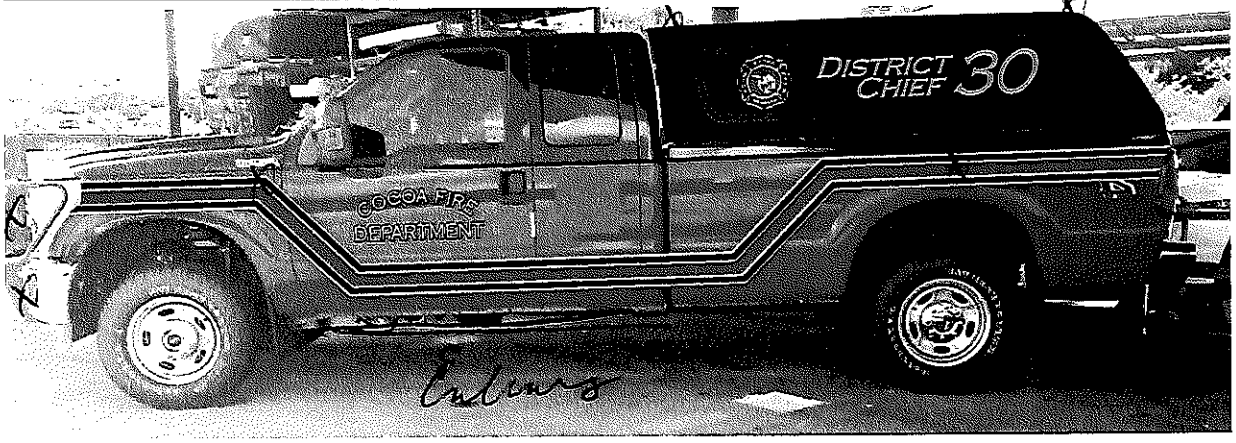
- S0173913 -

DANA SAFETY SUPPLY

GRAPHIC DEPARTMENT

GRAPHIC PROOF







APPROVAL DISCLAIMER

I hereby certify that I have reviewed the content provided within this graphic proof, checking all information for accuracy in spelling, layout, positioning of graphics and provided color samples. By signing this form, I agree that everything within this proof is correct and any changes made after stated date will be subject to possible additional charges for time, materials and labor.

Customer Signature *Date* *(Print) Company Name / Department*

READING

Quotation

REVISED
3/9/2016

Q 091287
03/08/2016
Expires: 6/8/2016

To: **DANA SAFETY SUPPLY, INC.**
5221 WEST MARKET STREET
GREENSBORO NC 27409

Attention: JEFF BOEBINGER

Price

COCOA FIRE DEPT.

QUANTITY----------(1 to 2 Units)----------PRICED EACH

*****THIS QUOTATION IS VALID FOR AN ORDER OF (1 to 2) UNITS ONLY. TO QUALIFY FOR THIS PRICE LEVEL ALL BODIES MUST BE PRODUCED CONSECUTIVELY AND WILL BE SHIPPED WHEN COMPLETED. ANY REQUEST TO BREAK UP THE MANUFACTURING OR SHIPPING SCHEDULE WILL REQUIRE A REVISED QUOTATION AT AN INCREASED PRICE LEVEL*****

QUANTITY----------(3 to 5 Units)----------PRICED EACH

*****THIS QUOTATION IS VALID FOR AN ORDER OF (3 to 5) UNITS ONLY. TO QUALIFY FOR THIS PRICE LEVEL ALL BODIES MUST BE PRODUCED CONSECUTIVELY AND WILL BE SHIPPED WHEN COMPLETED. ANY REQUEST TO BREAK UP THE MANUFACTURING OR SHIPPING SCHEDULE WILL REQUIRE A REVISED QUOTATION AT AN INCREASED PRICE LEVEL*****

FOR MOUNTING ON A 2016 FORD MODEL F-450 REGULAR CAB AND CHASSIS HAVING A CAB TO REAR AXLE DIMENSION OF 84" AND EQUIPPED WITH STANDARD DUAL REAR TIRES.(DIESEL)

REFERENCE READING DRAWING # 150304

STANDARD READING MODEL ALUR-132AHH DUAL WHEEL CLASSIC II ALUMINUM SERVICE BODY

INCREASE LENGHT OF BODY TO 134" IN LIEU OF 132" AND INCORPORATE SPECIAL COMPARTMENT WIDTH FRONT TO REAR 34 1/4" WIDE FRONT 24 1/4" SECOND FRONT 47 1/4" WIDE HORIZONTAL AND 28 1/4" REAR COMPARTMENTS ROADSIDE AND CURBSIDE

INCREASE HEIGHT OF COMPARTMENTS - ROADSIDE AND CURBSIDE TO APPROXIMATELY 60" HIGH

INCORPORATE A 30" WIDE FRONT COMPARTMENT AND 26" WIDE SECOND FRONT COMPARTMENT - ROADSIDE IN LIEU OF 38 1/2" AND 17 1/2"

INCORPORATE (2) FUEL FILL HOLES IN WHEELHOUSE PANEL - ROADSIDE

(Continued)

Bob Gehr
Quoted By

READING
TRUCK BODY DIVISION

Quotation

REVISED
3/9/2016

Q 091287
03/08/2016
Expires: 6/8/2016

To: **DANA SAFETY SUPPLY, INC.**
5221 WEST MARKET STREET
GREENSBORO NC 27409

Attention: JEFF BOEBINGER

	Price
INCORPORATE A PERMANENT .125 ALUMINUM FULL LENGTH ROOF WITH REINFORCING HAT SECTIONS	
INCORPORATE A THRU COMPARTMENT IN FRONT AND SECOND FRONT VERTICAL COMPARTMENTS AND HORIZONTAL COMPARTMENT ACCESSIBLE FROM ROADSIDE AND CURBSIDE WITH FLOOR EXTENDING INTO COMPARTMENTS (THIS ELIMINATES STANDARD SHELVING NORMALLY FURNISHED)	
INCORPORATE 8" - 10" HIGH HEADER IN LIEU OF RADIUS RUB RAIL	
INCORPORATE A HANSEN INTERNATIONAL ALUMINUM ROLL-UP SHUTTER DOOR ON VERTICAL SIDE COMPARTMENTS - ROADSIDE AND CURBSIDE IN LIEU OF STANDARD VERTICAL DOORS	
INCORPORATE A HANSEN INTERNATIONAL ALUMINUM ROLL-UP SHUTTER DOOR ON HORIZONTAL SIDE COMPARTMENT ROADSIDE AND CURBSIDE IN LIEU OF VERTICAL LAPPING DOORS	
INCORPORATE (5) ADDITIONAL SLOTTED SHELVES IN REAR VERTICAL COMPARTMENT ROADSIDE AND CURBSIDE (TOTAL OF (6) SHELVES)	
FURNISH AND INSTALL A HANSEN INTERNATIONAL ALUMINUM ROLL-UP SHUTTER DOOR AT REAR BODY	
FURNISH ALB 92DSBDW DECK PLATE STEP BUMPER (NOT INSTALLED)(BRIGHT)	
INCORPORATE A STANDARD RECESS IN BRIGHT ALUMINUM DECK PLATE STEP BUMPER	
PRE-FIT AND TEMPORARILY BOLT IN PLACE 1/8" ALUMINUM DECK PLATE ON FRONT PARTITIONS - ROADSIDE AND CURBSIDE (FULL HEIGHT AND WIDTH)	
PRE-FIT AND TEMPORARILY BOLT IN PLACE 1/8" ALUMINUM DECK PLATE ON WHEELHOUSE PANEL - ROADSIDE AND CURBSIDE	
FURNISH FORD CAB CHASSIS DEF FILL CUP (NOT INSTALLED)	
**	

(Continued)

Bob Gehr
Quoted By

READING TRUCK BODY, LLC

Quotation

REVISED
3/9/2016

Q 091287
03/08/2016
Expires: 6/8/2016

To: **DANA SAFETY SUPPLY, INC.**
5221 WEST MARKET STREET
GREENSBORO NC 27409

Attention: JEFF BOEBINGER

Price

DRAWING: ENGINEERING DRAWINGS WILL BE COMPLETED AND SUBMITTED FOR CUSTOMER APPROVAL AFTER RECEIPT OF AN ORDER. PRODUCT LEAD TIME COMMENCES WITH RECEIPT OF APPROVED AND SIGNED CUSTOMER DRAWINGS. CHANGES AND MODIFICATIONS TO THE PRODUCT DESIGN WILL REQUIRE A REVISED PRODUCT DRAWING AND CUSTOMER DRAWING APPROVAL AND CAN EXTEND LEAD TIME FOR PRODUCT DELIVERY.

NOTE: FREIGHT CHARGE NOT INCLUDED

PRICES QUOTED SUBJECT TO ACCEPTANCE WITHIN 90 DAYS.

*****THE ABOVE PRICING DISCOUNTED - NO OTHER DISCOUNTS APPLY*****

*****Reading Truck Body, LLC is one of the leading custom body manufacturers in North America. Our goal is to ensure that custom bodies are built to customer specifications.*****

*****However, changes made after a PO has been submitted, drawings have been approved or at the time of on-site inspection, can be costly regarding scrapped material, new material required, additional design work and additional labor. Delivery can also be delayed. Therefore, the following will apply to requested changes:*****

*****Any requested change(s) that are different from the Purchase Order or "Signed" Approval Drawing will result in additional Labor and/or Material charges. The changes may also affect the delivery of production units (and a pilot unit if one has been ordered). If charges or delivery changes apply, you will be notified.*****

Bob Gehr
Quoted By

Legislation Details (With Text)

File #:	16-207	**Version:**	1	**Name:**	Welcome Signs Sole Source & Budget Amendment
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/11/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve a resolution waiving the competitive bidding process, by reason of sole source, for the purchase of City of Cocoa Welcome Signs(PW15WS) from Kendal Signs, Rockledge, FL; Approve a resolution amending the FY2016 Budget to transfer funds to complete the remaining signs and have them installed. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Kendal Signs Quote for Welcome Signs.pdf Resolution No. 2016-54 Sole Source - Kendal Signs Resolution No. 2016-55.pdf BAF-PW-Welcome Signs (5-24-16) Agenda 16-207.pdf SS-PW-KendalSigns(5-11-16).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2016
Agenda Date: May 24, 2016
Prepared By: Charlene Neuterman, Project Manager, Public Works
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve a resolution waiving the competitive bidding process, by reason of sole source, for the purchase of City of Cocoa Welcome Signs(PW15WS) from Kendal Signs, Rockledge, FL; Approve a resolution amending the FY2016 Budget to transfer funds to complete the remaining signs and have them installed.

BACKGROUND:

In 2014, the City of Cocoa created a new welcome sign design to place throughout the City. These signs will help improve the City's image as residents/visitors enter the City. City Staff used the new sign design to identify local vendors in Cocoa and Brevard County who could replicate the prototype. After contacting several local sign makers, it was determined that only one local vendor (Kendal Signs) had the necessary equipment to manufacture the cedar signs. Staff ordered one prototype sign from Kendal Signs for review prior to purchase of the remaining 20 signs. Upon delivery of the new sign, staff proposes to purchase the additional signs from Kendal Signs.

The Community Aesthetic Feature (CAF) Agreement has been conceptually approved and is in the

final stages of the approval process. Once the approval is received, the City will order the remaining signs and have them installed in the locations designated by The Florida Department of Transportation (FDOT). This will complete the Welcome Sign installation meant to improve the City's image by installing identifiable signs unique to our City. Residents and visitors to our City will recognize and identify with our signs as they travel throughout the area.

The signs remaining to manufacture and install are listed below.

Small Sign (1)

- Jackson Street EB
  - Small Sign is fabricated and needs to be installed on FDOT approved breakaway posts.
  - Installation delayed while County completed drainage project on Jackson St.

Medium Signs (2)

- SR 524 West of I-95 EB
  - Sign is part of CAF agreement which is not fully approved
  - Medium sign is fabricated and needs to be installed on FDOT approved breakaway posts
- Industry Rd/SR 524
  - Sign is part of CAF agreement which is not fully approved
  - Medium sign is fabricated and needs to be installed on FDOT approved breakaway posts

Large Signs (6)

- SR 520 (across from PD)
  - Originally a medium sign - City Administration changed to large sign
  - Sign is part of CAF agreement which is not fully approved
  - Large sign will be fabricated and then installed on new FDOT approved breakaway posts
- SR 524 East of I-95 EB
  - Originally a medium sign - City Administration changed to large sign
  - Sign is part of CAF agreement which is not fully approved
  - Large sign will be fabricated and then installed on new FDOT approved breakaway posts
- SR 528 EB west of US1 sign
  - Sign is part of CAF agreement which is not fully approved
  - Large sign will be fabricated and then installed on new FDOT approved breakaway posts
- SR 524 West of I-95 WB
  - Originally a medium sign - City Administration changed to large sign
  - Sign is part of CAF agreement which is not fully approved
  - Large sign will be fabricated and then installed on new FDOT approved breakaway posts
- US1 South of SR 528 SB
  - Originally a medium sign - City Administration changed to large sign
  - Sign is part of CAF agreement which is not fully approved
  - Large sign will be fabricated and then installed on new FDOT approved breakaway posts

- SR 520 WB (west of bridge)
  - Sign is part of CAF agreement which is not fully approved
  - Large sign will be fabricated and then installed on new FDOT approved breakaway posts

Staff requests a budget transfer in the amount of $6,946 to cover the costs of completing the sign project. The FY2016 budget had $77,000 budgeted for the Welcome Signs. This amount included the CAF fees associated with the application submitted to FDOT. Those fees were in the amount of $4,460.24. This leaves $72,539.76 available to purchase the remaining signs. Final costs associated with the fabrication and installation of the signs listed above is $79,486.00. This increase is a result of City Administration changing the size of four (4) signs from medium to large. This resulted in a $9,680 increase from the original costs. Therefore, a budget transfer is necessary to complete the project. Funds in the amount of $6,946 will be transferred from 001-3560-519-64-00. The transfer will move the money into the 001-3560-519-52-00 for the Welcome Signs project (PW15WS). The budget amendment is included in the agenda.

Staff respectfully requests the approval of the sole source and the budget amendment to complete the Welcome Sign project.

STRATEGIC PLAN CONNECTION:

The Strategic Plan Connection identified in this agenda is Image. The City will improve its identifiable image with the new signs placed at the City limits.

BUDGETARY IMPACT:

Budgeted	Yes
Not budgeted fully, amendment/transfer attached?	Yes

Budget Transfer	
Amount Requested	$(6,946.00)
Account Number	001-3560-519-64-00
Account Name	Public Works machinery & equipment

Amount Requested	$6,946.00
Account Number	001-3560-519-52-00_
Account Name	Public Works Facilities-Operating (PW15WS)

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

PREVIOUS ACTION:

Council approved agenda's 15-122 and 15-509 for the Welcome Signs and CAF agreement.

RECOMMENDED MOTION:

Approve a resolution waiving the competitive bidding process, by reason of sole source, for the purchase of City of Cocoa Welcome Signs (PW15WS) from Kendal Signs, Rockledge, FL; Approve a resolution amending the FY2016 Budget to transfer funds to complete the remaining signs and have them installed.

PROPOSAL / CONTRACT

Customer: City of Cocoa	Contact: Gary / Charlene
Billing Address: 65 Stone Street Cocoa, FL 32922	Phone #: 321-433-8772
Project Address: customer pick-up	Fax #:
Email: gpalmer@cocoafl.org, cneuterman@cocoafl.org	Date: 5/11/16

SCOPE OF WORK:

Kendal Signs will provide the following. Single sided, cedar signs routed, primed and painted an oil based enamel.

1 - Large 90"h x 70"w x 2" thick - quantity 6 ($4466.00 per sign)	$26,796.00

Provide aluminum posts with breakaways, aluminum ball finials, aluminum wind beam brackets, stainless steel u-bolts, decorative pole bases, powder coating, concrete and installation of signs.

2 - Large 90"h x 70"w - quantity 6 ($6334.80 per sign)	$38,008.80
3 - Medium 60"h x 46"w - quantity 2 ($5555.00 per sign) customer has both signs	$11,100.00
4 - Small 36"h x 28"w - quantity 1 ($2778.00 per sign) we have sign in our shop	$2,778.00
Black lettering for the word COCOA only is black reflective paint.	$804.00
Notice of Commencement & Sealed Engineering	$0.00
Permit Acquisition Labor	$0.00

SUBTOTAL: $79,486.80 TAX: $0.00 TOTAL: $79,486.80 DEPOSIT DUE: $39,743.40

TOTAL DOES NOT INCLUDE THE COST OF THE PERMIT AND WILL BE BILLED AT ACTUAL COST UPON COMPLETION.

Terms and Conditions: A deposit of 50% of the total is due upon acceptance of job. Any job that includes an electronic message center requires a 60% deposit. Balance is due upon installation. Any payments not received in a timely manner by Kendal Signs shall bear interest from the due date at the rate of 18% per annum, with a $50 late fee assessed per month for the past due accounts until paid in full. All signage to remain property of Kendal Signs until paid in full. Customer's failure to submit prompt final payment following installations as per plan shall constitute default. The client/buyer agrees to pay all cost in the event of default of payment by the client/buyer, including reasonable attorney's fees. The client/buyer hereby grants Kendal Signs the right of entry into and on the property of the client/buyer for the purpose of retaking possession of the signage in the event of default, regardless of partial payment received for signage

RESPECTFULLY SUBMITTED BY: Denise Berg **EMAIL :** Denise@Kendalsigns.com

NOTES: Kendal Signs will complete all work as per plan. Customer shall be assessed a lost trip charge if site is not ready upon our crews arrival. Pricing based upon 120 volt primary power to sign location by others. Substandard soil conditions (i.e. coquina, rock, large roots, water, pipe, etc.) or fascias (i.e. steel beams) are additional. All additions, changes or errors that require additional time, labor or materials will be charged at Kendal Signs standard pricing. Kendal Signs reserves the right to apply minor final adjustments and revisions to any sign designs that is deemed in our sole discretions to benefit the sign's operation and/or overall appearance.

Product Warranty: Our standard warranty is as follows: One (1) year on materials, finishes, general workmanship; includes parts and labor. One (1) year on ballasts and transformers; includes parts only; labor to be billed as extra. Ninety (90) days on neon; includes parts and labor. Thirty (30) days on fluorescent lamps; included parts and labor. Warranties for specialty products such as electronic message centers (LED displays) issued separately.

ACCEPTANCE OF PROPOSAL: The above price(s), specifications and conditions are satisfactory and are hereby accepted. I authorize Kendal Signs to perform the work as specified. I agree to make payments as outlined above.

DATE OF ACCEPTANCE	AUTHORIZED CUSTOMER PRINTED NAME	AUTHORIZED CUSTOMER SIGNATURE

RESOLUTION NO. 2016-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City best interest .

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May 2016.

_____
Henry U. Parrish, III

ATTEST:

_____
Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2016-54

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing the City of Cocoa Welcome Signs from Kendal Signs of Rockledge, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr. AICP, City Manager
City Of Cocoa

RESOLUTION NO. 2016-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3560 | DATE PREPARED: 05/11/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 6,946)	001-3560-519.64-00		PW Machinery & Equipment	$ 114,900	$ 11,490	$ 4,544	$ 14,334
$ 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
($ 6,946)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,946	001-3560-519.52-00	PW15WS	PW Operating Supplies	$ 84,782	$ 86,529	$ 93,475	$ 85,391
$ 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
$ 6,946	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds for the fabrication and installation of the City Welcome Signs. Agenda #16-207

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 05/24/16 RESOLUTION #: 2016-55

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.

5/11/16	Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2016.05.11 15:55:45 -04'00'	5/12/16	Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.05.12 10:12:08 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/12/16	Everett J. Wegerif	5/12/16	Lora Howell Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.05.12 14:06:34 -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 #: _____

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4457123&GUID=BAA0FBDB-8901-4427-A799-EF4EDE4B936B* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	16-199	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Public Hearing	
File created:	5/10/2016		**In control:**	City Council	
On agenda:	5/24/2016		**Final action:**		
Title:	Ordinance No.11-2016/ 2nd & Final Reading: Granting Cross Brands Manufacturing, LLC an ad valorem tax abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-2016 Ordinance AVT (Cross Brands Manufacturing, LLC).pdf Economic Incentive App (Cross-Brands Mfg LLC).pdf AVT Economic Incentive Agmt Cross Brands Manufacturing LLC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:

Approve the second reading of Ordinance 11-2016 granting Cross Brands Manufacturing, LLC an ad valorem tax abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company.

BACKGROUND:

Cross Brands Manufacturing, LLC, a health and beauty aid product manufacturer is a Florida registered corporation founded in March 2016. The company is a start-up made up of seven individuals who have over 150 years of a combined experience in consumer packaged goods, specifically focused in sun care product development, design, sales, and distribution. The seven founding members met while working together at Sun & Skin Care Research (SSCR), Inc., a former Cocoa manufacturer that was sold to a private equity group in 2015.

Cross Brands Manufacturing, LLC is exploring several locations to locate a 75,000 SF facility, to include Ashville (North Carolina), Amelia Island (Florida), North Miami (Florida), and 851 Greensboro Road in Cocoa (former SSCR headquarters). Cross-Brands is seeking economic incentives to open their facility at the Cocoa facility and plans to create 60 full-time equivalent (FTE) jobs with an average annual wage of $45,000 and invest a total of approximately $2,100,000 in building

expansion/improvements and equipment in the first three years.

An Economic Impact Analysis provided by the EDC of Florida's Space Coast indicates that for every one position created by Cross Brands Manufacturing, LLC, approximately 1.33 additional jobs will be developed to support the operation, resulting in a net new wage of over $7 million. The analysis also predicts that the project will contribute over $21 million to Gross Domestic Product.

Cross Brands Manufacturing, LLC has submitted an application for City economic development incentives. The company is eligible for an Ad Valorem Tax Abatement 70 percent phased out over a seven (7) year period. Based on the City's current millage rate of 5.9790 and the recommended abatement, the estimate of revenue which will be lost to the City during the first eligible fiscal year if the exemption applied for were granted is $7,031.

Should City Council approve the ad valorem tax abatement request, Cross Brands Manufacturing, LLC would be required to enter into an Economic Incentive Agreement by and between the City of Cocoa. The Agreement would establish terms for performance requirements, annual review for compliance, and appropriate claw back provisions for non-performance.

STRATEGIC PLAN CONNECTION:

This project has a direct connection to the Economic Development strategic issue in that it will increase the City's economic position within the Space Coast and allow the City a competitive edge in attracting other like projects that will facilitate additional private capital investment, business, and jobs in Cocoa.

BUDGETARY IMPACT:

The City's AVT Abatement is a performance-based incentive. The company will only receive abatements on actual investment. All documentation of performance per the Economic Incentive Agreement will be required for submittal and review prior to the abatement.

The ad valorem tax abatement will apply only to new improvements to real property and tangible personal property related to the expansion. The value of the land, solid waste, disposal, stormwater utility, and fire assessment fees are not abated.

The economic incentive application for Cross Brands Manufacturing, LLC has been reviewed and evaluated by the Brevard County Property Appraiser. Based on the City's current millage rate of 5.9790 and the recommended abatement, the estimate of revenue which will be lost to the City during the current fiscal year if the abatement applied for were granted is $10,926.62.

PREVIOUS ACTION:

Cocoa City Council approved the first reading of Ordinance 11-2016 on Tuesday, May 10, 2016.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 11-2016 granting Cross Brands Manufacturing, LLC an ad

valorem tax abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company.

ORDINANCE NO. 11-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO CROSS BRANDS MANUFACTURING L.L.C.; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(14), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, economic development and the creation of jobs are priorities of the City Council of the City of Cocoa; and

WHEREAS, the citizens of Cocoa voted to provide economic incentives to new and expanding businesses in the November 8, 2005 and November 4, 2014 general elections; and

WHEREAS, Cross Brands Manufacturing, L.L.C. ("**Cross Brands**") has requested that the City of Cocoa exempt from ad valorem taxation the assessed value of proposed new construction to its real property made to facilitate the establishment of its business in manufacturing and distributing health and beauty products, and all of the net increase in tangible personal property it acquires to facilitate such new business; and

WHEREAS, the Property Appraiser has provided the City of Cocoa with its report as required by section 196.1995(9), Florida Statutes; and

WHEREAS, it has been determined that Cross Brands meets the requirements of section 196.012(14), Florida Statutes, as a new business to be located in Cocoa; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Economic Development Ad Valorem Tax Exemption.**

(a) An economic development ad valorem tax exemption is hereby granted to Cross Brands, located in Cocoa, Florida, for new improvements to real property and tangible personal property purchased as equipment.

(b) The total amount of revenue available to the City of Cocoa from ad valorem tax sources for the current fiscal year is $4,294,115.39. The City of Cocoa loses $7,450.68 for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect from previous years.

(c) The estimated taxable value lost to the City of Cocoa for the current fiscal year attributable to the exemption granted to Cross Brands is $1,250,000 for improvements to real property and $850,000 for personal property. The estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is $7,031.

(d) The tax exemption hereby granted shall be for a term of seven (7) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting six (6) years thereafter, for seventy percent (70%) of the City ad valorem taxes for years 1 through 4, and subsequently as follows:

60% of the City ad valorem taxes for year 5,
50% of the City ad valorem taxes for year 6,
40% of the City ad valorem taxes for year 7, and

(e) In accordance with the findings of the Cocoa City Council and the Brevard County Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by section 196.012(4), Florida Statutes.

(f) The economic development ad valorem tax exemption is subject to the terms and conditions of Resolution 2014-18 and/or other terms and conditions required by the City Council.

Section 3. **Evidence of Continued Eligibility.**

(a) Cross Brands shall submit to the City of Cocoa an annual report providing evidence of continued compliance with the definition of a "new business" or an "expansion of an existing business" for each of the seven (7) years during which Cross Brands is eligible to receive ad

valorem tax exemption. The annual report shall be received by the City Council no later than January 31 of each year.

(b) If the annual report is not received, or if the annual report indicates that Cross Brands no longer meets the criteria of section 196.012, Florida Statutes, the City Council shall revoke by ordinance this economic development ad valorem tax exemption, reimpose the ad valorem taxes exempted, and Cross Brands shall be required to make payment of the taxes exempted in addition to interest accrued at the maximum rate allowed by law.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Not Incorporated Into Code. This ordinance shall not be incorporated into the Cocoa City Code.

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 upon adoption by the City Council of the City of Cocoa, Florida and upon the complete execution of an Economic Incentive Agreement between the City of Cocoa and Cross Brands.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

_____

Henry U. Parrish, **III, Mayor**

ATTEST:

_____

Carie Shealy, City Clerk

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

INCENTIVE APPLICATION

GENERAL INFORMATION

Business/Project Name: CROSS-BRANDS MFG. LLC.

Property Owner Name: Mr. Donald Lee

Address: 851 Greensboro Road, Cocoa FL 32926

Authorized Agent: Daniel C. Beard Title: President - Operations

Telephone: 321-863-5111 E-mail: dbeardfla@gmail.com

Address: 2050 Porpoise Street, Merritt Island, FL 32952

BUSINESS INFORMATION

Primary business activity: Contract manufacturing for Health and Beauty products.

NAICS Code: 325620 Federal Tax I.D. Number: 81-1999324

Is the business located in one or more of the following: ☐ Enterprise Zone ☐ Brownfield

Business Structure: (check one)
☐ Proprietorship ☒ Limited Liability Corporation
☐ Partnership ☐ Corporation
☐ Other: _____

If a corporation, please indicate the city and state of incorporation: Cocoa, FL

Date of incorporation: 3/28/2016

If a subsidiary, name of parent company: N/A

Publicly Traded: No

Total number of existing jobs in Cocoa: Full-time: 0 Part-time: 0

Average Annual Wage of existing employees (excluding benefits): 0

Are you filing as: ☒ **NEW BUSINESS** ☐ **BUSINESS EXPANSION**

Total number of new jobs to be created in years 1 thru 3: Full-time: 50 Part-time: 20 = 10 FTE
(List all detail in Jobs Sheet form) 60 FTE

Average Annual Wage of new jobs to be created (excluding benefits): $45k

Amount of investment in new building construction in years 1 thru 3: $1,250,000 2,100,000

Please explain: Possible development of 15,000 square foot office building on available acre lot.

Amount of investment in new machinery/equipment in in years 1 thru 3: $850,000

Please explain: Purchasing $750,000 of filling and packaging machines year 1 plus $100,000 year 2.

Anticipated date operations will commence: 8/1/2016

Please indicate which incentive program you are applying for:

☒ EDI Fund ☒ Ad Valorem Tax Abatement ☐ Small Business Assistance Program

Please provide a project overview and a detailed explanation of how economic development incentives will increase the business's capability to provide new products/services or increase the overall efficiency of your business.

Cross-Brands Mfg. LLC. will be manufacturing and distributing Health and Beauty care products with multiple business partners. Economic development incentives will allow us to secure the latest in technology for meeting and exceeding industry expansion. This will bring more opportunitites for us to grow and add more employees. We also intend to market in-house product lines that will exponentially increase our growth.

SUBMITTAL REQUIREMENTS

1. Proof of ownership, or lease (to include property owners contact information)
2. Site Plan
3. Boundary Survey
4. Copy of Business Tax Receipt issued by the City of Cocoa or written statement certifying that business owner shall make application for, and obtained, a business tax receipt prior to any grant award being paid by the City.
5. Color photographs illustrating current conditions for which improvements are proposed
6. Estimates, quotes, or bids from a certified general contractor for proposed improvements
7. Complete written description of work to be performed, including illustrations or sketches.

Please contact the Office of Economic Development for questions related to this application.

CITY USE ONLY

Economic Development Manager's Analysis:

This project qualifies for seven years ad valorem tax abatement starting @ 10% and decreasing from there; this project also qualifies for EDI fund of $300 per job, with a maximum of $50,000 (per job creation focus). All incentives are estimated to total $61,192.- over the course of seven years. Please find incentive evaluation & impact analysis attached. (ET)

Community Services Director's Recommendation:

X Approve ☐ Deny

Comments: Approve per E.D. Manager financial analysis.

Amount Awarded to applicant if applicable: _____

DATE: 4-21-16 SIGNED: _____ (Community Services Director)

PROPERTY APPRAISER'S USE ONLY

I. Total revenue available to the City of Cocoa for the current fiscal year from ad valorem tax sources: 4,888,260.92

II. Revenue lost to the City of Cocoa for the current fiscal year by virtue of exemptions previously granted under this section: 7151.72

III. Estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation: 10,926.62

IV. Estimate of the taxable value lost to the City of Cocoa if the exemption applied for were granted:
Improvements to real property 1,062,500 Personal Property 765,080

V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a New Business [✓], an Expansion of an Existing Business [ ], or Neither [ ].

VI. Last year for which exemption may be applied: Dependent upon the number of years granted by the City Council.

DATE: 5-2-16

SIGNED: Laura (Bradley
(Property Appraiser)

RETURN TO BE FILED NOT LATER THAN MARCH 1

CROSS-BRANDS MFG. LLC Ad Valorem Tax Abatement Executive Summary

CROSS-BRANDS MFG. LLC is a Florida registered corporation founded in March 2016. The Corporation is a start-up of 7 people who combined have over 150 years of consumer packaged goods experience, specifically with a focus in Sun Care Product Development, Design, Sales and Distribution. All of the original members met while working together at Sun and Skin Care Research Inc., a Cocoa Florida Manufacturing Company that was sold to a Private Equity Group in 2012. CROSS-BRANDS MFG. LLC is currently exploring physical location for our operation.

CROSS-BRANDS MFG. LLC is a health and beauty aid product manufacturing provider offering a wide range of manufacturing for skin and hair care products including development, filling, packaging and shipping. We will initially focus on filling for marketing organizations in the sun care industry but intend to expand to other categories, including filling private label products for both independent marketers and directly for retail organizations.

CROSS-BRANDS MFG. LLC is exploring several locations for its' plant location, including Ashville North Carolina, Amelia Island, Florida, North Miami and the 851 Greensboro Road, Cocoa Florida site. CROSS-BRANDS is interested in Cocoa due to location of some key members of our corporation, its central location, easy access to a major highway and the previous use of the facility has proven to work well for our plans. Other locations are in consideration due to potential business acquisitions, work force pools and local business incentives.

CROSS-BRANDS is looking for a facility with a minimum of 75,000 sq. ft. with extra space to expand if needed in the future. The Company will be adding 20 new employees in 2016, increasing to 70 employees by year three. We will be investing $850,000 in new equipment and building improvements.

We are projecting our Company to reach an annual sales of $23,000,000 by 2021 with employee counts reaching over 200. We intend to be an active participant in the local community and will continue to provide a positive and lasting impact on the Space Coast economy. We are eagerly anticipating the Commission's assistance with our interest in locating in Brevard County through the approval of CROSS-BRANDS MFG. LLC for the Ad Valorem Tax Abatement Program.

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

Ad Valorem Tax Abatement
Job Creation
Distribution Worksheet

Job Title / Description	Number of Jobs	Wage	Anticipated Hire Timeline (by year)
President – CROSS-BRANDS MFG. LLC	1	$60k	7/1/2016
Vice President Marketing	1	$60k	7/1/2016
Vice President Sales	1	$60k	7/1/2016
Sales Director	2	$50k	8/1/2016
Sales Coordinator / Customer Service	1	$35k	9/1/2016
Purchasing Manager – CROSS-BRANDS MFG. LLC	1	$35k	10/1/2016
Director Product Design	1	$35k	7/1/2016
Manufacturing Engineer – CROSS-BRANDS MFG. LLC	1	$35k	7/1/2016
Director Manufacturing – CROSS-BRANDS MFG. LLC	1	$35k	7/1/2016
Mixing Coordinator – CROSS-BRANDS MFG. LLC	1	$35k	9/1/2016
Production Manager – CROSS-BRANDS MFG. LLC	1	$35k	9/1/2016
Production Staff – CROSS-BRANDS MFG. LLC	5	$20k	9/1/2016
Accountant – CROSS-BRANDS MFG. LLC	1	$25k	7/1/2016
Shipping Manager – CROSS-BRANDS MFG. LLC	1	$30k	10/1/2016
Warehouse Staff–CROSS-BRANDS MFG. LLC	1	$25k	9/1/2016
Computer Systems Analyst–CROSS-BRANDS MFG. LLC	1	$25k	1/1/2017
Mixing Assistant – CROSS-BRANDS MFG. LLC	1	$20k	1/1/2017
Production Staff–CROSS-BRANDS MFG.LLC	15	$20k	1/1/2017
Warehouse Staff–CROSS-BRANDS MFG. LLC	2	$20k	2/1/2017
Production Staff–CROSS-BRANDS MFG. LLC	24	$20k	1/1/2018
Warehouse Staff-CROSS-BRANDS MFG. LLC	7	$20k	1/1/2018

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

ECONOMIC IMPACT ANALYSIS

Cross-Brands Manufacturing

City of Cocoa

04/14/16

Overview:

New Job Commitment:	70	Capital Investment:	$2,100,000
Average Annual Wage:	$45,000		

Economic impact from job creation:

Jobs	Net New Wage	Contribution to GDP
70 (Direct)	$3,150,000 (Direct)	$14,283,702 (Direct)
61 (Indirect)	$2,791,907 (Indirect)	$4,573,558 (Indirect)
32 (Induced)	$1,154,548 (Induced)	$2,153,149 (Induced)
163 TOTAL	$7,096,455 TOTAL	$21,010,408 TOTAL

- For every employment position created by Cross-Brands Manufacturing approximately 1.33 additional jobs will be developed to support the operation of the facility.

- For every payroll dollar paid to Cross-Brands Manufacturing approximately $1.25 will be generated for consumer spending.

City Tax Impact

Years 1-10		Annual Taxes on Construction
Projected Tax Assessed	$	5,979.00
Potential Abatement (at 100%)	$	5,979.00
		Annual Taxes on Personal Property
Projected Tax Assessed	$	4,065.72
Potential Abatement (at 100%)	$	4,065.72

Years 11+: Company will be assessed for 100% of tax liability

Tax Millage Code – 15D0 NAICS – 325620 IMPLAN Sector – 182

Analysis based on information supplied by Cross-Brands Manufacturing - April 2016

Economic impact calculations furnished by EDC Research Office, using IMPLAN Professional 3.0 (www.IMPLAN.com).

Abatement & millage numbers are estimates; all final numbers determined solely by the Brevard County Property Appraiser's Office and the City of Cocoa.

**Subject to City of Cocoa's Ad Valorem Tax Abatement Program Guidelines.*

Project Citizen Kane

Jobs	60 FTE			
Wages	$45,000			
Cap Inv	$2,100,000	$1,680,000.00	$10,044.72	$7,864.75
		80% City		County

City of Cocoa (Millage Rate 5.9790)		
Year	**Percent**	**Abatement**
1	70%	7,031
2	70%	7,031
3	70%	7,031
4	70%	7,031
5	60%	6,027
6	50%	5,022
7	40%	4,018
8	0%	0
9	0%	0
10	0%	0
TOTAL		**43,192**
EDI Fund		
Jobs	$300/60 FTE	18,000
Utilities		
TOTAL		
TOTAL		**$61,192**

Brevard County (Millage Rate 4.6814)		
Year	**Percent**	**Abatement**
1	60%	4,719
2	60%	4,719
3	60%	4,719
4	60%	4,719
5	60%	4,719
6	60%	4,719
7	0%	0
8	0%	0
9	0%	0
10	0%	0
TOTAL		**28,313**
TOTAL		**$28,313**

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City of Cocoa Ad Valorem Tax Exemption
Scoring Sheet

Business Name: Cross Brands Manufactoring, LLC

Number of New Employees	Points	Existing Business Expansion Option
10-20	3	25% Increase in Employees
21-60	6 ✓	50% Increase in Employees
61-99	9	75% Increase in Employees
100 and up	10	100% Increase in Employees

Average Annual Wage	Points
Below Average	0
Average ($33,411)*	4
25% Above Average ($41,764)	7 ✓
50% Above Average ($50,117)	9
100% Above Average ($66,822)	10

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,000 - $ 4,000,000	2 ✓
$ 4,000,000 - $ 7,000,000	3
$ 7,000,000 - $10,000,000	4
$10,000,000 and up	5

Special District	Points
Enterprise Zone, Brownfield, HUBZone	1

Total Points** 15

Certified By: _____ 4/19/16
City Staff Member Date

* The Average Annual Wage is determined by the average wage of the city of Cocoa. This figure shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

Program Guidelines

Total Points	Percentage of Exemption by Year	Length of Exemption
11 - 13 points**	Years 1 through 3: 60% Year 4: 50% Year 5: 40% Year 6: 30%	6 years
14 - 16	Years 1 through 4: 70% Year 5: 60% Year 6: 50% Year 7: 40%	7 years ✓ TOTAL est abatement 43,192
17 - 19	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50%	8 years
20 - 22	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40%	9 years
23 - 25	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40% Year 10: 30%	10 years

** Minimum of 11 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

The City Council reserves the right to vary the ad valorem incentives for certain target industries and businesses deemed critical for the future economic development of the City. In addition, for such targeted industries and businesses, the City Council may consider other economic incentives, such as an ad valorem reimbursement grant incentive, in accordance with the City's home rule and statutory economic development powers. Ad Valorem Abatement or reimbursement grants for such target industries and businesses will be derived on a negotiated schedule and may include such factors as occupied existing business space, development of new business space, capital improvements made, number of jobs created, annual wages, number of relocated jobs, and number of local residents hired.

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Economic Development Incentive Fund
Scoring Sheet

Business Name: Cross Brands Manufacturing, LLC

Number of New Employees	Points	Existing Business Expansion Option
10 - 20	4	25% Increase in Employees
21 - 50	5	50% Increase in Employees
51 - 100	6 ✓	75% Increase in Employees
101 and up	7	100% Increase in Employees

Average Annual Wage	Points
Below Living Wage	0
Living Wage ($28,766)*	5
City Average Wage ($33,411)**	6
State Average Wage ($41,375)***	8 ✓

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,001 - $ 4,000,000	2 ✓
$ 4,000,001 and up	3

Special District	Points
Enterprise Zone, Brownfield	1

Total Points+ [16]

Certified By: _____ City Staff Member

4/19/2016 Date

* The Living Wage shall be updated every other year as provided by CareerSource Brevard.

** The average annual wage of the City of Cocoa shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

*** The State of Florida annual average wage shall be updated at the beginning of each calendar year as provided by Enterprise Florida, Inc.

Scoring

Total Points	Incentive
10 - 13	$100 per job
14 - 16	$300 per job ✓
17 - 19	$500 per job

+ Minimum of 10 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

AD VALOREM TAX ABATEMENT
ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **CROSS BRANDS MANUFACTURING L.L.C.,** a Florida limited liability company ("**Cross Brands**").

RECITALS:

WHEREAS, Cross Brands is seeking incentives to develop a new business within the City of Cocoa for the manufacturing and distributing of health and beauty care products which would result in 60 full-time equivalent employees with an average annual wage of $45,000 and generate approximately $2,100,000 in new capital ($1,250,000 in building construction and $850,000 in machinery and equipment); and

WHEREAS, the City desires to provide Cross Brands with certain economic incentives in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders consistent with section 166.021(8), Florida Statutes; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the economic incentives provided by the City to Cross Brands ultimately serve their intended municipal purpose; and

WHEREAS, the City has established terms and conditions herein whereby Cross Brands, by complying with these terms and conditions, can receive the benefits outlined in this Agreement, while the City can fulfill its desire to support local employers, to create jobs and to significantly enhance the prospects of local economic development; and

WHEREAS, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Cocoa; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, and the future expansion of the City's tax base.

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

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

2. **Commitments by Cross Brands**.

(a) *New Construction of Facilities; Capital Investment.* Cross Brands hereby represents and warrants that it intends to expand the existing facility located at 851 Greensboro Road by constructing an office building of approximately 15,000 square feet within the jurisdictional boundaries of the City of Cocoa. In furtherance such new business, Cross Brands agrees to make a fixed capital investment of not less than $2,100,000 in new construction and tangible personal property prior to December 31, 2020.

(b) *Business Operations in Cocoa.* Cross Brands agrees to maintain its new operations within the jurisdictional boundaries of the City of Cocoa for the term of this Agreement.

(c) *Employees.* Cross Brands agrees that it shall employ at least 60 full-time equivalent employees within the jurisdictional boundaries of the City of Cocoa by December 31, 2020, and that the average annual salary of such employees shall be at least $45,000.00.

(d) *New Business.* Cross Brands represents and warrants that, for purposes of receiving the economic incentives provided to Cross Brands by this Agreement, Cross Brands currently meets the definition of "new business," as that term is defined by section 196.012(14), Florida Statutes. Cross Brands agrees to maintain its qualifications as a "new business" during the entire term of this Agreement.

3. **Ad Valorem Tax Exemption.** The parties acknowledge that in accordance with Ordinance Numbers 17-2014 and 23-2005, the electorate of the City of Cocoa has granted the City Council the authority to grant property tax exemptions for new businesses and expansions of existing businesses. The parties further acknowledge that Cross Brands' anticipated investment to real property and tangible personal property pursuant to the terms of this Agreement, and the City Council's determination that Cross Brands' continued operations in the City of Cocoa are critical for the future economic development of the City, render Cross Brands eligible for an ad valorem tax exemption. Cross Brands has filed an application for ad valorem tax exemption with the City, and the City has processed the application in good faith and in accordance with the requirements established by the City and under Florida law. Conditioned upon Cross Brands' continuing obligation to comply with the terms and conditions set forth in this Agreement, the City Council approved Ordinance No. 11-2016 on May 24, 2016, granting Cross Brands an ad valorem tax exemption for a term of seven (7) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting six (6) years thereafter, for seventy percent (70%) of the City ad valorem taxes for years 1 through 4, and subsequently as follows:

60% of the City ad valorem taxes for year 5,
50% of the City ad valorem taxes for year 6,
40% of the City ad valorem taxes for year 7.

4. **Annual Reports.** Cross Brands shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing

evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of a "new business" as set forth in section 196.012(14), Florida Statutes, for each of the seven (7) years Cross Brands receives the ad valorem tax exemption. The annual report shall be provided to the City no later than January 31 of each year. Cross Brands shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether Cross Brands is complying with the terms and conditions of this Agreement.

5. **Compliance with Laws.** Cross Brands shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Cocoa.

6. **Work is a Private Undertaking.** With regard to Cross Brands' business operation and compliance with applicable laws, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Cross Brands is such that Cross Brands is an independent contractor and not an agent of the City, and that this is not a business partnership or joint venture agreement. Cross Brands and its contractors, partners, agents, and employees are independent contractors and not employees of the City, and Cross Brands shall be in complete control over its business operations. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and Cross Brands, its contractors, partners, employees, or agents, under this Agreement.

7. **Compliance Monitoring.** Cross Brands agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that Cross Brands' implementation of its obligations to the City set forth in this Agreement are in furtherance of the municipal purposes declared by the City herein.

8. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto and shall terminate one (1) year after Cross Brands has received the full benefit of the ad valorem tax exemption granted pursuant to Section 3 herein, unless the Agreement is terminated pursuant to this Section.

(b) *Termination by City.* The City shall have the right to terminate this Agreement upon any material breach of any term or condition of this Agreement by Cross Brands; if Cross Brands is declared bankrupt or insolvent; if Cross Brands adopts a plan or resolution of liquidation of Cross Brands or sells substantially all of its assets; if Cross Brands engages in fraud or misleading compliance reporting against the City; or if a receiver or trustee is appointed on behalf of Cross Brands for purposes of taking control of substantially all of Cross Brands' assets within the City of Cocoa, or the said assets are judicially seized for any reason, and possession of said assets are not released to Cross Brands within ninety (90) days.

(c) *Termination by Cross Brands.* Cross Brands may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City,

which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

(d) *Notice; Opportunity to Cure.* Prior to exercising its right to terminate this Agreement, the terminating party shall provide written notice to the non-terminating party setting forth the reason for termination and providing the non-terminating party 15 days from receipt of the notice to cure the alleged breach. If the alleged breach is not cured within said time period, this Agreement shall be deemed terminated, except with respect to any provision that affords a remedy in the event of a breach and any provision that expressly survives termination.

(e) *Remedies.* In the event of Cross Brands' breach of this Agreement, the City shall have the right to revoke the economic development incentives and to re-impose, in full, the ad valorem taxes waived pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Cross Brands in writing regarding the revocation of the economic development incentives and such notice shall set forth the total sum due and owing to the City. Cross Brands shall reimburse the City within 30 days from Cross Brands' receipt of the City's notice unless Cross Brands cures the breach within 15 days of receiving the notice. Should Cross Brands fail to reimburse the City within 30 days, the City shall be entitled to recover the taxes due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said taxes through all appellate proceedings. Moreover, the City shall have the right to recover the taxes through any and all available legal means, including, but not limited to, reassessing taxes and assessments on the tax roles of Brevard County, Florida, and bringing an action in a state or federal court.

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

10. **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

11. **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

12. **Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorneys' fees and costs in furtherance of this Agreement.

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

14. **Waiver.** No failure to insist on the prompt performance by Cross Brands of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of Cross Brands' obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

15. **Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

To CITY:

John A. Titkanich, AICP
Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

w/copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

To CROSS BRANDS:

Cross Brands Manufacturing L.L.C.
Attn: GENERAL COUNSEL
851 Greensboro Road
Cocoa, Florida 32926

Such notice, request or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that a copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Section; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

16. **Indemnification and Hold Harmless**. Cross Brands shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission,

negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Cross Brands, its agents, servants, officers, officials, employees, or subcontractors.

The obligations arising under this Section 16 shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses, costs, reasonable attorneys fees, damages, fines and penalties of every kind and character or incurred or suffered by the City as a result thereof, based upon events arising prior to the date of termination of this Agreement.

17. **Assignment.** This Agreement shall not be assigned by Cross Brands without the prior written consent of the City.

18. **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

19. **Conflict of Interest.** Cross Brands represents and warrants, and this Agreement is being made by the City in reliance thereon, that Cross Brands and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

20. **Representations of Cross Brands.** Cross Brands represents to the City that (i) Cross Brands is duly authorized to conduct business in Florida; (ii) Cross Brands has the authority to enter into this Agreement and to perform the requirements of this Agreement; (iii) to Cross Brands' best knowledge, Cross Brands' performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to Cross Brands' best knowledge, Cross Brands' performance under this Agreement shall not result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) Cross Brands shall have sufficient capital to perform its obligations under this Agreement; and (vi) Cross Brands does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

21. **Cross Brands' Continuing Disclosure Requirement.** Cross Brands must promptly notify the City of any developments that materially and adversely impact this Agreement and Cross Brands' obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.

22. **No Delegation of Police Power.** Cross Brands shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor

shall it be construed as a delegation of any of the City's authority or police powers to Cross Brands.

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

The City of Cocoa,
a Florida municipal corporation.

ATTEST:

_____
John A. Titkanich, City Manager

_____
Carie Shealy, City Clerk

Date:_____

CROSS BRANDS MANUFACURING L.L.C.,
a Florida limited liability company.

_____
Name:_____
Title:_____

Date: _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **_____, _____** of **CROSS BRANDS MANUFACURING L.L.C.,** a Florida limited liability company, who is [___] personally known to me or [___] has produced _____ as identification.

_____
Notary Public - State of _____

_____
Printed Name
My Commission Expires: _____

Legislation Details (With Text)

File #:	16-205	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Public Hearing
File created:	5/11/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Ordinance No.12-2016/ 2nd & Final Reading: Granting Project Citizen Kane an Ad Valorem Tax (AVT) Abatement of forty (40) percent for five (5) years and authorize the City Manager to execute an AVT Economic Incentive Agreement with the Company. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 12-2016 AVT Project Citizen Kane (Walmart).pdf Economic Incentive App (Wal-Mart Stores East LP).pdf AVT Economic Incentive Agmt Project Citizen Kane (Wal-Mart Stores East, LP).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 1, 2016
Agenda Date: May 24, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 12-2016 granting Project Citizen Kane an Ad Valorem Tax (AVT) Abatement of forty (40) percent for five (5) years and authorize the City Manager to execute an AVT Economic Incentive Agreement with the Company.

BACKGROUND:

Project Citizen Kane, also known as Wal-Mart Stores East, LP, is considering developing a 460,000 SF refrigerated warehouse and distribution facility in Cocoa. Wal-Mart is considering the purchase of approximately 132 acres of the 270 acres owned by Canaveral Port Authority generally located southeast of Interstate 95 and State Road 524. The company plans to create 239 new jobs by 2020 with an average wage of $42,421, and invest $96,200,000 in new building construction and equipment.

An Economic Impact Analysis provided by the EDC of Florida's Space Coast indicates that for every one position created by Wal-Mart Stores East, LP, approximately 0.51 additional jobs will be developed to support the operation, resulting in a net new wage of over $7 million. The analysis also predicts that the project will contribute approximately $18.5 million to Gross Domestic Product.

Wal-Mart Stores East, LP has submitted an application for City of Cocoa economic development

incentives. The company is eligible for an Ad Valorem Tax (AVT) Abatement of 80 percent phased out over a (9) year period. Based on the City's current millage rate of 5.9790 and the eligible abatement, the estimate of revenue which would be lost to the City over the eight year period is estimated to be $2,852,892. (It is important to note that the company also qualifies for a $100,000 Economic Development Incentive Fund, in addition to the standard AVT Abatement.)

After further evaluation, staff is recommending an AVT-Cash hybrid incentive package that would lessen the impact on the City's ad valorem tax revenue over the eight year period. The hybrid incentive package includes an ad valorem tax abatement of forty (40) percent for five (5) years totaling approximately $920,288, and an Economic Incentive Agreement in the amount of $2,000,000 cash incentive that would be awarded in $500,000 increments upon completion of the following benchmarks: building permit issuance, completion of site improvements, C.O. issuance, and at the time building operations begin. (This item is anticipated to go before City Council on May 24, 2016.) The total value of the proposed AVT-Cash Hybrid is estimated to be $2,920,288. (The company will forgo the additional $100,000 Economic Development Incentive Fund through acceptance of the proposed incentive package.)

Should City Council approve the ad valorem tax abatement request, Wal-Mart Stores East, LP would be required to enter into an Economic Incentive Agreement by and between the City of Cocoa. The Agreement would establish terms for performance requirements, annual review for compliance, and appropriate claw back provisions for non-performance.

STRATEGIC PLAN CONNECTION:

Project Citizen Kane has a direct connection to the Economic Development strategic issue in that it will increase the City's economic position within the Space Coast and allow the City a competitive edge in attracting other like projects that will facilitate additional private capital investment, business, and jobs in Cocoa.

BUDGETARY IMPACT:

The City's AVT Abatement is a performance-based incentive. The company will only receive abatements on actual investment. All documentation of performance per the Economic Incentive Agreement will be required for submittal and review prior to the abatement.

The ad valorem tax abatement will apply only to new improvements to real property and tangible personal property related to the expansion. The value of the land, solid waste, disposal, stormwater utility, and fire assessment fees are not abated.

The economic incentive application for Wal-Mart Stores East, LP has been reviewed and evaluated by the Brevard County Property Appraiser. Based on the City's current millage rate of 5.9790 and the recommended abatement, the estimate of revenue which will be lost to the City during the first eligible fiscal year if the abatement applied for were granted is $492,490.23.

PREVIOUS ACTION:

On May 10, 2016, Cocoa City Council approved the first reading of Ordinance 12-2016.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 12-2016 granting Project Citizen Kane an Ad Valorem Tax (AVT) Abatement of forty (40) percent for five (5) years and authorize the City Manager to execute an AVT Economic Incentive Agreement with the Company.

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ORDINANCE NO. 12-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO WAL-MART STORES EAST, LP; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(14), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, economic development and the creation of jobs are priorities of the City Council of the City of Cocoa; and

WHEREAS, the citizens of Cocoa voted to provide economic incentives to new and expanding businesses in the November 8, 2005 and November 4, 2014 general elections; and

WHEREAS, Wal-Mart Stores East, LP ("**Walmart**") has requested that the City of Cocoa exempt from ad valorem taxation the assessed value of proposed new construction to its real property made to facilitate the establishment of its business in refrigerated warehousing and product distribution, and all of the net increase in tangible personal property it acquires to facilitate such new business; and

WHEREAS, the Property Appraiser has provided the City of Cocoa with its report as required by section 196.1995(9), Florida Statutes; and

WHEREAS, it has been determined that Walmart meets the requirements of section 196.012(14), Florida Statutes, as a new business to be located in Cocoa; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Economic Development Ad Valorem Tax Exemption.**

(a) An economic development ad valorem tax exemption is hereby granted to Walmart, located in Cocoa, Florida, for new improvements to real property and tangible personal property purchased as equipment.

(b) The total amount of revenue available to the City of Cocoa from ad valorem tax sources for the current fiscal year is $4,294,115.39. The City of Cocoa loses $7,450.68 for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect from previous years.

(c) The estimated taxable value lost to the City of Cocoa for the current fiscal year attributable to the exemption granted to Walmart is $84,200,000 for improvements to real property and $12,000,000 for personal property. The estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is $184,058.

(d) The tax exemption hereby granted shall be for a term of five (5) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting four (4) years thereafter, for forty percent (40%) of the City ad valorem taxes for years 1 through 5.

(e) In accordance with the findings of the Cocoa City Council and the Brevard County Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by section 196.012(14), Florida Statutes.

(f) The economic development ad valorem tax exemption is subject to the terms and conditions of Resolution 2014-18 and/or other terms and conditions required by the City Council.

Section 3. **Evidence of Continued Eligibility.**

(a) Walmart shall submit to the City of Cocoa an annual report providing evidence of continued compliance with the definition of a "new business" or an "expansion of an existing business" for each of the five (5) years during which Walmart is eligible to receive ad valorem tax exemption. The annual report shall be received by the City Council no later than January 31 of each year.

(b) If the annual report is not received, or if the annual report indicates that Walmart no

longer meets the criteria of section 196.012, Florida Statutes, the City Council shall revoke by ordinance this economic development ad valorem tax exemption, reimpose the ad valorem taxes exempted, and Walmart shall be required to make payment of the taxes exempted in addition to interest accrued at the maximum rate allowed by law.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Not Incorporated Into Code. This ordinance shall not be incorporated into the Cocoa City Code.

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 upon adoption by the City Council of the City of Cocoa, Florida and upon the complete execution of an Economic Incentive Agreement between the City of Cocoa and Walmart.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

_____

Henry U. Parrish, **III, Mayor**

ATTEST:

_____

Carie Shealy, City Clerk

J. M. MULLIS, INC.

Professional Project Location Specialists

High Priority

CONFIDENTIAL **Email**

Date: Wednesday, April 20, 2016

Memo To: Greg Weiner - Senior Director, Business Development
Julie Roslin - Manager, Business Development
Economic Development Commission of Florida's SpaceCoast

Joan Junkala - Economic Development Manager
City of Cocoa, Office of Economic Development

From: J. Michael Mullis

Subject: Project "Citizen Kane" (Ref. -- Completed Incentive Applications)

Please find attached the completed City and County Incentive Applications for Project "Citizen Kane".

Please feel free to contact Denise or myself if you have any questions.

Thank you.

Mike

:al

cc: Denise Mott

File No.: ActDocs\3112\ltr-040.doc

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

INCENTIVE APPLICATION

GENERAL INFORMATION

Business/Project Name: Project "Citizen Kane"

Property Owner Name: Wal-Mart Stores East, LP

Address: Port Canaveral Logistics Park, Cocoa, Brevard County, FL (Western portion - approx 132 AC) Tax IDS 2407968 & 2407075

Authorized Agent: J.M. Mullis, Inc. Title: _____

Telephone: Mike Mullis (901)734-6994) or Denise Mott (407-920-4626) E-mail: mmullis@jmmullis.com; denisem@jmmullis.com

Address: 3753 Tyndale Drive; Suite 101, Memphis, TN 38125

BUSINESS INFORMATION

Primary business activity: Refrigerated warehousing and distribution

NAICS Code: 49312 Federal Tax I.D. Number: 71-0862119

Is the business located in one or more of the following: ☐ Enterprise Zone ☐ Brownfield

Business Structure: (check one)
☐ Proprietorship ☐ Limited Liability Corporation
X Partnership ☐ Corporation
☐ Other: _____

If a corporation, please indicate the city and state of incorporation: Delaware

Date of incorporation: November 2001

If a subsidiary, name of parent company: Wal-Mart Stores, Inc.

Publicly Traded: WMT (NYSE)

Total number of existing jobs in Cocoa: Full-time: N/A Part-time: N/A

Average Annual Wage of existing employees (excluding benefits): N/A

Are you filing as: X **NEW BUSINESS** □ **BUSINESS EXPANSION**

Total number of new jobs to be created: Full-time: 239 Part-time: _____
(List all detail in Jobs Sheet form) *Jobs created Years 2018, 2019, 2020

Average Annual Wage of new jobs to be created (excluding benefits): $42,421

Amount of investment in new building construction in the first year: $84,200,000

Please explain: Year 1: $20,000,000; Year 2: $64,200,000 – Refrigerated warehouse new construction

Amount of investment in new machinery or equipment in the first year: Year 2: $12,000,000 X .90 = 10,800,000

Please explain: logistics equipment will be installed after construction is complete in year 2
* TOTAL CAP $ 96,200,000 * over 3 Yr Pd: 2016 2017 2018
Anticipated date operations will commence: Q1/Q2 2018

Please indicate which incentive program you are applying for:

X EDI Fund X Ad Valorem Tax Abatement □ Small Business Assistance Program

Please provide a project overview and a detailed explanation of how economic development incentives will increase the business's capability to provide new products/services or increase the overall efficiency of your business.

The current location being considered in Cocoa, Brevard County, has three significant financial issues:

1. Inbound logistics costs for product movements.
2. Very expensive site development costs due to wetlands and subsurface soil conditions.
3. Significant costs from all required offsite road improvements.

SUBMITTAL REQUIREMENTS

1. Proof of ownership, or lease (to include property owners contact information)
2. Site Plan
3. Boundary Survey
4. Copy of Business Tax Receipt issued by the City of Cocoa or written statement certifying that business owner shall make application for, and obtained, a business tax receipt prior to any grant award being paid by the City.
5. Color photographs illustrating current conditions for which improvements are proposed
6. Estimates, quotes, or bids from a certified general contractor for proposed improvements
7. Complete written description of work to be performed, including illustrations or sketches.

Please contact the Office of Economic Development for questions related to this application.

CITY USE ONLY

Economic Development Manager's Analysis:

The company qualifies for 9 yr NVT abatement starting @ 80% and phasing out over the nine years. The company also qualifies for →

$100,000 (Job creation & utilities) EDI Fund. The proposed incentive is anticipated to ~~have~~ total $2.95 million. The City is seeking to offer an AVT-cash hybrid, to include a 40% AVT abatement over 5yrs and an upfront cash incentive of $2M in $500,000 increments. (See Proj. evaluation attached.) Totalling $2.92M.

Community Services Director's Recommendation:

☒ Approve ☐ Deny

Comments: Approve per E.D. Manager analysis

Amount Awarded to applicant if applicable: _____

DATE: 4-25-16 SIGNED: Stan P. Bolch
(Community Services Director)

PROPERTY APPRAISER'S USE ONLY

I. Total revenue available to the City of Cocoa for the current fiscal year from ad valorem tax sources: 4,888,260.92

II. Revenue lost to the City of Cocoa for the current fiscal year by virtue of exemptions previously granted under this section: 7151.72

III. Estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation: 492,490.23

IV. Estimate of the taxable value lost to the City of Cocoa if the exemption applied for were granted: Improvements to real property 11,570,000 Personal Property 10,800,000

V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a New Business [✓], an Expansion of an Existing Business [ ], or Neither [ ].

VI. Last year for which exemption may be applied: Dependent upon the number of years granted by City Council

DATE: 5-2-16 SIGNED: Laurel Kelly
(Property Appraiser)

RETURN TO BE FILED NOT LATER THAN MARCH 1

GENERAL PROJECT OVERVIEW

Walmart Ad Valorem Tax Abatement Executive Summary

Walmart helps people around the world save money and live better – anytime and anywhere -- in retail stores, online, and through their mobile devices. Each week, more than 250 million customers and members visit our 11,500 stores in 28 countries and e-commerce sites in 11 countries. Walmart employs more than 2.2 million associates worldwide with 1.4 million in the U.S. Walmart continues to be a leader in sustainability, corporate philanthropy and employment opportunity. Additional information about Walmart can be found by visiting http://corporate.walmart.com.

The Port Canaveral Logistics Park located in the City of Cocoa, Brevard County, was selected out of a pool of other potential sites throughout Florida and South Georgia due to its skilled labor pool, central location, and access to a growing market.

Walmart is reviewing the feasibility of the construction of approximately 460,000+/- sq. ft. refrigerated warehouse and distribution facility at the southeast corner of Interstate 95 and SR 524 on an approximate 132-acre site located within the Port Canaveral Logistics Park. The Company could potentially employ 100 employees within 12 months, increasing to 239 within 3 years. The Company could invest $84.2 in building construction costs and invest at least $12M+ in new equipment.

The Company has existing distribution facilities in 6 locations throughout Florida. The Ad Valorem Tax Abatement program would be of great benefit due to three significant financial issues-

1. Inbound logistics costs for product movements.

2. Very expensive site development costs (estimated $28M) due to wetlands and subsurface soil conditions.

3. Significant costs from all required offsite road improvements.

APPLICATION*
Public Companies

1. SIGNATURE

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she will read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, shall be complete and accurate and shall contain no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.



Signature — 4/18/2016 Date

LB Johnson
Name

Vice President - Real Estate
Title

Wal-Mart Stores, Inc.
Company

2. BUSINESS INFORMATION

A. Legal name of the Applicant: Wal-Mart Stores East, LP

B. Please provide contact information for the primary contact at the Applicant.

Anita Hargett	Sr. Manager - Tax
Name	*Title*
479-721-1877	anita.hargett@walmart.com
Telephone No.	*Email Address*

2608 SE J Street
Street Address

Bentonville	AR	72716	USA
City	*State*	*Zip Code*	*Country*

C. Name of Ultimate Parent Company (if applicable): Wal-Mart Stores, Inc.

* For an explanation of certain capitalized terms used in this Application, please see Appendix 1.

D. Applicant's or Ultimate Parent Company's (if applicable) ticker symbol: WMT

E. Applicant's Federal Employer Identification Number: 71-0862119

F. Applicant's Reemployment Assistance Number (Formerly Unemployment #): 1597688

G. Applicant's Florida Sales Tax Registration Number (if applicable): 80-8012734733-8

H. Last day of Applicant's fiscal year (e.g., December 31, September 30, etc.): January 31

A. Total number of employees (on a Full-Time Equivalent Job Basis) who are currently employed by the Ultimate Parent Company and its Subsidiaries (including the Applicant) in Florida: ***Note: Employment for all Walmart entities as of 12/31/2015 reported under Wal-Mart Associates, Inc. on the FL Employer's Quarterly Report. Includes full-time, part-time and seasonal employment.*** 105,411

A. Total number of employees (on a Full-Time Equivalent Job Basis) who are currently employed by the Ultimate Parent Company and its Subsidiaries (including the Applicant) worldwide: ***Note: Employment for all Walmart entities worldwide per the 2015 Annual Report. Includes full-time, part-time and seasonal employment.*** 2.2 Million

B. What type of legal entity is the applicant?

C-Corporation	☐	S-Corporation	☐
Limited Liability Company	☐	Partnership	☒

C. Is it presently anticipated that the Applicant will have corporate income tax liability in Florida?[1]

Yes ☒ No ☐

3. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

☐ New business to Florida
☒ Existing Florida business creating and/or retaining jobs[2]

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other Florida locations in connection with the Project (on a Full-Time Equivalent Job Basis), please indicate the number of employees being transferred and from which Florida county?

[1] In most cases, limited liability companies, S corporations, and partnerships will not have corporate income tax liability.
[2] A QTI Tax Refund award cannot be granted for existing Florida jobs.

We do not plan to transfer employees but may have employees in other locations that may want to transfer given the closer proximity to their home or for the promotion potential and/or higher wages.

C. Please describe the Project, including the specific business activity(ies) and functions of the Project:
Walmart is reviewing the feasibility of the construction of an approximately 460,000+/- sq. ft. refrigerated warehouse and distribution facility at the southeast corner of Interstate 95 and SR 524 on an approximate 132-acre site located within the Port Canaveral Logistics Park. The Company could employ 100 employees within 12 months, increasing to 239 within 3 years. The Company could be spending $84.2M in building construction costs and investing at least $12M+ in new equipment.

D. What is the anticipated commencement date of the Project? Operational Q1/Q2 2018

E. Break down of the Project's primary business activity(ies)/job functions and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage ($)
Logistics Management	541614	10%	$74,864
Maintenance Associates	541614	30%	$43,672
Operations/Support Associates	541614	60%	$32,344

F. Please provide the address of the proposed permanent location of the Project:
Southeast corner of Interstate 95 and SR524 within the Port Canaveral Logistics Park
Street Address

City *State* *Zip Code*

G. Will the Project be located in a current or proposed Brownfield Area?
Yes ☐ No ☒
If Yes, does the proposed site have a Brownfield Site Rehabilitation Agreement in place or are you pursuing one?
Yes ☐ No ☒ If yes, identify the site number?
Will the Project be located in a designated Rural Area of Opportunity?
Yes ☐ No ☒ If yes, which area?

Will the Project be located in an Urban area[3]?
Yes ☐ No ☒ If yes, describe?

H. Which of the following best describes the location of the Project:

☐ Regional headquarters — If it is a regional headquarters, what region?
☐ National headquarters
☐ International headquarters

[3] An Urban area may include a Community Redevelopment Area (CRA), Urban Job Tax Credit eligible area, Federal Empowerment Zone, and an Urban Revitalization Area.

☒ Not applicable

I. Please provide an estimate of the percentage of goods or services from the Project that will be sold or delivered to customers outside of Florida:
20-50%% Explain, if necessary: Years 1-3

4. JOB AND WAGE OVERVIEW

A. How many new-to-Florida Full-Time Equivalent Jobs are projected to be created as part of the Project? 239

B. If the Applicant operates in Florida, how many of the Applicant's Full-Time Equivalent Jobs in Florida that would have otherwise moved to another state are projected to be **retained** as part of the Project? N/A

C. What is the projected annualized average wage (excluding benefits) of the **retained** Full-Time Equivalent Jobs in Florida listed in Section 4(B) above (if any)?[4] N/A

D. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Florida jobs created as part of the Project?[5] $42,421

E. What is the projected annualized average cost to the Applicant of benefits for each Full-Time Equivalent Florida Job created and retained as part of the Project? $4,615 (hourly) $9,143 (salary)

F. Please list the benefits that are included in the above calculation (*e.g.*, health insurance, matching 401(k) contributions, etc.)?
Medical health insurance is offered to all full-time associates with the following options:
- Health Reimbursement Account (HRA) Plans
- Health Savings Account (HSA) Plans
- HMO Plans (where available)

In addition, employees are also eligible for dental plans, vision, company-paid life insurance, business travel accident insurance, long-term disability, and the company's 401(k) plan.

G. Does the applicant contract with a third-party company to provide payroll services?
Note: All associates will be paid by a separate entity, Wal-Mart Associates, Inc. Yes ☐ No ☒

5. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.): Walmart is contemplating construction of an approximately 460,000+/- sq. ft. refrigerated warehouse and distribution facility at the southeast corner of Interstate 95 and SR 524 on an approximate 132-acre site located within the Port Canaveral Logistics Park. The Company could spend $84.2M+ in building construction costs and invest at least $12M+ in new equipment, if the project locates.

B. Identify whether the Project will be located in a/an:

[4] All cash payments to the employees (other than reimbursements of business expenses) should be included.
[5] All cash payments to the employees (other than reimbursements of business expenses) should be included.

☐ Leased space with renovations or build out
☒ Newly constructed building(s) on newly acquired land
☐ Newly constructed building(s) on previously acquired land
☐ Newly acquired existing building(s) with renovations
☐ Addition to previously acquired existing building(s)
☐ Other (please describe in 5A above)

C. List the projected capital investment to be made **in** Florida in connection with the Project (by type and year):

Calendar Year :	2016	2017	2018			Total
Land or Building Purchase	$4,000,000	$	$	$	$	$4,000,000
Construction / Renovations	$20,000,000	$54,200,000	$10,000,000	$	$	$84,200,000
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.) Logistics Equipment	$	$6,000,000	$6,000,000	$	$	$12,000,000
Total Capital Investment	$24,000,000	$60,200,000	$16,000,000	$	$	$100,200,000

D. List the projected capital investment to be made **outside** of Florida, for equipment that will be located at the Project location in connection with the Project (by type and year):

Calendar Year :						Total
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$	$	$	$	$	$
Total Capital Investment	$	$	$	$	$	$

E. What is the estimated square footage of the new or expanded facility? ~460,000 Sq. Ft.

6. COMPETITIVE LANDSCAPE

A. What role will the incentive(s) play in the Applicant's decision to locate the Project in Florida?
The Company has existing distribution facilities in 6 locations throughout Florida. Incentives would be of great benefit due to three significant financial issues-

1. Inbound logistics costs for product movements.
2. Very expensive site development costs (estimated at $28M+) due to wetlands and subsurface soil conditions.
3. Significant costs from all required offsite road improvements.

Costs will play an important factor in the location decision, and any incentives that can help to offset the costs will improve the feasibility of the project locating in Florida versus in neighboring Georgia.

B. What other states or countries (**Including the cities**) is the Applicant considering for the Project?
FL – Edgewater, Crescent City; GA – Valdosta

C. What advantages or incentives offered by these locations does the Applicant consider important in its decision?
No cost site; 20-yr property tax reduction package averaging a 50% savings; State Site Prep Grant; State Training package.

D. What advantages or disadvantages offered by the proposed Florida location does the Applicant consider important in its decision?
Advantages - City cash grant and property tax savings package; County property tax savings package; accelerated permitting. Disadvantages – Higher priced real estate and higher operating costs.

E. Indicate any additional internal or external competitive issues impacting the Applicant's decision regarding the Project's location?
Georgia's lower operating costs and better incentive package.

7. DISCLOSURE

A. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction; (b) to the best of the Applicant's knowledge after due inquiry, the subject of any criminal, civil, or regulatory investigation by any law enforcement authority in the State of Florida, or any regulatory body in the State of Florida; or (c) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes ☐ No ☒ If yes, explain?

8. CONFIDENTIALITY

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that Enterprise Florida, Inc. and the Department of Economic Opportunity maintain the confidentiality of all information regarding the Project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.
Please indicate whether the Applicant is requesting confidential treatment of the Project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)
☒ Yes ☐ No

***** PLEASE BE SURE TO ATTACH THE PROPER INCENTIVE ATTACHMENT SHEET(S).*****

APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

AFFILIATE – An entity that is controlled, directly or indirectly, by the ultimate parent entity of such person.

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD Site with a Brownfield Site Rehabilitation Agreement – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company.

DEPARTMENT – The Department of Economic Opportunity.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least $1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 40 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than $1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2012 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

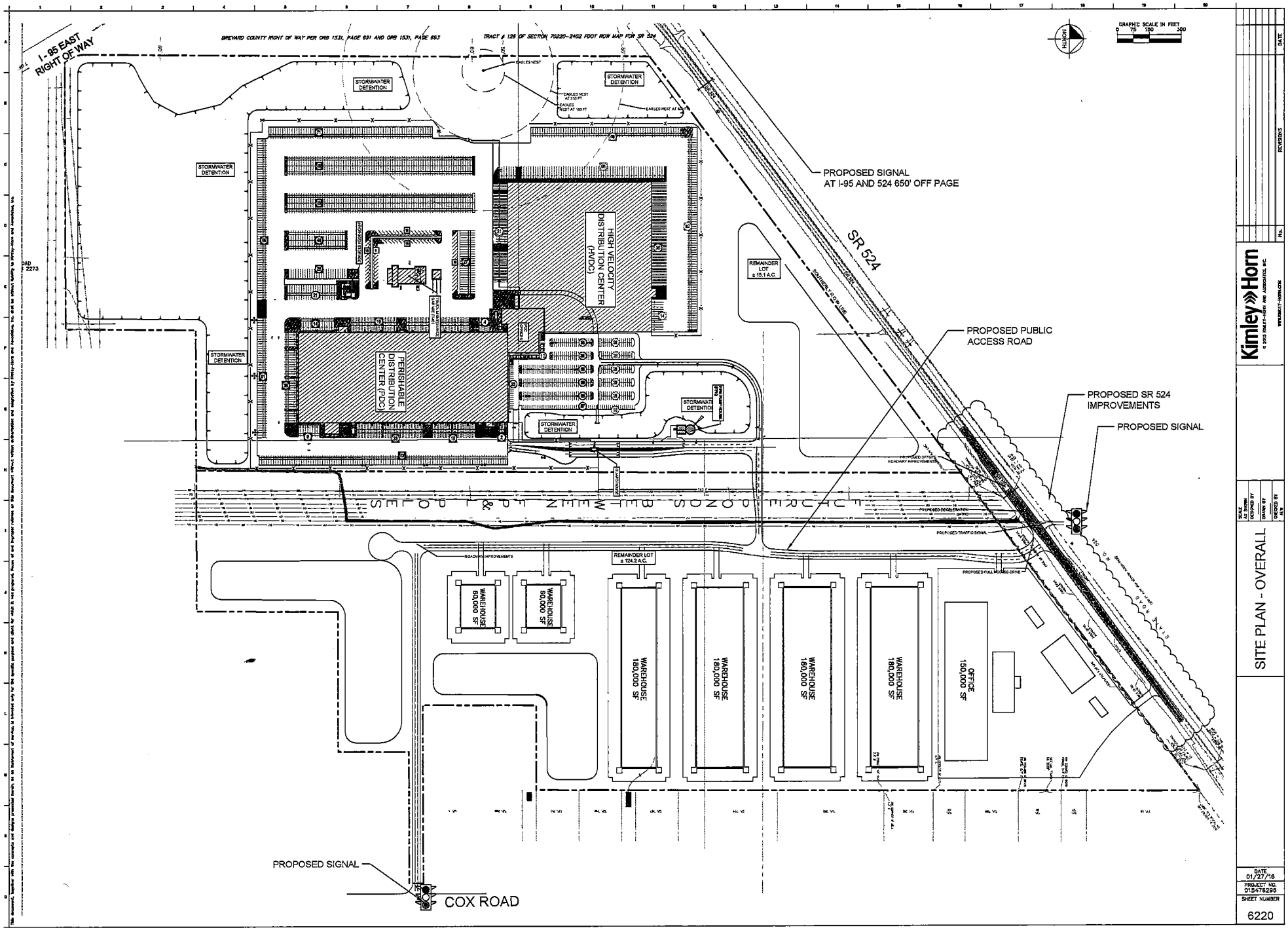
PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

RURAL AREA OF OPPORTUNITY – Has the meaning ascribed to such term in Section 288.0656 of the Florida Statutes.

SUBSIDIARY – An entity that is directly or indirectly controlled by the Applicant or the Ultimate Parent.

ULTIMATE PARENT – An entity that directly or indirectly controls the Applicant, which is not directly or indirectly controlled by any other entity.



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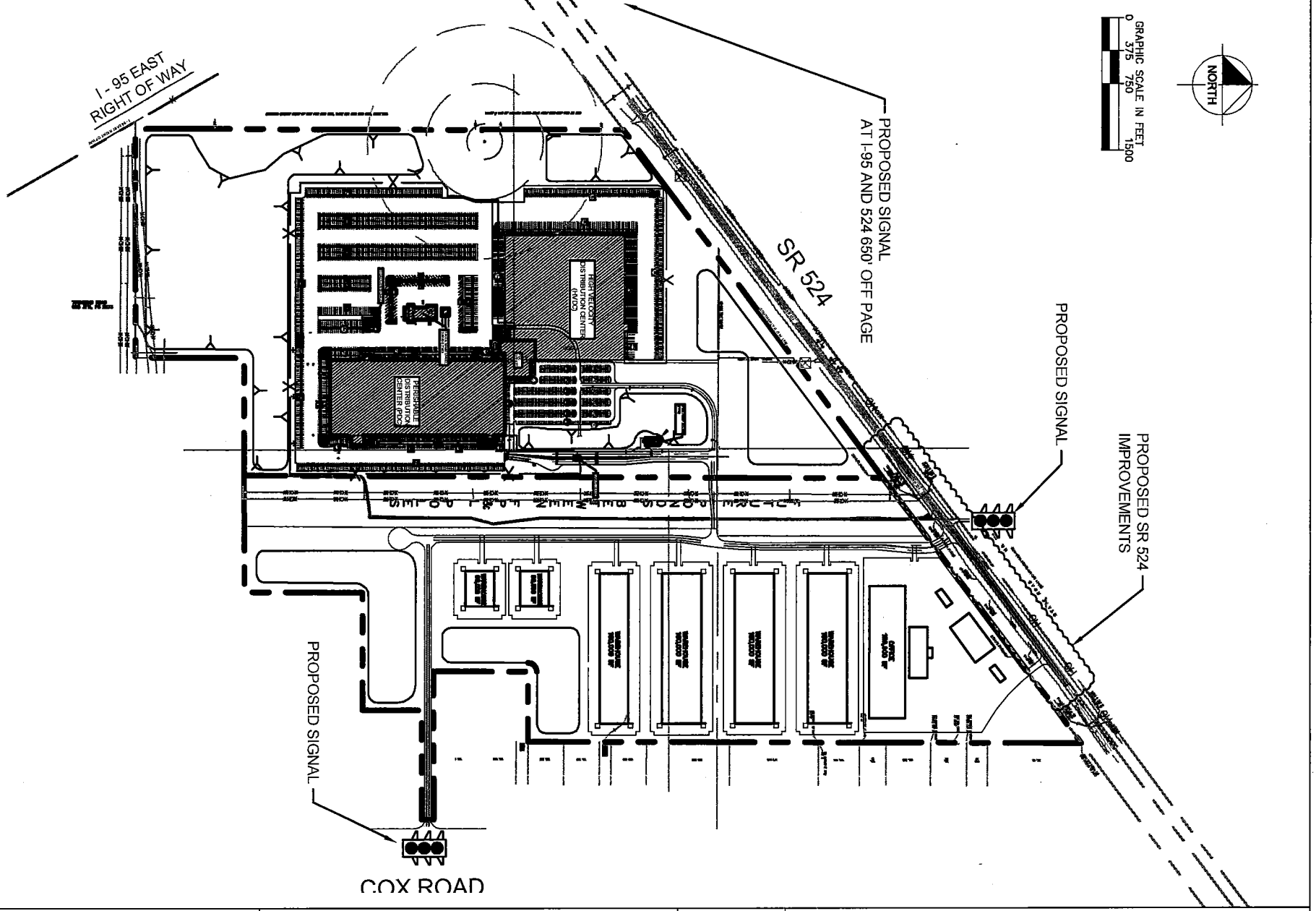
DATE
REVISIONS
No.

SCALE
DESIGNED BY
DRAWN BY
CHECKED BY

SITE PLAN - OVERALL

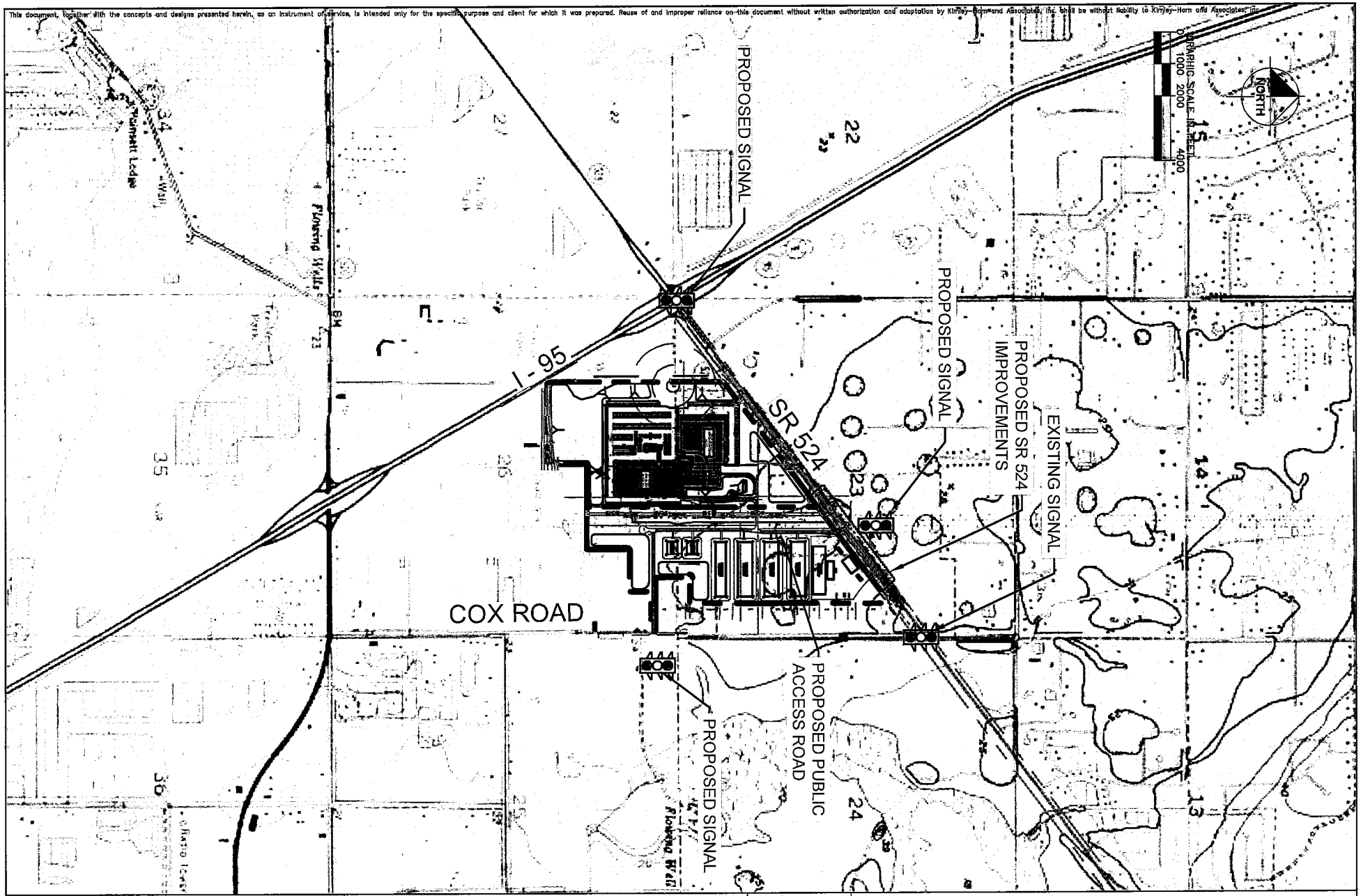
DATE
01/27/16
PROJECT NO.
015478295
SHEET NUMBER
6220

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SHEET				
A-0	SITE PLAN OVERALL	CITIZEN KANE DISTRIBUTION CENTER BREVARD COUNTY, FL	DATE 04/21/16 PROJECT NO. 015476294	Kimley»Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 800 N. PINE ISLAND RD, SUITE 450, PLANTATION, FL 33324 PHONE: 954-535-5134 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 00000696

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SHEET				
A-1	SITE PLAN USGS MAP	CITIZEN KANE DISTRIBUTION CENTER BREVARD COUNTY, FL	DATE 04/21/16 PROJECT NO. 015476294	Kimley»Horn

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600 N. PINE ISLAND RD, SUITE 450, PLANTATION, FL 33324
PHONE: 954-535-5134 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000698

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

ECONOMIC IMPACT ANALYSIS

Wal-Mart Stores East, LP

City of Cocoa

04/20/16

Overview:

New Job Commitment:	239	Capital Investment:	$96,200,000
Average Annual Wage:	$42,421		

Economic impact from job creation:

Jobs	Net New Wage	Contribution to GDP
239 (Direct)	$10,138,619 (Direct)	$10,284,977 (Direct)
57 (Indirect)	$2,285,175 (Indirect)	$3,755,294 (Indirect)
66 (Induced)	$2,413,520 (Induced)	$4,501,176 (Induced)
362 TOTAL	$14,837,315 TOTAL	$18,541,447 TOTAL

- For every employment position created by Wal-Mart Stores East, LP approximately 0.51 additional jobs will be developed to support the operation of the facility.

- For every payroll dollar paid to Wal-Mart Stores East, LP approximately $0.46 will be generated for consumer spending.

City Tax Impact

Years 1-10		Annual Taxes on Construction
Projected Tax Assessed	$	402,745.44
Potential Abatement (at 100%)	$	402,745.44
		Annual Taxes on Personal Property
Projected Tax Assessed	$	57,398.40
Potential Abatement (at 100%)	$	57,398.40

Years 11+: Company will be assessed for 100% of tax liability

Tax Millage Code – 13D0 NAICS – 541614 IMPLAN Sector – 454

Analysis based on information supplied by Wal-Mart Stores East, LP - April 2016

Economic impact calculations furnished by EDC Research Office, using IMPLAN Professional 3.0 (www.IMPLAN.com).

Abatement & millage numbers are estimates; all final numbers determined solely by the Brevard County Property Appraiser's Office and the City of Cocoa.

**Subject to City of Cocoa's Ad Valorem Tax Abatement Program Guidelines.*

SUPPLEMENTAL APPLICATION

BREVARD COUNTY ECONOMIC DEVELOPMENT
AD VALOREM TAX EXEMPTION PROGRAM

APPLICANT NAME: Wal-Mart Stores East, LP

NOTICE: This supplement is to be used by the applicant to provide additional information required by Economic Development Ad Valorem Tax Abatement Ordinance, Chapter 102, Division 3, Sections 181-191, Brevard County Code; and to provide other information requested by the Board of County Commissioners and the entities who will review the application.

Any business seeking an exemption shall file an application with the County before the business has made the decision to locate a new business in the County or before the business has made the decision to expand an existing in the County. Any business decisions, such as announcements, leasing of space or hiring of employees, made prior to final County Economic Development Tax Abatement approval (and not made contingent upon County approval) may constitute grounds for disapproval. Projects, which clearly do not require inducement, will not be approved.

1. Length of exemption requested is total of 10 years (length of exemption approved is sole discretion of County Commission and commences on the adoption date of the ordinance granting the exemption).

2. Property Owner Name: Wal-Mart Stores East, LP

   Address: 702 S.W. 8th Street, Bentonville, AR 72716

   Telephone No. (479) 273-4000 FAX No. ( )

3. Authorized Agent: J. M. Mullis, Inc.

   Address: 3753 Tyndale Dr., Ste 101 , Memphis, TN 38125

   Telephone Number: (901-734-6994 (Mullis) Fax No. (407-920-4626 (Denise Mott)

4. Type of industry or business: Refrigerated warehouse and distribution

5. Brief description of product and expansion plans (The applicant is to provide an executive summary of its business plan): EXECUTIVE SUMMARY ATTACHED

6. Anticipated number of new employees (The applicant is to provide a breakdown of jobs to be created by category and planned salary to be paid by position): 239 (BREAKDOWN ATTACHED)

7. Percent Increase in overall employment: N/A

8. Expected number of new employees who will reside in Brevard County: 100%

9. Percentage of existing employees who have resided in the County for more than two years: N/A

10. Anticipated average wage of employees: $42,421/YR

11. Anticipated average annual payroll: $10M

12. Anticipated new capital investment as a result of expansion or relocation of business:

    New construction value: $84,200,000
    New personal property value: $12,000,000

13. Environmental impact of business. (Identify the number and type of environmental permits required as a result of this project: e.g. air, soil and water pollution, water and sewer, dredge and fill, stormwater, industrial wastewater; provide a brief narrative statement of the company's environmental impacts):

    A portion of the subject property is proposed to be developed into a perishable distribution center. The Company will develop in accordance with applicable regulations. As such, the Company will be applying for permits through City, County, State, and US government agencies. Applications will be submitted for water and sewer permits through FDEP, a state Environmental Resource Permit through SJRWMD, a dewatering permit though SJRWMD, and a 404 permit through the US Army Corps of Engineers.

14. Anticipated volume of business or production: N/A

15. The relocation or expansion would not occur without the exemption: Yes [X] No [ ]

16. Source of supplies (local or otherwise):

    % source of supplies County: TBD
    % source of supplies Florida: TBD
    % source of supplies out-of-state: TBD

17. Business is/will be located in a community redevelopment area: Yes [ ] No [X]

    Name of area:

SIGNATURES:

I hereby confirm the information provided by Wal-Mart Stores East, LP to the Economic Development Commission of Florida's Space Coast and the Board of County Commissioners for the purpose of calculating the economic impact and benefit of the proposed tax abatement is true, accurate and complete. I further confirm that Wal-Mart Stores East, LP is not in violation of any federal, state or local law, or regulation governing environmental matters. I hereby acknowledge and agree upon approval of the Economic Development Ad Valorem Tax Abatement Ordinance by the Brevard County Board of County Commissioners that Wal-Mart Stores East, LP will provide the Brevard Workforce its job openings to be posted on www.employflorida.com and agrees to consider for employment candidates referred by Brevard Workforce.

DATE: 4/18/2016

SIGNED: _____
(Applicant)

TITLE: Vice President – Real Estate

SIGNED: _____
(Preparer)

_____
(Preparer's Address)

_____
(Preparer's Telephone Number)

ECONOMIC DEVELOPMENT COMMISSION (EDC) USE ONLY

EDC Economic Impact Analysis:

_____

_____

_____

_____

_____

_____

_____

_____

EDC's Recommendation:

The Economic Development Commission of Florida's Space Coast hereby certifies that it has proof, to the satisfaction of the EDC, that the applicant meets the criteria of a new business or for an expansion of an existing business as defined in Section 184, Chapter 102, Brevard County Code. Furthermore, the EDC has conducted an economic impact analysis, applying acceptable multipliers as defined by the State Department of Commerce, which concludes that the applicant does hereby meet the economic benefit test; and, therefore, the EDC recommends to the Brevard County Commission that the applicant receive an ad valorem tax exemption for _____ percent of its eligible taxes and for a period of _____ years.

DATE: _____ SIGNED: _____
(EDC President)

COUNTY USE ONLY

County Manager's Recommendation:

_____

_____

_____

_____

DATE: _____ SIGNED: _____
(County Manager)

BREVARD COUNTY
ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION
Chapter 196, Florida Statutes

To be filed with the Board of County Commissioners, the governing board of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1. Business name: Wal-Mart Stores East, LP

   Mailing address: 702 S.W. 8th Street, Bentonville, AR 72716

2. Name of person in charge of business: _____

   Telephone No.: (____)_____ FAX No.: (____)_____

3. Location of business (**legal description and street address**) of property for which this report is filed: _____

4. Date business opened at this facility: _____

5. a. Description of the improvements to real property for which this exemption is requested: _____

   b. Date of commencement of construction of improvements: _____

6. a. Description of the tangible personal property for which this exemption is requested and date when property was purchased:

APPRAISER'S ONLY Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Condition			Taxpayer's Estimate of Fair Market Value		USE

   b. Average value of inventory on hand: _____

   c. Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7. Do you desire exemption as a "New Business" [ ] or as an "Expansion of an Existing Business" [ ]

8. Describe the type or nature of your business: _____

9. Trade level (check as many as apply):

   Wholesale [ ] Manufacturing [ ] Professional [ ] Service [ ] Office [ ] Other [ ]

10. a. Number of full time employees employed in Florida: _____

(DR 418)

b. If an expansion of an existing business:

(1) Net increase in employment _____ or _____ %
(2) Increase in productive output resulting from this expansion _____ %

11. Sales factor for the facility requesting exemption:

Total sales in Florida from this facility - one (1) location only _____ divided by
Total sales everywhere from this facility - one (1) location only _____ = _____

12. For office space owned and used by a corporation newly domiciled in Florida: Not yet incorporated

a. Date of incorporation in Florida _____
b. Number of full-time employees at this location _____

13. If requesting an exemption due to location in a slum or blighted area, please furnish such additional information as required by the County Commission, City Commission, or Property Appraiser.

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

DATE: _____ Signed: _____
(Preparer)

SIGNED: _____ _____
(Taxpayer) (Preparer's Address)

TITLE: _____ _____
(Preparer's Telephone Number)

PROPERTY APPRAISER'S USE ONLY

I. Total revenue available to the County or municipality for the current fiscal year from ad valorem tax sources: _____

II. Revenue lost to the County or municipality for the current fiscal year by virtue of exemptions previously granted under this section: _____

III. Estimate of the revenue which will be lost to the County during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation: _____

IV. Estimate of the taxable value lost to the County or municipality if the exemption applied for were granted:
Improvements to real property _____ Personal Property _____

V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a New Business [ ], an Expansion of an Existing Business [ ], or Neither [ ].

VI. Last year for which exemption may be applied: _____

DATE: _____ SIGNED: _____
(Property Appraiser)

RETURN TO BE FILED NOT LATER THAN MARCH 1

Qualified Target Industry Tax Refund
Attachment to the Application

Wal-Mart Stores East, LP
Name of Business

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed
EFI Project Number		

Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

IMPORTANT NOTE: This application must be filed and the incentive approved ***prior*** to making the decision to expand an existing Florida business unit or to locate a new business unit in Florida.

*** * *Be sure to submit the Application and Local Support Resolution[1] following passage by the City / County* * ***

1. PROJECT EMPLOYMENT AND WAGE COMMITMENTS

A. What is the total number of net new full-time equivalent Florida jobs created by the project at the business unit[2]? 239

B. Provide the job creation schedule to which you commit: (Please limit the phases to a maximum of three consecutive years and job creation to no less than ten jobs in the first year).

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
I	40	12/31/2018
II	80	12/31/2019
III	120	12/31/2020
Total	**120**	

Only 120 jobs qualify for QTI @ 115%.

C. For the purposes of certification, agreement, and claim review, indicate the average wage and corresponding threshold (percentage) to which you commit:
Check the relevant box (only one) and fill in the first field (wage commitment) and second field (county, state, or MSA used).

☒ $50,261, which is at least 115% of the average wage in Brevard County.

☐ $_____, which is at least 150% of the average wage in _____.

☐ $_____, which is at least 200% of the average wage in _____.

2. LOCAL FINANCIAL SUPPORT

A. Identify the local government(s) anticipated to provide local financial support[3]:
City of Cocoa, Brevard County

B. Indicate the date(s) the QTI support resolution(s) is / are anticipated to be passed by the local government:
May 2016

[1] Submit the resolution adopted by the local governing body recommending the applicant be approved as a QTI Business unit and indicating the amount of local financial support that has been committed. Resolution should clearly indicate waivers requested and justification for such waivers.
[2] Must be a minimum of 10 new jobs and a 10 percent increase in current business unit employment (if an existing Florida business).
[3] The total QTI award may not exceed five times the local financial support provided by the community. If the community has requested a local financial support waiver or the support is provided in the form of ad valorem tax abatement, the QTI award will be reduced by this amount.

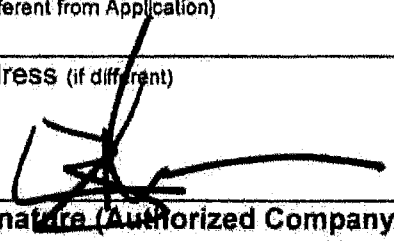
Qualified Target Industry Tax Refund
Attachment to the Application

3. SIGNATURES

N/A

Signature of Individual Completing this Attachment (if different from Application) | Date

Address (if different) | Phone Number (if different)



Signature (Authorized Company Officer) REQUIRED | 4/18/2016 Date

LB Johnson, VP – Real Estate

Name and Title of Authorized Officer

4. KEY QTI PROGRAM INFORMATION

- The tax refund claim form will be due by January 31st each year for the number of jobs on December 31st of the previous calendar year. Tax refunds paid per state fiscal year (July 1 – June 30) may not exceed 25 percent of the total tax refund award associated with the phase(s) scheduled.
- The total award will be equal to $3,000 ($6,000 in Enterprise Zones or Rural Counties) times the number of jobs reported in item 1A. Additional per job bonuses may be available; however, the QTI award may not exceed five times the local financial support paid by the community.
  - $1,000 per job if the average annual wage is at least 150% of the area's average; or $2,000 per job if the average annual wage is at least 200%.
  - $2,000 per job if the business falls within a designated high impact sector OR if the business increases exports of its goods through a seaport of airport in the state by at least 10 percent in value or tonnage in each year of receiving a QTI refund.
  - $2,500 per job if the project locates in a designated Brownfield area (Brownfield Bonus).
  - $1,000 per job if the local financial support is equal to the base QTI award.
- If in any year the applicant does not achieve the job creation schedule outlined in item 1C, but achieves at least 80% of the required net new jobs, the company will receive a pro-rated refund less a 5% penalty of the scheduled award amount for that year. **If job creation falls below 80% of the required jobs, the company will not receive a refund and will be terminated from the program. Similarly, if the average wage falls below the wage committed to in 1C, the company will not receive a refund and will be terminated from the program.**
- For an expanding Florida business unit:
  - Existing number of full-time equivalent Florida jobs must be maintained for the duration of the QTI agreement.
  - The average wage commitment should include wages paid for only the net new to Florida jobs, as shown on the unit's UCT-6 form. The applicant will be required to establish a tracking mechanism to distinguish between existing versus new jobs and employees filling those jobs. Contact Enterprise Florida for more information.
- QTI eligible jobs are those that are physically located within the State of Florida and located at the facility listed as the proposed location address in question 2G of the Application or subsequent QTI contract with the State of Florida. If any jobs will not be physically located at the proposed location address, contact Enterprise Florida to discuss the situation. Jobs that are paid out of the proposed location address facility but are not located at that facility or in the State of Florida are not considered net new jobs for QTI purposes.
- A qualified target industry business that fraudulently claims a refund under *288.106(2), Florida Statutes*:
  - Is liable for repayment of the refund to the account, plus a mandatory penalty in the amount of 200 percent of the tax refund which shall be deposited into the General Revenue Fund.
  - Is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- Qualified Target Industry Tax Refund: *Section 288.106, Florida Statutes*.

Joan Junkala

From: Denise Mott <denisem@jmmullis.com>
Sent: Wednesday, April 20, 2016 2:47 PM
To: 'Julie Roslin'; 'Gregory Weiner'; Joan Junkala
Cc: Mike Mullis
Subject: RE: Project "Citizen Kane" (Ref. – Completed City And County Incentive Applications)

Of note for clarification—the job creation schedule I just provided is for the total full time headcount of 239. The schedule we will provide for QTI is based upon only those jobs which meet the 115% average wage ($50,261) threshold as follows:

Number of net new jobs	Date Jobs will be created
40 (40)	12/31/2018
40 (80)	12/31/2019
40 (120)	12/31/2020
Total 120	

Denise E. Mott
(407) 920-4626

From: Denise Mott
Sent: Wednesday, April 20, 2016 2:27 PM
To: 'Julie Roslin' <JRoslin@spacecoastedc.org>; Mike Mullis <mmullis@jmmullis.com>; Gregory Weiner <GWeiner@spacecoastedc.org>; 'jjunkala@cocoafl.org' <jjunkala@cocoafl.org>
Subject: RE: Project "Citizen Kane" (Ref. – Completed City And County Incentive Applications)

# of New Jobs	Aggregate Jobs	Date Jobs will be created
100	100	12/31/2018
50	150	12/31/2019
89	239	12/31/2020

Denise E. Mott
(407) 920-4626

From: Julie Roslin [mailto:JRoslin@spacecoastedc.org]
Sent: Wednesday, April 20, 2016 1:55 PM
To: Mike Mullis <mmullis@jmmullis.com>; Gregory Weiner <GWeiner@spacecoastedc.org>; 'jjunkala@cocoafl.org' <jjunkala@cocoafl.org>
Cc: Denise Mott <denisem@jmmullis.com>
Subject: RE: Project "Citizen Kane" (Ref. – Completed City And County Incentive Applications)

Thank you! Would you mind filling in the following job creation chart for the project so we can show the commission what the job creation timeline is:

# of New Jobs	Date jobs will be created
	12/31/2016
	12/31/2017
	12/31/2018
	12/31/2019

Project Citizen Kane (project eligibility under traditional incentive programs)

Jobs	239			
Wages	$42,421			
Cap Inv	$96,200,000	$76,960,000.00	$460,143.84	$360,280.54
		80% City		County

City of Cocoa (Millage Rate 5.9790)		
Year	**Percent**	**Abatement**
1	80%	368,115
2	80%	368,115
3	80%	368,115
4	80%	368,115
5	80%	368,115
6	70%	322,101
7	60%	276,086
8	50%	230,072
9	40%	184,058
10	0%	0
TOTAL		**2,852,892**
EDI Fund		
Jobs	Qual:$500/job	$50,000 (max)
Utilities	Qual:$500/job	$50,000 (max)
TOTAL		**$100,000**
TOTAL		**$2,952,891.81**

Brevard County (Millage Rate 4.6814)		
Year	**Percent**	**Abatement**
1	70%	252,196
2	70%	252,196
3	70%	252,196
4	70%	252,196
5	70%	252,196
6	70%	252,196
7	70%	252,196
8	0%	0
9	0%	0
10	0%	0
TOTAL		**1,765,375**
TOTAL		**$1,765,375**

* EDC AVT Council will likely vote for 100% for 10 Yrs

Total SF	460,000	
Land	4,000,000	*Doesn't count towards Cap Inv
Building	84,200,000	
Equipment	12,000,000	
TOTL CAP	**100,200,000**	
Avg Wage	**42,421**	
New Jobs	**239**	

Project Citizen Kane (project eligibility under AVT-Cash Hybrid)

Jobs	239			
Wages	$42,421			
Cap Inv	$96,200,000	$76,960,000.00	$460,143.84	$360,280.54

80% City

County

City of Cocoa (Millage Rate 5.9790)		
Year	**Percent**	**Abatement**
1	40%	184,058
2	40%	184,058
3	40%	184,058
4	40%	184,058
5	40%	184,058
6	0%	0
7	0%	0
8	0%	0
9	0%	0
10	0%	0
TOTAL		**920,288**

Brevard County (Millage Rate 4.6814)		
Year	**Percent**	**Abatement**
1	70%	252,196
2	70%	252,196
3	70%	252,196
4	70%	252,196
5	70%	252,196
6	70%	252,196
7	70%	252,196
8	0%	0
9	0%	0
10	0%	0
TOTAL		**1,765,375**

* EDC AVT Council will likely vote for 100% for 10 Yrs

Upfront Cash Incentive

Build permit issued	500,000
Site improvements complet	500,000
C.O. issued	500,000
Business Operations begin	500,000
TOTAL	**$2,000,000**
TOTAL INCENTIVE PKG:	**$2,920,288**

Total SF	460,000	
Land	4,000,000	*Doesn't count towards Cap Inv
Building	84,200,000	
Equipment	12,000,000	
TOTL CAP	**100,200,000**	
Avg Wage	**42,421**	
New Jobs	**239**	

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

City of Cocoa Ad Valorem Tax Exemption
Scoring Sheet

Business Name: Project Citizen Kane

Number of New Employees	Points	Existing Business Expansion Option
10-20	3	25% Increase in Employees
21-60	6	50% Increase in Employees
61-99	9	75% Increase in Employees
100 and up	10 ✓	100% Increase in Employees

Average Annual Wage	Points
Below Average	0
Average ($33,411)*	4
25% Above Average ($41,764)	7 ✓
50% Above Average ($50,117)	9
100% Above Average ($66,822)	10

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,000 - $ 4,000,000	2
$ 4,000,000 - $ 7,000,000	3
$ 7,000,000 - $10,000,000	4
$10,000,000 and up	5 ✓

Special District	Points
Enterprise Zone, Brownfield, HUBZone	1

Total Points** 22

Certified By: _____ 4/21/16
City Staff Member Date

* The Average Annual Wage is determined by the average wage of the city of Cocoa. This figure shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

Program Guidelines

Total Points	Percentage of Exemption by Year	Length of Exemption
11 - 13 points**	Years 1 through 3: 60% Year 4: 50% Year 5: 40% Year 6: 30%	6 years
14 - 16	Years 1 through 4: 70% Year 5: 60% Year 6: 50% Year 7: 40%	7 years
17 - 19	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50%	8 years
20 - 22	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40%	9 years
23 - 25	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40% Year 10: 30%	10 years

** Minimum of 11 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

The City Council reserves the right to vary the ad valorem incentives for certain target industries and businesses deemed critical for the future economic development of the City. In addition, for such targeted industries and businesses, the City Council may consider other economic incentives, such as an ad valorem reimbursement grant incentive, in accordance with the City's home rule and statutory economic development powers. Ad Valorem Abatement or reimbursement grants for such target industries and businesses will be derived on a negotiated schedule and may include such factors as occupied existing business space, development of new business space, capital improvements made, number of jobs created, annual wages, number of relocated jobs, and number of local residents hired.

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

Economic Development Incentive Fund
Scoring Sheet

Business Name: Project Citizen Kane

Number of New Employees	Points	Existing Business Expansion Option
10 - 20	4	25% Increase in Employees
21 - 50	5	50% Increase in Employees
51 - 100	6	75% Increase in Employees
101 and up	7 ✓	100% Increase in Employees

Average Annual Wage	Points
Below Living Wage	0
Living Wage ($28,766)*	5
City Average Wage ($33,411)**	6
State Average Wage ($41,375)***	8 ✓

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,001 - $ 4,000,000	2
$ 4,000,001 and up	3 ✓

Special District	Points
Enterprise Zone, Brownfield	1

Total Points+ [18]

Certified By: _____ City Staff Member

4/21/16 Date

* The Living Wage shall be updated every other year as provided by CareerSource Brevard.

** The average annual wage of the City of Cocoa shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

*** The State of Florida annual average wage shall be updated at the beginning of each calendar year as provided by Enterprise Florida, Inc.

Scoring

Total Points	Incentive
10 - 13	$100 per job
14 - 16	$300 per job
17 - 19	$500 per job ✓

\+ Minimum of 10 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

AD VALOREM TAX ABATEMENT
ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **WAL-MART STORES EAST, LP,** a foreign limited partnership authorized to do business in the State of Florida ("**Walmart**").

RECITALS:

WHEREAS, Walmart, is seeking incentives to purchase approximately 132 acres of land in the City of Cocoa to develop a 460,000 square foot refrigerated warehouse and distribution center which would result in 239 jobs at $42,421 average annual wage and which would generate approximately $96,200,000 in new capital ($84,200,000 in building construction and $12,000,000 in machinery and equipment); and

WHEREAS, the City desires to provide Walmart with certain economic incentives in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders consistent with section 166.021(8), Florida Statutes; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the economic incentives provided by the City to Walmart ultimately serve their intended municipal purpose; and

WHEREAS, the City has established terms and conditions herein whereby Walmart, by complying with these terms and conditions, can receive the benefits outlined in this Agreement, while the City can fulfill its desire to support local employers, to create jobs and to significantly enhance the prospects of local economic development; and

WHEREAS, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Cocoa; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, and the future expansion of the City's tax base.

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

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

2. **Commitments by Walmart**.

(a) *New Construction of Facilities; Capital Investment.* Walmart hereby represents and warrants that it intends to construct a new refrigerated warehouse and distribution center within the jurisdictional boundaries of the City of Cocoa. In furtherance such new business, Walmart agrees to make a fixed capital investment of not less than $96,200,000 in new construction and tangible personal property prior to December 31, 2018.

(b) *Business Operations in Cocoa.* Walmart agrees to maintain its new refrigerated warehouse and distribution center operations within the jurisdictional boundaries of the City of Cocoa for the term of this Agreement.

(c) *Employees.* Walmart agrees that it shall employ at least 239 persons within the jurisdictional boundaries of the City of Cocoa by December 31, 2020, and that the average annual salary of such employees shall be at least $42,421.00.

(d) *New Business.* Walmart represents and warrants that, for purposes of receiving the economic incentives provided to Walmart by this Agreement, Walmart currently meets the definition of "new business," as that term is defined by section 196.012(14), Florida Statutes. Walmart agrees to maintain its qualifications as a "new business" during the entire term of this Agreement.

3. **Ad Valorem Tax Exemption.** The parties acknowledge that in accordance with Ordinance Numbers 17-2014 and 23-2005, the electorate of the City of Cocoa has granted the City Council the authority to grant property tax exemptions for new businesses and expansions of existing businesses. The parties further acknowledge that Walmart's anticipated investment to real property and tangible personal property pursuant to the terms of this Agreement, and the City Council's determination that Walmart's continued operations in the City of Cocoa are critical for the future economic development of the City, render Walmart eligible for an ad valorem tax exemption. Walmart has filed an application for ad valorem tax exemption with the City, and the City has processed the application in good faith and in accordance with the requirements established by the City and under Florida law. Conditioned upon Walmart's continuing obligation to comply with the terms and conditions set forth in this Agreement, the City Council approved Ordinance No. 12-2016 on May 24, 2016, granting Walmart an ad valorem tax exemption for a term of five (5) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting four (4) years thereafter, for forty percent (40%) of the City's ad valorem taxes for years 1 through 5.

4. **Annual Reports.** Walmart shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of a "new business" as set forth in section 196.012(14), Florida Statutes, for each of the five (5) years Walmart receives the ad valorem tax exemption. The annual report shall be provided to the City no later than January 31 of each year. Walmart shall also submit any other information or reports as the City Manager or City Council

may deem reasonably necessary for purposes of determining whether Walmart is complying with the terms and conditions of this Agreement.

5. **Compliance with Laws.** Walmart shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Cocoa.

6. **Work is a Private Undertaking.** With regard to Walmart's business operation and compliance with applicable laws, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Walmart is such that Walmart is an independent contractor and not an agent of the City, and that this is not a business partnership or joint venture agreement. Walmart and its contractors, partners, agents, and employees are independent contractors and not employees of the City, and Walmart shall be in complete control over its business operations. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and Walmart, its contractors, partners, employees, or agents, under this Agreement.

7. **Compliance Monitoring.** Walmart agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that Walmart's implementation of its obligations to the City set forth in this Agreement are in furtherance of the municipal purposes declared by the City herein.

8. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto and shall terminate one (1) year after Walmart has received the full benefit of the ad valorem tax exemption granted pursuant to Section 3 herein, unless the Agreement is terminated pursuant to this Section.

(b) *Termination by City.* The City shall have the right to terminate this Agreement upon any material breach of any term or condition of this Agreement by Walmart; if Walmart is declared bankrupt or insolvent; if Walmart adopts a plan or resolution of liquidation of Walmart or sells substantially all of its assets; if Walmart engages in fraud or misleading compliance reporting against the City; or if a receiver or trustee is appointed on behalf of Walmart for purposes of taking control of substantially all of Walmart's assets within the City of Cocoa, or the said assets are judicially seized for any reason, and possession of said assets are not released to Walmart within ninety (90) days.

(c) *Termination by Walmart.* Walmart may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

(d) *Notice; Opportunity to Cure.* Prior to exercising its right to terminate this Agreement, the terminating party shall provide written notice to the non-terminating party setting forth the reason for termination and providing the non-terminating party 15 days from receipt of

the notice to cure the alleged breach. If the alleged breach is not cured within said time period, this Agreement shall be deemed terminated, except with respect to any provision that affords a remedy in the event of a breach and any provision that expressly survives termination.

(e) *Remedies.* In the event of Walmart's breach of this Agreement, the City shall have the right to revoke the economic development incentives and to re-impose, in full, the ad valorem taxes waived pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Walmart in writing regarding the revocation of the economic development incentives and such notice shall set forth the total sum due and owing to the City. Walmart shall reimburse the City within 30 days from Walmart's receipt of the City's notice unless Walmart cures the breach within 15 days of receiving the notice. Should Walmart fail to reimburse the City within 30 days, the City shall be entitled to recover the taxes due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said taxes through all appellate proceedings. Moreover, the City shall have the right to recover the taxes through any and all available legal means, including, but not limited to, reassessing taxes and assessments on the tax roles of Brevard County, Florida, and bringing an action in a state or federal court.

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

10. **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

11. **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

12. **Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorneys' fees and costs in furtherance of this Agreement.

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

14. **Waiver.** No failure to insist on the prompt performance by Walmart of its obligations under this Agreement shall be construed as a waiver by the City of its rights to

demand performance. Further, any waiver by the City of any breach or violation of Walmart's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

15. **Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

To CITY:	w/copy to:
John A. Titkanich, AICP Cocoa City Manager 65 Stone Street Cocoa, FL 32922	Anthony A. Garganese, City Attorney Garganese, Weiss & D'Agresta, P.A. P.O. Box 2873 Orlando, FL 32802-2873

To WALMART:

Wal-Mart Stores East, LP
Attn: GENERAL COUNSEL
702 SW 8th Street
Bentonville, AR 72716

Such notice, request or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that a copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Section; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

16. **Indemnification and Hold Harmless**. Walmart shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Walmart, its agents, servants, officers, officials, employees, or subcontractors.

The obligations arising under this Section 16 shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses,

costs, reasonable attorneys fees, damages, fines and penalties of every kind and character or incurred or suffered by the City as a result thereof, based upon events arising prior to the date of termination of this Agreement.

17. **Assignment.** This Agreement shall not be assigned by Walmart without the prior written consent of the City.

18. **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

19. **Conflict of Interest.** Walmart represents and warrants, and this Agreement is being made by the City in reliance thereon, that Walmart and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

20. **Representations of Walmart.** Walmart represents to the City that (i) Walmart is duly authorized to conduct business in Florida; (ii) Walmart has the authority to enter into this Agreement and to perform the requirements of this Agreement; (iii) to Walmart's best knowledge, Walmart's performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to Walmart's best knowledge, Walmart's performance under this Agreement shall not result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) Walmart shall have sufficient capital to perform its obligations under this Agreement; and (vi) Walmart does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

21. **Walmart's Continuing Disclosure Requirement.** Walmart must promptly notify the City of any developments that materially and adversely impact this Agreement and Walmart's obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.

22. **No Delegation of Police Power.** Walmart shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Walmart.

(Signature Page Follows)

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

The City of Cocoa,
a Florida municipal corporation.

ATTEST:

_____
John A. Titkanich, City Manager

_____
Carie Shealy, City Clerk

Date:_____

WAL-MART STORES EAST, LP,
a foreign limited partnership.

_____
Name:_____
Title:_____

Date: _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **_____, _____** of **WAL-MART STORES EAST, LP,** a foreign limited partnership, who is [___] personally known to me or [___] has produced _____ as identification.

_____
Notary Public - State of _____

_____
Printed Name
My Commission Expires: _____

Legislation Details (With Text)

File #:	16-210	**Version:** 1	**Name:**	820 Rosa Jones FLUM 1st reading
Type:	Ordinance		**Status:**	Public Hearing
File created:	5/12/2016		**In control:**	City Council
On agenda:	5/24/2016		**Final action:**	
Title:	Ordinance No. 08-2016/1st Reading: Amending the Future Land Use Map designation of one (1) parcel from “Medium Density Residential” to “Neighborhood Commercial.” (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance No. 08-2016 FLUM Rosa L Jones.pdf Exhibit A Legal Description.pdf 820RosaLJonesDr_FLUBoth_AGIS103.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2016
Agenda Date: May 24, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 08-2016, amending the Future Land Use Map designation of one (1) parcel from “Medium Density Residential” to “Neighborhood Commercial.”

BACKGROUND:

Applicant: Gencon USA LLC
Wazir Mohammed
14828 Pellicer Drive
Orlando, FL 32828

Location: 820 Rosa L. Jones Drive

Overview of Surrounding Area:			
	Future Land Use	**Zoning**	**Existing Use**
North	Institutional	C-N	Emma Jewel Charter Academy
South	Commercial (City of Rockledge)	C2 - General Comme (City of Rockledge)	Vacant Commercial

East	Medium Density Resi	RU-1-7	Single-family Residence
West	Medium Density Resi	RU-1-7	Vacant Apartment Building

The applicant is requesting to amend the Future Land Use Map (FLUM) designation of the subject parcel from “Medium Density Residential” to “Neighborhood Commercial.” “Medium Density Residential” allows a density of up to 15 units per acre whereas the “Neighborhood Commercial” designation provides for a 0.75 FAR (Floor Area Ratio). The FAR is the total floor area in square feet of a principal structure on any lot divided by the gross area of the lot in square feet.

The existing two-story building contains approximately 27,000 SF of floor area, with 40 vacant apartment units. The area of the subject property is approximately 40,900 SF. Therefore, the FAR for the existing building is 66%.

The applicant has also submitted an application to rezone the property from the existing RU-1-7 (Single Family Dwelling) zoning designation to a P-S (Professional, Offices and Services) zoning designation. The applicant is proposing to renovate the existing building in order to provide space for office, medical, and professional uses.

The applicant has reached out to the surrounding area by holding a community meeting at the Emma Jewel Charter Academy on April 30, 2015 and again on March 14, 2016. The meeting in 2015 drew approximately half a dozen citizens to discuss potential uses for the subject property. No citizens attended the March 14, 2016 meeting.

Small-Scale Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region;

Applicant Response: *No, it will enhance and improve.*

Staff Response: The proposed amendment would have no negative impact on the city’s budget. The “Neighborhood Commercial” Future Land Use designation is intended to be low-impact in nature and serve the needs of the immediate residential area. The proposed amendment to “Neighborhood Commercial” will allow an existing structure that has been vacant for several years to be re-purposed to a use compatible with the surrounding community. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

b. Whether the proposal will diminish the service level of public facilities;
Applicant Response: *No.*

Staff Response: The Future Land Use amendment will not negatively impact or diminish the service

level of public facilities.

Potable Water: The subject property is served by the City of Cocoa Utilities Department for water service.

Sanitary Sewer: The subject property is served by the City of Cocoa Utilities Department for sanitary sewer service.

Solid Waste: The subject property has garbage service provided by Waste Management.

Transportation: The subject property is accessed from Rosa L. Jones Drive. The City of Cocoa Comprehensive Plan 2010-2020, Volume 1 Goals, Objectives, & Policies, Map M-II-2: Functional Roadway Classification Map identifies Rosa L. Jones Drive as a collector roadway. This portion of Rosa L. Jones is operating at a Level of Service C. Sufficient capacity will continue to exist in the long-range planning horizon.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region;

Applicant Response: *Favorably impact the environment as our proposal will require green areas.*

Staff Response: The applicant is proposing to renovate the existing building into office units for professional and/or medical uses. Any renovations to the existing building would have to comply with all applicable local, state, and federal environmental regulations.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code;

Applicant Response: *No response.*

Staff Response: East Central Florida 2060 Plan (formerly East Central Florida Regional Planning Commission Strategic Regional Policy Plan) states the following:

Chapter 4 - Economic Development, Policy 4.3: Support emerging economic centers that are located in the most appropriate areas, such as along transit corridors or in existing or planned employment centers.

The subject property is located along a SCAT bus route, approximately 800 feet from a bus stop at the Rosa L. Jones Dr./S. Fiske Blvd. intersection.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan;

Applicant Response: *This proposal will not adversely affect the City neighborhood and its services. Instead, it will provide employment, increase property values, etc.*

Staff Response: A preliminary concurrency review has not been completed. A final concurrency evaluation will be required prior to the issuance of a development permit.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses;

Applicant Response: *There are commercial entities next to and across the street and all along the street.*

Staff Response: The zoning along the southern side of Rosa L. Jones Drive (between US 1 and S. Fiske Blvd.), which is within the limits of the City of Rockledge, is a mix of commercial, industrial, and high density, multi-family residential. This same portion of Rosa L. Jones Drive on the north side within the City of Cocoa is predominately zoned RU-1-7 with pockets of C-N zoning in the general area. If the proposed FLUM amendment and subsequent rezoning is approved, the applicant has expressed an interest in providing office, medical, or professional-type uses, or combination of these uses, to the surrounding residential uses.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment; and

Applicant Response: *It will have a favorable impact on the people for employment and a better standard of living and very accessible to their homes.*

Staff Response: The current apartment building has been vacant for several years due to its non-conforming status. The proposed FLUM amendment would have no direct impact on the provision of housing.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Applicant Response: *Yes.*

Staff Response: The proposed FLUM amendment is consistent with the following Comprehensive Plan policy:

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood Commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area.

A. Neighborhood Commercial areas may be allowed closer to the residential neighborhoods; and

C. Pedestrian connectivity between neighborhood commercial and surrounding multi-family developments is highly encouraged.

Sidewalks are installed on both sides of Rosa L. Jones Drive which provides connectivity to S. Fiske Blvd. and to the surrounding residential areas as well as Emma Jewel Charter Academy.

STRATEGIC PLAN CONNECTION:

Community Redevelopment is impacted by this agenda item.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At its May 11, 2016 meeting, the Planning & Zoning Board recommended approval by a vote of 5-1 to amend the Future Land Use map designation of the subject parcel from “Medium Density Residential” to “Neighborhood Commercial).

RECOMMENDED MOTION:

Approve the first reading of Ordinance 08-2016, amending the Future Land Use Map designation of one (1) parcel from “Medium Density Residential” to “Neighborhood Commercial.”

ORDINANCE NO. 08-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF 0.94 TOTAL ACRES, MORE OR LESS, LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM "MEDIUM DENSITY RESIDENTIAL" TO "NEIGHBORHOOD COMMERCIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on May 11, 2016, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the Local Planning Agency recommended the City Council adopt the comprehensive plan amendment set forth in this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment

set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

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

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit "A"** from "Medium Density Residential" to "Neighborhood Commercial". Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date and Legal Status of the Plan Amendment. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section 163.3187(5)(a), Florida Statutes. If the plan amendment is timely

challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

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

_____

HENRY U. PARRISH, Mayor

ATTEST:

_____

CARIE SHEALY, City Clerk

Exhibit "A"

LEGAL DESCRIPTION:

(820 ROSA L. JONES DRIVE)

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE N90°00'00"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, FOR A DISTANCE OF 551.00 FEET TO A POINT; THENCE N00°12'15"E, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE CONTINUE N00°12'15"E, FOR A DISTANCE OF 396.30 FEET; THENCE S89°51'15"E, FOR A DISTANCE OF 100.00 FEET; THENCE S00°12'15"W, FOR A DISTANCE OF 396.04 FEET TO THE SAID NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE N90°00'00"W, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND

(701 HOWARD STREET)

LOT 1, E.C JOHNSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

City of Cocoa Future Land Use Map

Location Map for 820 Rosa L. Jones Dr.

From: Medium Density Residential To: Neighborhood Commercial

Exhibit "A"



N:\CommunityServices\Planning\LandUseUpdates\820RosaLJonesDr\820RosaLJonesDr_FLUBoth_AGIS103.mxd

Commercial

Low Density Residential

Medium Density Residential

Recreation/Open Space

Institutional

Neighborhood Commercial

Legislation Details (With Text)

File #:	16-213	**Version:** 1	**Name:**	820 Rosa Jones rezoning 1st reading	
Type:	Ordinance		**Status:**	Public Hearing	
File created:	5/12/2016		**In control:**	City Council	
On agenda:	5/24/2016		**Final action:**		
Title:	Ordinance No. 09-2016/1st Reading: Amending the Zoning of the subject parcel from RU-1-7 Residential to PS (Professional, Offices and Services. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 09-2016 Rezoning - Rosa L Jones.pdf Exhibit A Legal Description.pdf 820RosaLJonesDr_Zoning_AGIS103.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2016
Agenda Date: May 24, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 09-2016, amending the zoning of the subject parcel from RU-1-7 Residential to PS (Professional, Offices and Services.

BACKGROUND:

Applicant: Gencon USA LLC
Wazir Mohammed
14828 Pellicer Drive
Orlando, FL 32828

Address: 820 Rosa L. Jones Drive

Future Land Use:	Current: Medium Density Residential Proposed: Neighbo
Zoning District(s):	Current: RU-1-7 (Single Family Dwelling) Proposed: P-S Services)
Existing Land Use:	Vacant, 2-story Apartment Building
Council District:	District 1 - Councilmember Blake
Overview of Surrounding Area:	

	Future Land Use Designations	Zoning Districts	Land Uses
North	Institutional	C-N	Emma Jewel Chart Academy
South	Commercial (City of Rockledge)	C2 - General Commercial (City o Rockledge)	Vacant Commercia
East	Medium Density Residential	RU-1-7	Single-family Residence
West	Medium Density Residential	RU-1-7	Vacant Apartment Building

The applicant is requesting to amend the Zoning Map designation of the subject parcel from RU-1-7 (Single Family Dwelling) to P-S (Professional, Offices and Services) in order to renovate the existing two-story apartment building and provide space for office, medical, and professional uses.

The provisions of the P-S district are intended to apply to an area adjacent to major streets and complementary to major commercial uses. The types of uses permitted and other restrictions are intended to provide an amenable environment for the development of professional offices and services separate from the intensive development of commercial and industrial facilities.

The applicant has submitted an application to amend the Future Land Use Map from “Medium Density Residential” to “Neighborhood Commercial” which would be consistent with the proposed P-S rezoning request.

Consistency with Code of the City of Cocoa

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

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

Applicant Response: *No.*

Staff Response: The zoning along the southern side of Rosa L. Jones Drive (between US 1 and S. Fiske Blvd.), which is within the limits of the City of Rockledge, is a mix of commercial, industrial, and high density, multi-family residential. This same portion of Rosa L. Jones Drive on the north side within the City of Cocoa is predominately zoned RU-1-7 with pockets of C-N zoning in the general area. If the proposed rezoning is approved the applicant has expressed an interest in providing office, medical, or professional-type uses, or combination of these uses, to the surrounding residential uses.

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

Applicant Response: *No.*

Staff Response: The properties immediately to the east and the property immediately to the west are zoned RU-1-7. The property immediately to the north is zoned C-N (Emma Jewel Charter

Academy). The properties on the south side of Rosa L. Jones Drive, located in the City of Rockledge, are zoned C2 - General Commercial. There are also other pockets of C-N zoning in the general area. The subject property is within 800 feet of the S. Fiske Blvd. commercial corridor.

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

Applicant Response: *No.*

Staff Response: The land use pattern along Rosa L. Jones Drive, between US 1 and S. Fiske Blvd., is a mix of commercial, industrial, and high density, multi-family residential uses. The proposed future land use amendment to "Neighborhood Commercial" and the proposed rezoning to P-S will allow the existing structure that has been vacant for several years to be re-purposed to a use compatible with the surrounding community. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

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

Applicant Response: *No.*

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing uses in the area.

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

Applicant Response: *No.*

Staff Response: The FLUM designation for the subject lot is proposed to be amended to "Neighborhood Commercial." The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood Commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area.

A. Neighborhood Commercial areas may be allowed closer to the residential neighborhoods; and

C. Pedestrian connectivity between neighborhood commercial and surrounding multi-family developments is highly encouraged.

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

Applicant Response: *No response.*

Staff Response: The intent of the rezoning request is to be able to provide professional services to the surrounding residential uses. The current apartment building has been vacant for several years due to its non-conforming status. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

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

Applicant Response: *Yes, it will enhance the living conditions of the neighborhood.*

Staff Response: As there is already a mix of residential, commercial, and industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. The proposed renovation of the existing building would be an asset to the neighborhood.

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

Applicant Response: *No.*

Staff Response: The applicant has indicated the desire to attract smaller businesses for office, medical and professional uses. It is not anticipated that the proposed rezoning would create or excessively increase traffic congestions or otherwise affect public safety. Parking for employees and visitors will be provided in the back of the building with access provided from Knight Avenue.

i. The proposed change will create a drainage problem.

Applicant Response: *No.*

Staff Response: No drainage problems are anticipated as a result of the rezoning. Any renovations to the existing building would be required to comply with all applicable regulations and permitting requirements.

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

Applicant Response: *No.*

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

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

Applicant Response: *Yes, it should enhance property values.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning. The proposed zoning will require adequate buffering to protect the adjacent residential properties.

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

Applicant Response: *No.*

Staff Response: Rather than having a vacant, non-conforming structure, the applicant is proposing

to renovate the building to provide services to the surrounding community.

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

Applicant Response: *No.*

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

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

Applicant Response: *No response.*

Staff Response: The existing apartment building has been vacant for several years and the applicant is proposing to renovate the building in order to provide space for office, medical, and professional uses that would be compatible with the surrounding community. The current single family zoning does not allow the existing structure to be used for multi-family and therefore is non-conforming.

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

Applicant Response: *No.*

Staff Response: The proposed rezoning is not out of scale with the needs of the neighborhood and would provide office, medical, and/or professional uses to the surrounding residential uses.

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

Applicant Response: *This property is already acquired by the applicant/owner.*

Staff Response: The applicant is proposing to renovate the existing non-conforming building to allow for uses that would be compatible with the immediate area in which the City is supportive of.

Consistency with Comprehensive Plan Policies and Objectives

The proposed P-S zoning designation is consistent with the allowable uses under the “Neighborhood Commercial” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards

adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

Community Redevelopment is impacted by this agenda item.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

At its May 11, 2016 meeting, the Planning & Zoning Board recommended approval by a vote of 5-1 of the rezoning of the subject property from RU-1-7 Residential to P-S, (Professional, Offices, and Services).

RECOMMENDED MOTION:

Approve the first reading of Ordinance 09-2016, amending the zoning of the subject parcel from RU-1 -7 Residential to PS (Professional, Offices and Services.

ORDINANCE NO. 09-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.94 ACRES, MORE OR LESS, AND LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO, FROM RU-1-7 (SINGLE FAMILY RESIDENTIAL) TO P-S (PROFESSIONAL, OFFICES AND SERVICES); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa recommended approval of this Ordinance on May 11, 2016; and

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

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

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

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

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of

Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is hereby amended to include a change of classification from "RU-1-7 (Single Family Residential District) to P-S (Professional Offices and Services District)," for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

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

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

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Exhibit "A"

LEGAL DESCRIPTION:

(820 ROSA L. JONES DRIVE)

A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

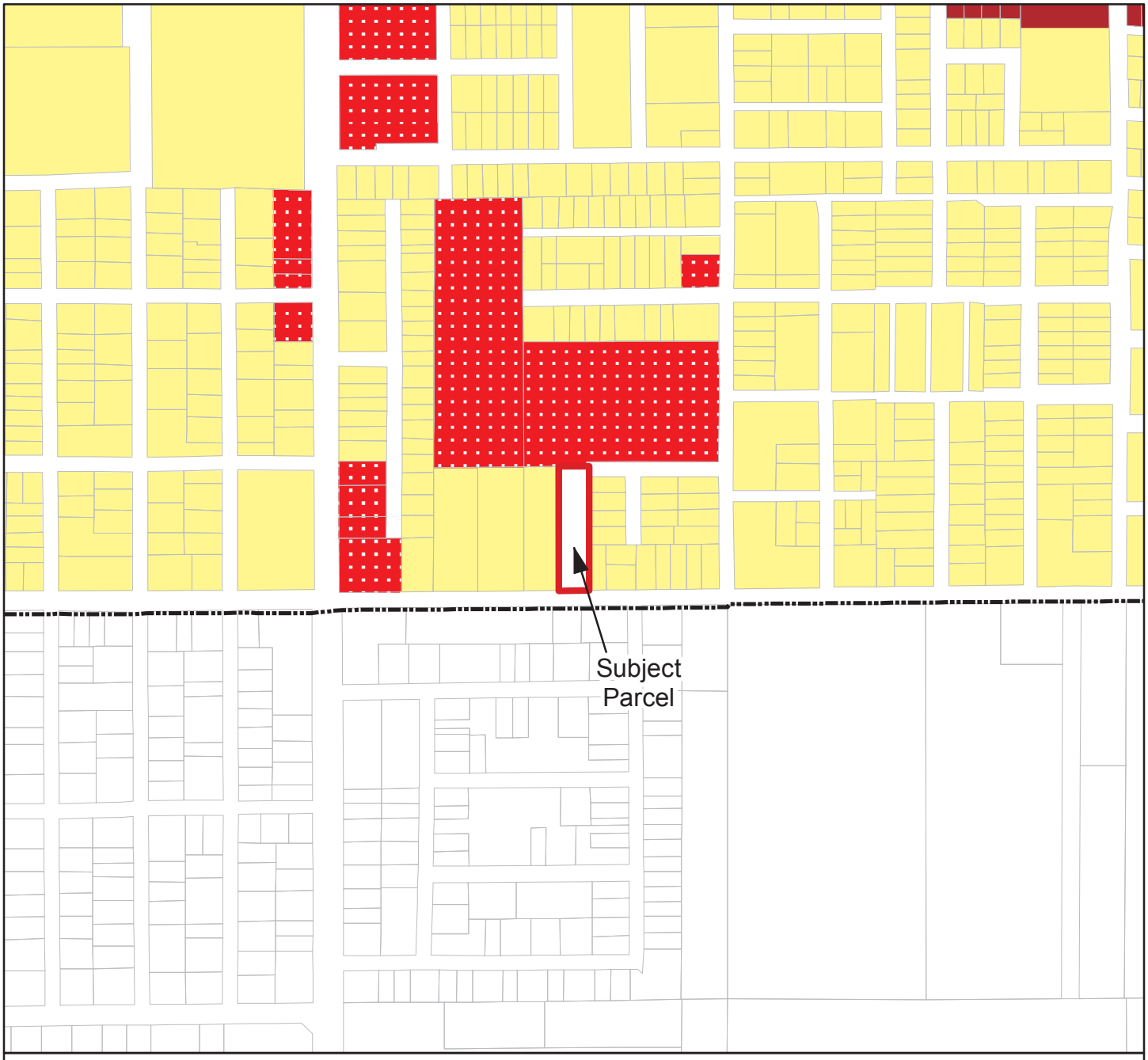
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE N90°00'00"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, FOR A DISTANCE OF 551.00 FEET TO A POINT; THENCE N00°12'15"E, FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE CONTINUE N00°12'15"E, FOR A DISTANCE OF 396.30 FEET; THENCE S89°51'15"E, FOR A DISTANCE OF 100.00 FEET; THENCE S00°12'15"W, FOR A DISTANCE OF 396.04 FEET TO THE SAID NORTH RIGHT OF WAY LINE OF ROSA L. JONES DRIVE; THENCE N90°00'00"W, ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND

(701 HOWARD STREET)

LOT 1, E.C JOHNSON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 5, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Exhibit "A"
Location Map for 820 Rosa L. Jones Dr.
City of Cocoa Zoning Map Amendment
From: RU-1-7 (Single Family Residential)
To: P-S (Professional, Offices and Services)



City Zoning Designation

- RU-1-7: Single Family Residential
- C-N: Neighborhood Commercial
- C-W: Wholesale Commercial
- City Boundary

N
W E
S

N:\CommunityServices\Planning\LandUseUpdates\820RosaLJonesDr\820RosaLJonesDr_Zoning_AGIS103.mxd

Disclaimer: Maps are for reference purposes only and do not replace official documents.

City of Cocoa GIS - May 2016

Legislation Details (With Text)

File #:	16-214	**Version:**	1	**Name:**	CWOD zoning text amendment 1st reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	5/12/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Ordinance No.10-2016/1st Reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 10-2016 Waterfront Overlay Ordinance.pdf WaterfrontOverlay_20160505.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2016
Agenda Date: May 24, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 10-2016, amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. *The need and justification for the change.*

b. *The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.*

Need and justification for change

In May of 2013 City Council adopted the Cocoa Waterfront Overlay District (CWOD). The purpose of the CWOD is to establish design standards to perpetuate the positive design elements and the residential and commercial patterns found within found in the Cocoa Redevelopment Area. The CWOD is made up of nine sub districts.

The Regulating Plan is the principal tool for implementing the standards of the CWOD and identifies, by sub districts, the permitted building types and street setbacks for the CWOD. Building types are allowed in a particular sub district where indicated on the Regulating Plan or allowed throughout the sub district. Building height is not measured by physical height but rather by number of allowable floors.

Staff has identified an inconsistency in the Cocoa Village (CV) sub district of the Regulating Plan. The seven properties east of Florida Avenue, west of Delannoy Avenue, north of King Street, and south of Willard Street, as identified on Exhibit "A," are not permitted to construct a single story commercial building as identified by the "Single Story Commercial Building" building type in the Regulating Plan.

The surrounding properties contain a mixture of single story and multi-story structures. The property directly to the east has an existing single-story bank building. The allowance of single story commercial buildings on the subject properties would be consistent with the surrounding built environment.

Staff has been contacted regarding potential redevelopment in the area of the CV sub district identified above. The potential redevelopment would consist of a single story building which is not permitted in the CV sub district. Single story buildings are permitted in the King/Willard Corridor sub district which is adjacent to the west and partially adjacent to the north of the CV sub district.

Staff is proposing the CWOD Regulating Plan be amended to allow the building type of "Single Story Commercial Building" in the CV sub district as identified on Exhibit "A."

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

- Future Land Use Element Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (I.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

- Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, Florida Statutes: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area, and US 1 Corridor Redevelopment Area.

STRATEGIC PLAN CONNECTION:

Economic development is impacted by this agenda item.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its May 11, 2016 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 10-2016, amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district.

ORDINANCE NO. 10 - 2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CITY CODE TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, COCOA VILLAGE (CV) SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed code amendment set forth hereunder and supports the code amendment set forth hereunder; and

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

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

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

Section 2. **Amendment to Appendix A, Zoning.**

(a) *Replacement of Regulating Plan.* Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A", and fully incorporated herein by this reference.

(b) *Code Text.* Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (<u>underlined</u> type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from this Ordinance of text existing in Appendix A, Zoning. It is intended that the text in Appendix A Zoning, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Appendix A - Zoning

*** * ***

Sec. 22. -Cocoa Waterfront Overlay District.

*** * ***

(I) *Building Types.* Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

*** * ***

Design Districts and Building Types Table

Design District	*Home-Stead (HO)*	*Estate (ES)*	*House (HS)*	*Cottage (CO)*	*Town-House (TH)*	*Apart-Ment Building (AB)*	*Court-Yard Apart-Ment (CA)*	*Com-Mercial/ Mixed Use Small (CS)*	*Com-Mercial/ Mixed Use-me-Dium (CM)*	*Com-Mercial/ Mixed Use-Large (CL)*	*Single Story Com-Mercial (SC)*	*Large Format Com-Mercial (LF)*	***
Cocoa Village (CV)				**RP**	**RP**	**P**	**P**	**P**	**P**		**<u>RP</u>**		***
***	***	***	***	***	***	***	***	***	***	***	***	***	***

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

*** * ***

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

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

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

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

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Regulating Plan

City of Cocoa - Waterfront Overlay District

Cocoa, FL

2013-05-20

60211027

SUB DISTRICT	Homestead HO	Estate ES	House HS	Cottage CO	Townhouse TH	Apartment Building AB	Courtyard Apartment CA	Comm/Mxd Use - Small* CS	Comm/Mxd Use - Med* CM	Comm/Mxd Use - Large* CL	Single-Story Commercial SC	Large Format Commercial LF	Institutional IT	Civic CI
	ALLOWABLE BUILDING TYPE													
Cocoa Village (CV)				☐	☐	■	■	■	■		☐		■	☐
Heart of Cocoa (HC)		■	■	■	■ (2)			(3)					■	
King/Willard Corridor (KW)					☐	☐	☐	■	■		■		■	
Uptown Neighborhood (UN)		■	■	■	■								■	☐
South of the Village (SV)	■	■	■	■	■	☐	☐	☐					■	
South End (SE)				■	■	■	■	■	■		☐		■	
Waterfront (WF)						■	■	■	■	■			■	☐
North of Village (NV)					■	■	■	■	■		☐	☐	■	

☐ Allowed only where indicated on Regulating Plan

■ Allowed throughout Design District

✳ New development within the Comm/MXD Use district may be developed as either commercial or mixed use

(1) Street setback only enforced from King Street. All other street setbacks may be 5' minimum.

(2) Townhomes allowed up to 4 units per building.

(1) Consistent with the Substitute Consent Decree as ordered on January 28, 2009.

Area of Amendment and corresponding building type

Key

---#/#---

CS

Additional building type allowed for this parcel only

Required minimum and maximum street setback (feet)

Break in street setback dimension

Right-of way line (beginning point of street setback measurement)

Internal lot line

Sub District

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Consent Decree Area (CDA)

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Legislation Details (With Text)

File #:	16-190	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	5/7/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve the requested July 6-7, 2016 Road Closure in association with the Cocoa Rotary Foundation Boys and Girls Club Fundraiser. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Multi_Year_Current_Road_Closures CocoaRotoryFoundationBoysGirlsClubBenefit				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 7, 2016
Agenda Date: May 24, 2016
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the requested July 6-7, 2016, street closure in association with the proposed Cocoa Rotary Foundation Boys and Girls Club Fundraiser.

BACKGROUND:

This event is sponsored by the Cocoa Rotary Foundation and will benefit the Boys and Girls Club. The event will consist of a catered dinner under a tent constructed on Oleander Street between Brevard Avenue and the City of Cocoa Municipal Parking Lot and conclude with a benefit concert at the Cocoa Playhouse. This closure will be counted as part of the 24 allowable street closure days in the City of Cocoa's CBD. Bringing the total number of street closure days in the CBD to nineteen (19) for the current year.

Cocoa Rotary Foundation Boys and Girls Club Benefit Fundraiser

Oleander Street: Between Brevard Avenue and the Municipal Parking Lot

STRATEGIC PLAN CONNECTION:

The approval of the road closure will help to enhance the image of Cocoa as an inviting destination for Visitors as well as re-enforce a sense of community and increased event participation for its

citizens.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

This is the first year for the event.

RECOMMENDED MOTION:

Approve the requested July 6-7, 2016, street closure in association with the proposed Cocoa Rotary Foundation Boys and Girls Club Fundraiser.

Date	Event	Expected Attendance	Location	Time	Street Closures	Council Approval
1/29/2011	HCVA Classic Car Show	200	Cocoa Village	2-8pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	1/11/2011
2/25-2/27/11	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3/5-3/6/11	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4/3/2011	FIT for L.I.F.E. - Overland Missions	300	Riverfront Park	5:30-8pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	2/22/2011
4/30/2011	Relay for Life - American Cancer Society	300-500	Riverfront Park	2pm-9am	Harrison from Riveredge to Delannoy	7/13/2010
5/21-5/22/11	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
6/10-6/11/11	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	10am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/11/2011
7/4/2011	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
9/17/2011	HCVA Classic Car Show and Sidewalk Sale	500	Cocoa Village	11am-6pm	Brevard from Harrison to Church, Delannoy From Church to Harrison and Harrison from Delannoy to Brevard.	8/9/2011
10/8/11 moved to 10/22/11	Oktoberfest - Brevard Productions, Inc.	3,500	Cocoa Village	5pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy on Saturday from 3pm-12:30am	4/12/2011
10/15-10/16/11	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10/22/2011	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	9/13/2011
10/28/2011	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	4/12/2011
10/29-10/30/11	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	6am-6pm	Delannoy & Harrison	9/13/2011
10/30/2011	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	8/9/2011
11/27/2011	Space Coast Marathon - Running Zone Foundation	3,500	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	7/26/2011
12/3-12/4/11	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
12/17/2011	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	12/13/2011

=City sponsored function

	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/16/2012	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	12/13/2011
2	2/24-2/26/12	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Ordinance
3	3/3-3/4/12	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
4	3/17/2012	Spring Praise Fest - Riverside Presbyterian	5,000	Riverfront Park	10am-10pm	Porcher House Loop	7/26/2011
5	3/25/2012	Gran Fondo Brevard - Infinity Racing Organization	300	Riverfront Park	7am-7:30am	Delannoy Ave. from Church St. to SR 520 and Harrison from Riveredge to Delannoy Ave.	
6	4/21/2012	HCVA - Car Show and Antiques Walk	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
7	4/22/2012	FIT for L.I.F.E. - Overland Missions	500	Riverfront Park	5:30-7:30pm	Church from Riverfront Park to Riverside Dr. and Riverside Dr. into Rockledge	8/9/2011
8	4/28-29/2012	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/10/2012
9	5/19-5/20/12	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
10	6/8-6/9/12	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	7/26/2011
11	6/16/2012	2012 Juneteenth Festival	500	Valencia & Mango	10am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins	4/10/2012
12	7/4/2012	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	Ordinance
13		Grand Re-opening of the Cocoa Village Playhouse	600	Cocoa Village	2-8pm	Brevard Ave. from Oleander to Harrison	6/12/2012
14	9/22/2012	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/10/2012
15	10/13/2012	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Cocoa Village	3pm-12:30am	Brevard Ave. from Oleander to Orange, Harrison from Brevard to Delannoy	1/10/2012
16	10/20-10/21/12	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
17	10/26/2012	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/10/2012
18	10/28/2012	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/10/2012
19	10/28/2012	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/10/2012
20	11/3/2012	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/10/2012
21	11/25/2012	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/10/2012
22	12/1-12/2/12	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	Ordinance
23	12/15/2012	YMCA - Candy Cane Run	150	YMCA area	8am-10am	Rosentine, Range, Michigan, Clearlake	1/10/2012

=City sponsored function

	Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval
1	1/21/2013	Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	1/8/2013
2	2/9/2013	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	ordinance
3	3/2-3/3/13	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
4	4/20/2013	HCVA - Car Show and Antiques Walk	500	Cocoa Village	12-7pm	Brevard, Delannoy, Harrison	1/8/2013
5	4/27-4/28/13	Relay for Life - American Cancer Society	300-500	Riverfront Park	11pm-5am	Harrison from Riveredge to Delannoy	1/8/2013
6	5/18-5/19/13	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
7	5/18/2013	Seaside Scurry 3k run/walk	150	Cocoa Village	7:30-8:30am	Riverside, Oak, Derby, Rosa L Jones, John Garren, Hughlett, Stone, Brevard Ct., Orange, Church	4/23/2013
8	5/25/2013	Miracle 5k Run	500	Cocoa Village/Riverfront Park	7:30-10am	Delannoy, Derby, Brevard, Oak, Riverside, Harrison	4/9/2013
9	6/7-6/8/13	BBQ & Blues - Historic Cocoa Village Association	5,000	Riverfront Park	7am-8pm	Harrison Street from Riveredge to Delannoy & Delannoy from Harrison to Church	1/8/2013
10	6/15/2013	2012 Juneteenth Festival	500	Valencia & Mango	9:30am-6pm	Valencia Ave & Mango Ave from Stone St. to Barbara Jenkins St., Stone St. from Fiske to Mango, Pineapple from Stone to Barbara Jenkins; Fiske from Dixon to Barbara Jenkins.	1/8/2013
11	7/4/2013	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy	ordinance
12	9/14/2013	Central Florida Music Festival	2,500	Cocoa Village and Riverfront Park	5pm-12am	Brevard from Oleander to Church, Church from Brevard to Delannoy, Delannoy From Church to Harrison, Harrison from Riveredge to Brevard.	
13	9/21/2013	Anniversary for Jesus March/Community Fellowship Church	50	Fiske Blvd.	10am-10:30am	Fiske from Dixon to Provost Park	
14	9/21/2013	HCVA - Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard, Delannoy, Harrison	1/8/2013
15	10/5/2013	Cocoa Village Oktoberfest - Cocoa Village Bar & Restaurant Association	5,000	Riverfront Park	3pm-12:30am	Harrison Street from Riveredge to Delannoy	1/8/2013
16	10/19-10/20/13	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
17	10/25/2013	Junior League's Pumpkins in the Park	1,000	Riverfront Park	5-9pm	Riverside and Church	1/8/2013
18	10/27/2013	Space Coast Free Wheelers ICWC Bike Race	500	Civic Center & Village	7:30-8:30am	Delannoy & Harrison	1/8/2013
	10/27/2013	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Delannoy & Harrison	1/8/2013
19	11/2/2013	FEDS Step up for Down Syndrome	500	Riverfront Park	9am-12pm	Riverside and Church	1/8/2013
20	12/1/2013	Space Coast Marathon - Running Zone Foundation	4,000	Riverfront Park	6am-1pm	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	1/8/2013
21	12/7-12/8/13	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard, Church, Delannoy, Harrison	ordinance
22							

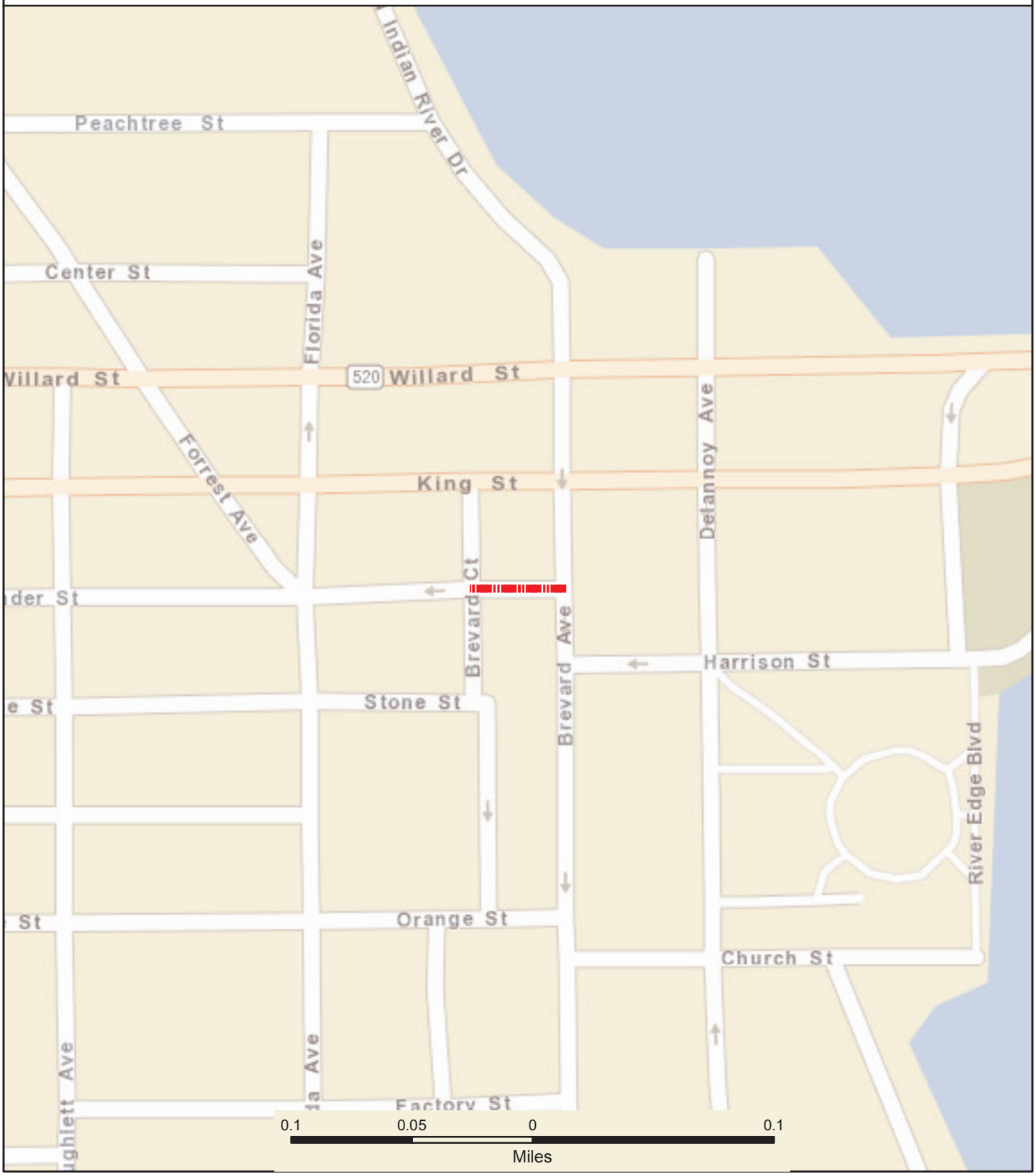
=City sponsored function

Date	Event	Expected Attendance	Location	Road Closure Time	Street Closures	Council Approval	Est. # of days for road closure
1/18/2016	Parade: Martin Luther King Jr. Walk and Celebration	500	Riverfront Park	2-3pm	Provost Park on Varr Ave. to SR 520 going east to Riveredge Blvd. into Riverfront Park	City Manager Approval Per Sec. 2-403 Article XI Special Events and Parades	0.00
2/20/2016	Cocoa Village Mardi Gras	8,000	Cocoa Village	3pm-12am	Brevard from Harrison to Church, Delannoy From Church to Harrison, Church from Brevard to Delannoy and Harrison from Delannoy to Brevard.	Council approval on 10/4/2015	1.00
3/5/2016	St. Marks Episopal Academy Lions on the Run 5K	100	St. Marks Academy	7am-12pm	Riverside Dr., Oak Street, Brevard Ave, John Garren Ln, Factory st. Brevard Ave, Delannoy Ave, Church	Approved 2/23/2016	0.50
3/5-3/6/2016	HCVA Spring Craft Fair	9,000	Cocoa Village	10am-6pm	Brevard Ave from King St to Factory St, Oleander St from Brevard to Municipal Parking, Orange Ave from Brevard Place, Church St from Brevard to Delannoy Ave, Delannooy Ave from Church to Harrison St Harrison St. from Brevard to Park washrooms.	Approved 2/23/2016	2.00
4/1/2016	Village Idiot 5K Village Lost Their Idiot	500	Cocoa Vilalge	6:30pm-10:00pm	Church Street: Between Riverfront Park and Riverside Drive. Riverside Drive: Between Church Street and Oak Street. Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street.Harrison Street: Between Brevard Avenue and Riveredge Boulevard	Approved 2/23/2016	1.00
4/16/2016	HCVA - Car Show	500	Cocoa Village	10am-5pm	HCVA Car Show, Saturday, April 16, 2016 –Requesting from 10:00 am – 5:00 pm. Brevard Ave.: Between SR 520 and Church St. Harrison St.: Between Delannoy Ave. and Brevard Ave. Oleander St.: Between Brevard Ave. to public restrooms.	Approved 2/23/2016	1.00
05/14-05/15 2016	HCVA Summer Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between SR520 and Factory St. Oleander St.: Between Brevard up to the Municipal Parking Harrison: Between Riveredge and Brevard Church St.: Between Brevard and Delannoy Delannoy St.: Between Church and Harrison.	Approved 2/23/2016	2.00

5/22/2016	Cocoa Village Triathlon Multi Race	300	Cocoa, Cocoa Village, Rockledge, Brevard County	7am-9am	Multi Race Bike Course: Harrison Street: Between Riveredge and Brevard Ave. Delannoy Street: Between Harrison and 520 SR 520 crossing at Delannoy and Brevard: Cocoa PD will be positioned on all four corners of 520.The bike segment will commence north on Indian River Drive to Black's Road to the course turn around. Multi Race Run Course: Church Street: Between Brevard and Delannoy and Riverside Dr. The run segment of the race will commence south on Riverside Drive through Rockledge to the turnaround point at Barton Avenue in Rockledge and return on the same route.	Approved 2/23/2016	0.50
6/18/2016	Juneteenth l Arts and Cultural Festival	1,000	City of Cocoa Neighborhood	7am-7pm	Pineapple Avenue: Between SR 520 and Barbara Jenkins, Stone Street: Between Fiske and Mango, Temple Street: Between Pineapple and Mango	This event is not included in the CBD closures	
7/4/2016	July 4th Celebration	12,000	Riverfront Park	6am-11pm	Harrison from Riveredge to Delannoy		**
0//6-7,2016	Cocoa Rotary Foundation Funraiser	650	Cocoa Village	7am 7-6 until 3pm 7-7	Oleander Street between Brevard Ave and the Municipal Parking Lot		2.00
9/17/2016	HCVA Car Show and Sidewalk Sale	500	Cocoa Village	10am-5pm	Brevard Ave., Church St., Harrsion St., Oleander St.	Approved 2/23/2016	1.00
10/15-10/16/2016	HCVA Fall Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.	Approved 2/23/2016	2.00
10/28/2016	CMS Run for Your Lives Zombie Fun Run	500	Cocoa Village	Harrison Street between Delannoy and Riveredge 3:00pm-10:00pm. Course closure 6:30-8:30	Church Street: Between Riverfront Park and Riverside Drive Riverside Drive: Between Church Street and Oak Street Oak Street: Between Riverside Drive and Brevard Avenue Brevard Avenue: Between Oak Street and Harrison Street Harrison Street: Between Brevard Avenue and Riveredge Boulevard	Approved 2/23/2016	1.00
10/30/2016	City of Cocoa's Halloween in the Village	5,000	Cocoa Village and Riverfront Park	4pm-9pm	Harrison Street: Riveredge to Brevard Ave., Brevard Ave to Church Street, Church Street to Delannoy Street, Delannoy to Harrison		**
11/5/2016	FEDS Step up for Down Syndrome	500	Riverfront Park	7am-10am	Riverside and Church	Approved 2/23/2016	0.50
11/27/2016	Space Coast Marathon - Running Zone Foundation	5,000	Riverfront Park	6am-11am	Brevard, Orange, Florida, SR 520, Indian River Dr., Church, Riverside	Approved 2/23/2016	0.50

12/3-12/4/2016	HCVA Holiday Craft Fair	9,000	Cocoa Village	10am-5pm	Brevard Ave: Between King and Orange Ave, Oleander St.: Between Brevard up to the Municipal Parking Delannoy Ave: Between Church and Harrison Harrison St.: Between Delannoy Ave and Brevard Ave.	Approved 2/23/2016	2.00
12/10/2016	Cocoa/Rockledge Holiday Parade and Tree Lighting	500	Rockledge/Cocoa Village	4pm-9pm	Florida Ave., Brevard Ave., Maryland St., Delannoy Ave., Harrsion St., Riveredge Blvd		**
	****City sponsored function**					Total	17.00

City of Cocoa Proposed 2016 Street Closure Map
Cocoa Rotary Foundation
Boys and Girls Club Benefit
July 6, 2016 7:00am
through July 7, 2016 3:00pm



Disclaimer: GIS maps are for reference only and do not replace official documents.

City of Cocoa GIS - May 2016

Legislation Details (With Text)

File #:	16-201	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve the Reappointment of Mr. Mathew Ford as a Regular member of the Board of Adjustment through May, 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ford Reappointment application.pdf BOA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Reappointment of Mr. Mathew Ford as a Regular member of the Board of Adjustment through May, 2019.

BACKGROUND:

Mr. Mathew Ford has served on the Board of Adjustment since 2000. He was first appointed in May, 2000 as the Second Alternate board member to the board; and then in January, 2001, he was appointed as the First Alternate board member. In March, 2001, he was appointed as a Regular member to the board in order to fulfill the term vacated by a member. He has served as a Regular member to the Board since this time.

Mr. Ford's current term expires in May, 2016, and he has expressed interest in serving another three year term. If his reappointment is approved, he would serve through May, 2019. He meets all qualifications in order to serve on a city board.

A current Board of Adjustment roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Mr. Ford was reappointed as a Regular member to the Board of Adjustment at a regular meeting held on April 23, 2013.

RECOMMENDED MOTION:

Approve the Reappointment of Mr. Mathew Ford as a Regular member of the Board of Adjustment through May, 2019.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Mathew Ford Application Date: 5-2-16

Street Address, Including Zip Code: 709 Hughlett AVE

Telephones: Home: 321 636-2977 Work: _____ Pager: _____ Cell: 321-266-9533

Place of Business: RETIRED

Title/Position Held: OWNER

Date of Birth[1] 2/14/29 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
	Code Enforcement/Drug Related Public Nuisance Board		Planning & Zoning Board
	Economic Development Executive Committee		Redevelopment Agency (Cocoa)
	Enterprise Zone Development Agency		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	____
Do you own property or a business in Cocoa?	Yes	✓	No	____
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	← ERROR
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes	____	No	✓
If yes, have your civil rights been restored?	Yes	____	No	____
Do you consent to a standard criminal background check?	Yes	✓	No	____

RECEIVED
MAY 04 2016
OFFICE OF THE CITY CLERK

[1] This information is necessary in order to conduct background checks.

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.

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

Signature: Mathew Ford Date: 5-2-16

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

In response to inquiry by the Office of the City Clerk, I, Matthew Ford

✓ seek reappointment

_____ do not seek reappointment

as a member of the Board of Adjustment for a three-year term.

Sincerely,

Matthew Ford

Matthew Ford

Additional Comments: _____

_____

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

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MAY 04 2016
OFFICE OF THE CITY CLERK

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Vice Chairman	1106 Kirkland Drive, Cocoa FL 32922-6728 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2018
Matthew Ford	709 Hughlett Ave. Cocoa, FL 32922-7669	636-2977 hm 266-9533 pgr	4/13 Reappointed 9/11 appointed (fulfilling his own term-was removed due to absenses, then reapplied)	2016
Jane Jollay	1515 N. Indian River Drive Cocoa, FL 32922 janejollay@yahoo.com	848-5174 cell	01/15 appointed (fulfilling term of Seminazzi)	2016
Herbert Dyal (Rip)-Chairman	3807 Parapet Dr. Cocoa, FL 32926-6428	639-9547 hm 269-5800 wk 684-3222 cell	3/24/15 reappointed 5/8/12 reappointed 4/14/09 Reappointed 12/08 Appointed to fill unexpired term	2018
Nancy N. Elliot	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	5/14 appt.	2017
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2017
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2018
Vacancy 2nd Alternate				
Vacancy- 1st Alternate				
LIAISON	Councilman Furbish		Updated 11/14	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	16-202	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve the Reappointment of Mr. Jim Gifford as a regular member of the Code Enforcement Board through June, 2019. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Gifford Reappointment application.pdf Code Enforcement Board roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the Reappointment of Mr. Jim Gifford as a regular member of the Code Enforcement Board through June, 2019

BACKGROUND:

Mr. Jim Gifford has served as a member of the Code Enforcement Board since 1995, and currently serves as the Chairman for the board.

Mr. Gifford's current term expires in June, 2016 and he has expressed interest to serve on the Code Enforcement Board for another three year term. If he is reappointed, his term would be through June, 2019. He meets all qualifications in order to serve on a city board.

A current Code Enforcement Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Mr. Gifford was reappointed as a Regular member to the Code Enforcement Board by City Council on June 11, 2013.

RECOMMENDED MOTION:

Approve the Reappointment of Mr. Jim Gifford as a regular member of the Code Enforcement Board through June, 2019.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Jim GIFFORD Application Date: 5/2/2016

Street Address, Including Zip Code: 2807 TULANE DR

Telephones: Home: — Work: — Pager: — Cell: 321-427-9645

Place of Business: NA

Title/Position Held: NA

Date of Birth[1] Aug 11, 1945 Email Address: jgifford@cfl.rr.com

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

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	
Do you own property or a business in Cocoa?	Yes	X	No	
Are you registered to vote in Brevard County, Florida?	Yes	X	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		No	X
If yes, have your civil rights been restored?	~~Yes~~		~~No~~	NA
Do you consent to a standard criminal background check?	Yes	X	No	

RECEIVED
MAY 05 2016
OFFICE OF THE CITY CLERK

[1] This information is necessary in order to conduct background checks.

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

CHAIRMAN OF COCOA CODE ENFORCEMENT BOARD

STATE REPORTING REQUIREMENTS

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

RACE

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

GENDER

X	Male
____	Female

DISABILITY

____	Physically Disabled

Signature: John G. Hilliard Date: 5/2/2016

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

In response to inquiry by the Office of the City Clerk, I, Jim Gifford

X seek reappointment

_____ do not seek reappointment

as a member of the Code Enforcement Board for a three-year term.

Sincerely,

Jim Gifford

Jim Gifford

Additional Comments: _____

_____

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

RECEIVED
MAY 05 2016
OFFICE OF THE CITY CLERK

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756	427-9645 cell	6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2016
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034	632-9241	07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2018
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2017
Michael A. Cicerrella	2815 Tulane Drive, 32926-5756	631-0042	05/15 Reappointed 04/12 Reappointed 05/09 Reappointed 05/06 Reappointed 11/04 To Fill an Unexpired Term	2018
Michael Klug	2106 Ivy Drive Cocoa, FL 32922	433-8105 hm	06/15 Reappointed 03/15 Appointed (fill Z. Lewis seat)	2018
William Terrell	90 Delannoy Avenue Cocoa, FL 32922 Bill-terrell@msn.com	795-2567 hm	10/15 Appointed (replaced F. Scott who did not seek reappt in June 2015)	2018
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave_Jr@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	05/15 Reappointed 03/15 appointed (filled C. Young seat)	2018
VACANCY- 1st Alternate				
VACANCY - 2nd alternate				
LIAISON	Councilwoman Warner		Updated 11/12	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	16-203	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve the reappointment of Mr. Thomas Yardley as a regular member of the US 1 RDA through June, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Yardley Reappointment application.pdf US 1 RDA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Approve the reappointment of Mr. Thomas Yardley as a regular member of the US 1 RDA through June, 2020.

BACKGROUND:

Mr. Thomas Yardley was originally appointed to the US 1 RDA in April, 1998 and has served on the board in a regular member capacity since.

Mr. Yardley's current term expires in June, 2016, and he has expressed interest to serve another four -year term. If he is reappointed, his term would be through June, 2020. He meets all qualifications to serve on a city board.

A current US 1 RDA member roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Mr. Yardley was reappointed as a regular member to the US 1 RDA by City Council on May 8, 2012 at a regular meeting.

RECOMMENDED MOTION:

Approve the reappointment of Mr. Thomas Yardley as a regular member of the US 1 RDA through June, 2020.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: Thomas H. Yardley Application Date: 3 May 16

Street Address, Including Zip Code: 1970 Michigan Ave, Bldg D, Cocoa Fla

Telephones: Home: 631-2610 Work: 633-0460 Pager: _____ Cell: _____

Place of Business: 1970 Michigan Ave, Bldg D Cocoa Fla.

Title/Position Held: Owner

Date of Birth[1] 14 April 1957 Email Address: TomYardley@gmail.com

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

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes ____	No X
Do you own property or a business in Cocoa?	Yes X	No ____
Are you registered to vote in Brevard County, Florida?	Yes X	No ____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes ____	No X
If yes, have your civil rights been restored?	Yes ____	No ____
Do you consent to a standard criminal background check?	Yes X	No ____

RECEIVED
MAY 05 2016
OFFICE OF THE CITY CLERK

[1] This information is necessary in order to conduct background checks.

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

I would like to continue helping Cocoa improve. I am fiscally conservative - tight with a dollar - and think I have saved us money.

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
X	Caucasian

GENDER

X	Male
____	Female

DISABILITY

____	Physically Disabled

Signature: J H Yardley Date: 3 May 16

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

In response to inquiry by the Office of the City Clerk, I, Thomas Yardley

X seek reappointment

_____ do not seek reappointment

as a member of the US 1 Corridor Redevelopment Agency for a four-year term.

Sincerely,

T H Yardley

Thomas Yardley

Additional Comments: _____

_____

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

RECEIVED
MAY 05 2016
OFFICE OF THE CITY CLERK

U.S. 1 Corridor Redevelopment Agency	**Meets Fourth Monday Every Month @ 6:15pm**		**Expirations in June**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804	6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2018
James McCarthy (replaced Brenda Warner)	2603 Dade Court Cocoa FL 32922-7016 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	06/11/13 Reappointed 12/11/12 appointed	2017
Laura J. Houston	109 N. Fiske Blvd. Cocoa, FL 32922-7211	208-1116 hm	07/15 appointed	2019
Annette Miele	3801 Arrowsmith Dr. Cocoa, FL 32926-6416	633-1000x639 (W) 795-4983 cell	05/14 Reappointed 04/10 Reappointed 04/09 appointed (to fill unexpired term of Kaz)	2018
Lawrence Koss (replaced N. Elliott)	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	10/14 appointed	2018
Ms. Jeri Blanco *(Vice Chairwoman, elected 4/2013)*	2106 Ivy Drive, Cocoa, FL 32922-5440	433-8105 (hm) 514-3531(wk) 514-3531(cell)	06/14 Reappointed 05/10 Reappointed 03/07 appointed	2018
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723	868-7959 633-0400	5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2016
LIAISON	Councilwoman Warner		Updated 11/14	
Counsel: Joe Colombo				
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Title:	To approve the work plan portion of the Strategic Plan and adopt the City of Cocoa 5 year Strategic Plan. (City Manager)				
Sponsors:					
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Attachments:	STRATEGIC PLAN- Work Plan.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2016
Agenda Date: May 24, 2016
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. AICP, City Manager
Requested Action:
To approve the work plan portion of the Strategic Plan and adopt the City of Cocoa 5 year Strategic Plan.

BACKGROUND:

In April 2014, the City set out on a process to create a plan that would provide a guiding framework for City staff, City Council and citizens. Following numerous internal meetings, on May 3, 2014, a City Council workshop was held to solicit input and discuss the strategic issues the City was currently facing and would face over the next 5 years. At the workshop, City Council adopted the organizational mission, values and the strategic issues facing the organization and community.

Subsequent to the workshop, following a suspension of planning activities due to the budget process, City Council appointed various community stakeholders consisting of residents, business owners, non-profit organizations, students, faith-based community, property owners, educators and employees to serve on certain committees focused to develop a plan to manage each identified strategic issue. Additionally, where appropriate, staff served on the appointed committees as well as those committees that were internal by nature of the strategic issue. The committees met throughout Fiscal Year 2015, and then staff synthesized and compiled the results and refined the work product. City Council was provided the work plan, essentially the Goals, Objectives and Strategies/Action Items for each of the strategic issues. Following individual meetings and discussions with City Council, staff formally presented the work plan for the strategic issues the City will focus its energy and resources over the next five (5) years.

Additionally, following approval of the work plan, the formerly adopted portions will be combined with the implementation plan and the Strategic Plan will be finalized. As City Council is aware, the strategic planning is not a static process, thus City Council/Staff have already begun implementing numerous action items.

Upon finalization of the Strategic Plan, City staff will establish an implementation matrix for responsible parties to document and account for each action item of responsibility. The implementation matrix will serve as a "report card" for community progress in achieving the goals set in the work plan. With the development and implementation of the strategic plan, the City of Cocoa reaffirms its commitment to work together to build a brighter future.

STRATEGIC PLAN CONNECTION:

The work plan is the document City staff and the community will use to achieve the goals and vision of the community.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

May 3rd, 2014- City Council Mission, Vision, Strategic Issue Adoption

RECOMMENDED MOTION:

To approve the work plan portion of the strategic plan and adopt the City of Cocoa five year strategic plan.

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STRATEGIC PLAN

WORKING TOGETHER TO BUILD A BRIGHTER FUTURE

2016-2021

MISSION/VALUES





MISSION STATEMENT

Our organizational mission is a statement of purpose, in which the City expresses to our external stakeholders why we exist. Internally, the mission serves to motivate and reinforce the employees' role. The organizational values are the manner in which we conduct ourselves in fulfillment of our mission. They define to the public how we manage its affairs and uphold public trust.

"To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!"

Serving our community with P.R.I.D.E.

Core Values

Integrity
Conducting ourselves in a moral, ethical, and honest manner.

Accountability
Citizens, Staff and City Council taking ownership and responsibility to promote public trust.

Leadership
Encouraging community participation, inclusivity, and awareness by exhibiting actions that serve as persuasive examples for others to follow.

Professionalism
Serving the community competently and efficiently with character and a positive attitude.

Excellence

Providing responsive and exceptional customer service.

Respect

Treating the public and one another with dignity, consideration and compassion.

STRATEGIC ISSUES





STRATEGIC ISSUE IDENTIFICATION

Up to this point city staff has been working through a strategic planning process to identify the strategic issues they believe have the greatest impact on the community presently and those still unfolding. The intent was to identify the key items that satisfy our stakeholders and create public value. These issues are presented to the citizens and City Council to provide the framework for discussion and ultimate adoption of a strategic issue agenda.

STAFF IDENTIFIED STRATEGIC ISSUES (RANK ORDER)

Crime- How will the City continue to reduce crimes against persons and property to provide an environment where every citizen, business, and visitor feels safe?

Image- How will the City improve its image, physically and emotionally?

Economic Development- How will the City increase its economic position within the Space Coast region to be more competitive in retaining and attracting private capital investment, businesses and jobs?

Employees- How will the City work to retain a qualified workforce and in addition prepare itself for the retirement of long-tenured employees, especially in organizationally critical positions?

Fiscal Sustainability- How will the City develop a financially sustainable revenue base and control expenses to support and deliver high quality municipal services?

Community Development- How will the City raise the quality of life for all its residents, especially those most vulnerable and disadvantaged?

Public Safety-How will the City ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services?

Civic Engagement- How will the City foster citizen engagement, especially for those underserved and disadvantaged?





Crime Awareness and Prevention Committee

Crime was identified as the most pressing single issue impacting the quality of life for Cocoa citizens. The City of Cocoa has historically maintained a higher crime rate than surrounding communities due in large part to a variety of contributing social factors. Through the years the community has struggled to overcome both the perception and reality of crime in Cocoa. The Cocoa Police Department has evolved to meet the needs of the community through adapting law enforcement strategies, community outreach efforts and youth mentoring. In recent years the city has seen a declining crime rate due in part to improving economic conditions as well as law enforcement strategies. As of the 2014 Uniform Crime Reports, Cocoa is at a historically low crime rate dating back to the initial recordings of UCR statistics.

In September of 2014 the Mayor hosted the first annual Mayor's Crime Awareness and Prevention Summit to bring the community together to discuss the contributing factors of crime in Cocoa. After outlining the various contributing factors of crime in the community a panel of local leaders provided opening remarks followed by a question and answer session with attending community members. Key issues raised by the community ranged from employment, education, community engagement, youth mentoring and police training.

In order to address the contributing factors of crime in Cocoa and address issues identified by the community at the crime summit, a crime awareness and prevention committee was assembled to develop short and long term strategies. The committee comprised of members from various backgrounds to include; faith based, community advocates, academic, legal, law enforcement and local business owners. Implementing the City of Cocoa's five year strategic plan will improve the real and perceived safety of residents and visitors to Cocoa.

GOAL 1: Reduce crime within the City of Cocoa by 50% based on UCR reporting by the year 2020.

- OBJECTIVE 1.1: Deploy police personnel and resources in a manner to more effectively prevent and respond to crime in Cocoa.
    a. Create and monitor monthly an offender top 12 list.

b. Create and monitor monthly a repeat victim list.
c. Monitor the top crime locations based on calls for service and develop an action plan for each location.
d. Monitor the top crime types and develop an action plan for each type.
e. Monitor Florida Department of Law Enforcement habitual criminal and sex offender registration to ensure compliance with state law and increase awareness within the community.

Crime Awareness and Prevention Committee





f. Coordinate with code enforcement to gain compliance of chronically nuisance properties.
g. Utilize predictive policing software to ensure personnel are in the best position to prevent crime.
h. Provide increased presence in crime "hot spots" to reduce criminal activity.
i. Improve internal communication sharing between all shifts and department personnel through the use of technology.

- OBJECTIVE 1.2: Enhance the community participation in crime reduction efforts.

a. Create a Community Relations Council that provides a monthly forum for addressing crime in Cocoa by engaging law enforcement and other community stakeholders to assess and evaluate the cause of crime.
b. Develop a network within neighborhoods to enhance communication between members of the police department and community.
c. Collaborate with local neighborhood based non-profits to assist in expanding Cocoa PAL and Boys and Girls Club priorities.
d. Establish a monthly "faith based alliance" meeting with all Cocoa area faith based organizations to facilitate the coordination of efforts and information sharing.
e. Report information about relationship of offenders to the victims in all violent crime press releases.

GOAL 2: To address long term social issues contributing to crime within the City of Cocoa through community policing.

- OBJECTIVE 2.1: Ensure Cocoa citizens retuning to the community from incarceration are provided support information on community resource partners.

a. Develop and annually update a database of available local organizations and resources available to assist those re-entering the community from incarceration.
b. Work with the faith based organizations to provide the basic needs for offenders re-entering and re-transitioning back into the community.

- OBJECTIVE 2.2: Provide support to the local educational system in Cocoa (Increase the educational attainment of Cocoa citizens).
    a. Develop and re-institute a mentoring program between city employees and targeted local schools.
    b. Meet quarterly (feeder chain meeting) with Cocoa area principals to relay important law enforcement information.

Crime Awareness and Prevention Committee





c. Work with the community, parents and local schools to reduce school truancy.

- OBJECTIVE 2.3: Encourage the youth of the community to use police officers as a resource rather than an adversary.
    a. Expand the Cocoa Police Athletic League after school program to accommodate students from all areas of the city.
    b. Expand the number served by the Cocoa Police Athletic League summer youth employment program by partnering with local businesses to offer a greater variety of vocations.
    c. Expand the number of participants in the youth director's council program.
    d. Expand recreation programs through the Police Athletic League for both male and female youth.
    e. Partner with the Boys and Girls Club to expand their programs.

Physical Image





In times of intensifying competition between cities to capture new residents, private investment, tourism, and enhanced living standards; a city's image continues to be a deciding factor in choice. Currently the perception of a city's image is driven by both physical and emotional factors identified in a 2011 branding study completed by the City of Cocoa. The study indicated the City of Cocoa was perceived in a negative way and regularly associated with crime, poverty, disinvestment, underdevelopment and large areas of unattractiveness. The City of Cocoa must be successful in establishing and evoking favorable images of the community and a positive association with those visiting to have a much greater chance of capturing valuable partners in the future.

In the spring of 2015, the City of Cocoa reached out to a committee of community stakeholders to develop actions the City could take to improve its physical image within the corporate limits of the City. The committee identified the various perceived issues and challenges related to publicly owned facilities, privately maintained property, river frontage, sign maintenance and right of way landscaping. Completion of the actions recommended by the committee will place the City on a long term path to increasing residents and visitors positive association of Cocoa.

Goal 1: Create a sense of "Place", a Destination –Cocoa needs to be a unique place to visit, not just to pass through, by improving the city's Physical Image.

- Objective 1.1: Improve the city's Image through aesthetic improvement of its Physical Infrastructure including streets, public buildings, public areas and parks
    a. Expand Beautification efforts along the highest traffic count roadways in the city.
    b. Assess location and feasibility of providing reclaimed water service along the highest traffic count roadways in the city.
    c. Seek a cooperative agreement of plantings between the various agencies overseeing the selected roadways.
    d. Perform a facility analysis of each City owned structure and make improvements as necessary to the exterior, landscaping and lighting.
    e. Improve the signage, fencing, lighting and landscape at all lift stations within the City.
    f. Improve the landscaping and lighting at the elevated tank.
    g. Remove the old booster station on State Road 520 and repurpose the land.
    h. The City will work to institute an adopt a median program.
    i. Work with local organizations to expand right of way maintenance.

Physical Image





- Objective 1.2: Improve Cocoa's Image through improved lighting and electrical utility improvements along roads.
    a. Identify the extra old poles and crooked poles and have them addressed by Florida Power and Light.
    b. Create an assessment program for the funding of neighborhood improvements such as decorative streetlights.
    c. Ensure that all electrical utility lines are underground where feasible.
    d. Ensure streetlights are located at least every 300 feet or closer throughout the City.

- Objective 1.3: Create Safe Walkable Streets with access to different modes of transportation
    a. Install uniform bus stops with branding and shelters at all SCAT stops.
    b. Install curb and sidewalk on every street.
    c. Work with the County to improve the physical appearance of the Varr Avenue SCAT Bus waiting/transfer area.
    d. Utilizing the City Arborist, ensure the appropriate street trees are being planted in the proper place in accordance with "right tree right place" arborist guidelines.

- Objective 1.4: Improve the city's physical image through improvement of the appearance of privately-owned properties within Cocoa through improved maintenance, code enhancements and incentives.
    a. Require all dumpsters within the City to be moved from the streets and have enclosures.
    b. Require the site plan permitted landscapes to be maintained through code enforcement
    c. Require owners to maintain parking lots, fences and signs

- Objective 1.5: Improve the City's Image through removal of unsightly graffiti and waste accumulation.
    a. Renegotiate the solid waste contract to ensure all green waste and bulk waste piles are collected within one week.
    b. Create a City procedure to address graffiti as soon as reported.
    c. Institute an "If you see it, REPORT it" program
    d. Place Public art on traffic boxes to discourage graffiti

Goal 2: Build on the success of the Cocoa Village image to expand and improve the physical image of the overall city.

Physical Image





- Objective 2.1: Expand the City's Branding Efforts beyond existing city buildings and downtown areas.
    a. Ensure established city branding efforts are reviewed for application in all city infrastructure projects
    b. Construct uniform bus stops containing city branding

- Objective 2.2: Create additional Recreational Opportunities within the city outside of the Downtown Area.
    a. Enhance the river frontage by developing the existing 10 city-owned ROW areas on Indian River Drive into small pocket parks.
    b. Create/Improve Off-road trails near Walmart and Cocoa Conservation.
    c. Expand the trail network around Bracco Pond and explore the opportunity to establish a dog park.

Emotional Image





As previously detailed, the city of Cocoa, located along Florida's Space Coast, adjacent to the Indian River, was founded in the late 1800's and is known for its historic downtown, central location along the east coast of Florida and accessibility to local attractions such as Port Canaveral and Kennedy Space Center. The city is located about 45 minutes from the Orlando area attractions and is one of the largest water utility providers in the region. Although the city is well known for these great features, it has also been noticed for issues such as crime and poverty which have hurt the overall image of the city. These issues have received media attention that negatively resonates with citizens and visitors alike. The city must work to promote and disseminate the positive attributes including Historic Cocoa Village, new economic development, museums, Eastern Florida State College, river frontage and surrounding area amenities. The city must work towards establishing a brand and creating a community identity that will make the City of Cocoa stand out in the region for its positive attributes.

In the spring of 2015, the City of Cocoa put together a committee of local business associations, local media representatives, and association partners joined by City staff to identify strategic emotional image related issues and challenges as well as strengths that should be focused on. The committee assisted in the development of short-term and long-term action items to manage the identified strategic issues to improve Cocoa's positive image in the community. Among the specific challenges related to image, the committee focused on the accurate dissemination of crime related data, increasing the accuracy of print and news media, increasing the positive perception of Cocoa schools, re-branding the city in a positive fashion, creating and enhancing communication tools, developing a marketing strategy for the city, marketing Economic Development, marketing of special events, event facilities and recreation, and promotion of the historic downtown as a tourist destination.

Implementing the City of Cocoa's five year Strategic Plan, including successfully increasing the positive image of the city, will increase the City's ability to attract residents, visitors and tourists alike to live, work, visit and play in the City of Cocoa.

Goal 1: Manage the perceptions of the City of Cocoa.

- Objective 1.1: Ensure accurate dissemination of crime related data and information for Cocoa.
    a. Establish quarterly coffee with the Mayor or Police Chief informational sessions.
    b. Ensure quarterly the city is featured through positive earned media.





c. Verify and correct when appropriate all reported crime locations by the media.
d. Host annually the Mayor's Crime Awareness and Prevention Summit.
e. Work with the media to highlight chronic crime or disorder problems within the City of Cocoa to increase public awareness and responsiveness.

- Objective 1.2: Increase the timeliness and accuracy of print and news media.
  a. Attend annual media summit and other media events to maintain or establish personal relationships with media.
  b. Maintain an updated media database with contact information.
  c. Establish a standard press release format for the City which can include photos and videos.
  d. Establish a timeline for releasing press items for each special event.
  e. Ensure that all press releases are posted on the City's website and linked to the city's social media pages.
  f. Host an annual media roundtable event to discuss current events, issues and topics which will include a familiarization tour of the city.
  g. Meet annually with key editorial boards to promote and discuss current events and topics.

- Objective 1.3: Increase the positive perception of Cocoa Schools.
  a. Establish a partnership program between each Cocoa school and Cocoa business.
  b. Assign a staff liaison for each school to attend meetings.
  c. Partner with the school district to promote Cocoa school academic and athletic achievements.

- Objective 1.4: Re-brand Cocoa in a positive fashion.
  a. Ensure a city banner is hung at all city sponsored events.
  b. Ensure the city logo is on all advantageous City sites (Riverfront Park, Taylor Park, Pumping Stations, etc.)
  c. Ensure all letterheads include the logo.
  d. Ensure all e-mail signatures include the logo.
  e. Ensure all vehicles, equipment, marketing and promotional items use the city colors and include a city logo.





- Objective 1.5: Create and enhance communication tools with the community and visitors.
    a. Create an annual city report to be distributed at the annual economic development breakfast.
    b. Create a quarterly citizen spotlight that can be features at City Council meetings, in FYI newsletter and on website and social media.
    c. Increase social media reach by enhancing posts with more pictures and videos.
    d. Host an annual informational training workshop for internal staff contributing to social media and website to make sure staff maintains department landing pages and social media pages.
    e. Create an Instagram account to capture a broader demographic base.
    f. Add a social media feed to our homepage of our website during the 2016 re-design.
    g. Re-design website in a more user friendly format. (2016)

Goal 2: Ensure city resources are coordinated to best promote the city.

- Objective 2.1: Develop a marketing strategy for the city.
    a. Identify the relevant marketing outlets for attractions within Cocoa to include those outside Cocoa Village such as the Planetarium, Solar Energy Center, Brevard Natural History Museum and Cocoa Conservation.
    b. Feature the recreational aspects of the city. (Waterfront)
    c. Feature tourism aspects (deals, attractions, and events) for cruise passengers.

- Objective 2.2: Collaborate and Coordinate with the City's Office of Economic Development and its promotion and marketing efforts.
    a. Market to niche businesses that fit into the Village.
    b. Identify alternative means to market to site selectors and implement the strategies.
    c. Identify cooperative marketing opportunities with the Economic Development Commission of the Space Coast, Cocoa Beach Regional Chamber of Commerce and the Brevard County Tourism Development Council.

Emotional Image





- Objective 2.3: Expand the marketing of special events, facilities and recreation.
    a. Promote Cocoa as the premier destination for recreational and athletic events.
    b. Ensure there is staff representation at all special events
    c. Promote the ease of special event processing (similar to SNAP permitting)
    d. Market facilities for daytime business rentals.
    e. Promote facility usage for recreational events.

- Objective 2.4: Promote Historic Cocoa Village as a historic downtown destination.
    a. Work to clearly establish all entry points into Historic Cocoa Village.
    b. Work with local associations on the creation of a historic walking tour/mobile app to highlight the historic features in the Village.
    c. Work with the local merchants to capitalize on the pedestrian activity related to the Historic Cocoa Village Playhouse.
    d. Work with local merchant associations to promote Historic Cocoa Village as an excursion option for cruise passengers by promotion through the on-board daily itinerary and on-board shopping channel.
    e. Work with the Brevard County Office of Tourism to leverage resources through increased buying power for billboards and electronic presence.

Community Development
(Redevelopment of the City's Core)





On multiple occasions throughout Cocoa's history it has seen both growth and decline. This has been in large part due to the transition of the local economy drivers from citrus, space, tourism and now the challenge to diversify for a more stable future. Cocoa has many assets that can be catalysts for revitalization, including a historic downtown, stable and historic neighborhoods, multimodal transportation, higher education institutions and rich artistic and cultural resources. In order to achieve revitalization, a multifaceted approach that encompasses improvements to the physical environment, economic base and social and economic conditions of the residents must take place. Through the development of intentional strategies the City's potential assets can be unlocked and bring about sustainable community redevelopment.

City of Cocoa staff members working with City Council appointed community stakeholders formed a committee to create the strategies needed to overcome the identified detractors of quality of life. The biggest challenge identified by the committee was attracting private investment to the long term underserved and disadvantaged areas of the City. Currently a dysfunctional market exist where new construction appraises for less than the actual construction costs, combined with the identified community conditions has resulted in the inability to attract development interest and continued disinvestment and decline within the City's core. Due to the overwhelming task of addressing all identified issues at once, a more incremental neighborhood approach was recommended.

Through the implementation of neighborhood improvement plans in the most distressed areas of the community, the overall vision of the City can be realized. Disinvestment and decline has occurred over a long and sustained period and will only be reversed through sustained efforts by the City and community partners.

Goal 1: Implement a Neighborhood Improvement Plan on a neighborhood by neighborhood basis throughout the City of Cocoa, especially those neighborhoods not being served by a community redevelopment area.

- Objective 1.1: Undertake neighborhood assessment to determine strengths and challenges.
    a. Target area description (i.e., Fiske Blvd corridor, College Green, Cocoa North, etc.)
    b. Foster increased community participation to enable residents to assist with identifying issues and working collaboratively with stakeholders and community partners.





c. Social and demographic characteristics
d. Existing land use and housing characteristics
e. Identify recent code enforcement and police activity
f. Inventory of community facilities, park and recreation facilities and deficiencies
g. Infrastructure assessment
    i. Street conditions
    ii. Street lighting
    iii. Condition and gaps in sidewalks, pedestrian connectivity

- Objective 1.2: Identify strategies and resources needed to address issues and deficiencies identified in Objective 1.1.
    a. Concentrate resources in the identified neighborhoods, better match available services with community needs.
    b. Identify infrastructure needs and incorporate them based on the analysis completed.
    c. Identify housing restoration initiatives
        i. Homeownership assistance
        ii. Housing rehabilitation assistance
        iii. Code Enforcement sweep
        iv. Demolition of unsafe vacant structures
    d. Identify Nuisance Abatement Board and look at ways to empower and make more effective.
    e. Identify additional opportunities for community and recreational facilities
    f. Identify and Leverage resources from a variety of sources to invest in the identified neighborhood.
    g. Identify properties that qualify for the code compliance amnesty program.

Goal 2: Research the following programs and incentive opportunities and assess viability in targeted neighborhoods.

- Objective 2.1: Improve residential development and rehabilitation.
    a. Evaluate and develop incentives for new and existing residential development in targeted neighborhoods.

b. Research and develop a program to increase the number of quality senior and veteran housing.

Community Development
(Redevelopment of the City's Core)





c. Expansion of façade grant program to include residential structures in targeted neighborhoods.
d. To assess non-profit capacity within the community to collaborate and partner by establishing a relationship with the University of Central Florida Center for Non-Profit Management.
e. Assist with the coordination of support partners for the community school concept at Endeavor Elementary School.
f. Evaluate each high density residential complex and develop a plan to improve the quality of life for residents living in and around the complex.

Goal 3: Promote equitable development to achieve and advance social, economic, health and environmental justice.

- Objective 3.1: To address community housing needs through a diversity of housing options.
    a. Continue the housing demolition program to ensure unsafe structures are removed from the housing inventory.
    b. Continue to gain voluntary code compliance through code enforcement action.
    c. Pursue grant funding to mitigate housing health concerns associated with lead based paint, asbestos, etc.

- Objective 3.2: To address industrial and commercial properties contaminated with hazardous waste or pollution.
    a. Maintain a brownfields program through application of grant funding and technical assistance.

Economic Development





The City of Cocoa has historically thrived as an epicenter for economic activity and vitality. Cocoa's thriving economy and quality of life can be attributed to its location and access. Located along the Indian River, Cocoa is centrally located in the region and the state while being surrounded by a highway system that connects Cocoa to other major markets such as Orlando, Jacksonville, Tampa, and Fort Lauderdale/Miami. Access to and partnerships with other major economic drivers such as Port Canaveral and Orlando International Airport has improved the quality of life for residents and visitors and facilitated the growth of the region as a whole. Unfortunately, the city has suffered an economic decline due to disinvestment and high unemployment rates.

The City of Cocoa has the potential to emerge again as a catalytic economic driver for the region by capitalizing on location, surplus of vacant developable land, and low-cost development as well as leveraging our local resource partners and programs. These opportunities will foster an economic environment that encourages existing business to expand as well as attract new business, investment, and jobs.

In spring 2015, the City of Cocoa put together a committee of residents, business owners, property owners, industry professionals, and resource partners joined by City staff to identify strategic economic development related issues and challenges. The committee assisted in the development of short-term and long-term action items to manage the identified strategic issues to improve Cocoa's identity as a business destination. Among the specific challenges related to economic development, the committee focused on perception, inventory and condition of industrial facilities, availability and cost of utilities, competitive and relevant incentive and grant programs, and commercial and residential private investment in Cocoa. The committee also addressed unique challenges facing Historic Cocoa Village. Implementing the City of Cocoa's Five (5) Year Strategic Plan will increase the City's ability to maintain and attract new industry, jobs, and investment.

Goal 1: Attraction & Recruitment of $100 million of taxable value by FY 2020

- Objective 1.1: Attraction of new business and industry through targeted marketing efforts, data collection and maintenance.
    a. The City should develop a marketing strategy that outlines efforts for attracting private capital investment and jobs in the City, to include targeted advertising campaigns and development of promotional materials.





b. The City should make presentations to key organizations and associations on economic development efforts in the City, to include programs, initiatives, and project updates and announcements.
c. The City should enhance the current economic development webpage to provide easier and quicker navigation for businesses and site selectors as well as allows for more flexibility for dissemination of information.
d. The City should identify areas of the City as certain business, commercial, industrial, or other districts.

- Objective 1.2: Recruit new business and industry to increase private capital investment and job creation.
    a. The City should commission an economic base analysis to determine the overall current economic climate of the City, identify challenges, and develop a strategy for implementation.
    b. The City should identify key commercial, industrial, and residential sites crucial for investment, to include sites near upcoming development projects.
    c. The City should identify priority vacant developable property and develop a plan for the provision of utilities to facilitate future development.
    d. The City should revise language in the ordinance to allow for land-clearing for development purposes.
    e. The City should waive fees related to land-clearing of vacant properties within City limits to encourage property owners to clear land, therefore providing for shorter time frames for development.
    f. The City should develop a customer relation management database that would capture relevant data on employers for the purposes of maintaining, tracking and querying information as well as understand the City's current industries and supply chain.
    g. The City should develop relevant economic incentives and assess the program and the City's competitiveness bi-annually to determine if they meet the current economic development needs of the community.

- Objective 1.3: Re-establish boundaries for the City through annexations that will result in additional taxable value.
    a. The City should systematically evaluate areas for annexation and place it within a priority list.





b. The City should seek joint collaboration with Brevard County and proactively pursue annexations of enclaves and other areas of the City to remove irregular boundaries.
c. The City should develop a marketing strategy that promotes the benefits of and incentives available for annexation.
d. The City should work to develop an annexation incentive program.

Goal 2: Retain and expand business and industry

- Objective 2.1: Foster a skilled workforce.
    a. The City should survey key industries in Cocoa to identify workforce needs and utilize the results to coordinate with local resource partners to develop a program and network for apprenticeship and internship programs.
    b. The City should promote existing certification programs at local high schools and technical school programs as a source to securing viable, well-paying jobs.
    c. The City should participate on activities and advisory committees of CareerSource Brevard, local schools and colleges.
    d. The City should link local employers with local education centers, such as Clearlake Education Center, for skills training programs for exiting employees.
    e. The City should identify public schools certification training programs relative to the employer needs in the community.

- Objective 2.2: Retain existing industry and jobs.
    a. The City should identify incentives that meet the needs of existing businesses seeking to expand.
    b. The City should foster a stronger partnership with CareerSource Brevard to help identify businesses in Cocoa that require employee training to retain jobs.

Goal 3: Increase the economic prosperity of Historic Cocoa Village.

- Objective 3.1: Ensure that there is adequate parking available to meet the needs of the downtown business patrons.

a. The City should identify a location for a parking structure that would not limit the growth potential of Historic Cocoa Village.

Economic Development





b. The City should design and implement a parking enforcement program.
c. The City should obtain ownership of Lee Wenner Park from Brevard County for additional parking and enhancement of Riverfront Park.
d. The City should identify ways to foster a more pedestrian-orientated downtown, to include providing accessibility to Cocoa Village from the north side of State Road 520.

- Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.
    a. The City and the Community Redevelopment Agency should seek to incentivize redevelopment of the consent decree area west of Florida Avenue.
    b. The City should seek to leverage remaining vacant Cocoa CRA owned land for development of residential or mixed-use.

Fiscal Sustainability





It is the City's continuous goal to provide essential and critical services, maintain the adequate funding of reserves and provide resources to promote affordable and sustainable growth in the City of Cocoa. Local governments face the challenges of meeting multi-year labor contract obligations and the continued rise in operating costs despite the flat to declining revenue trends. Like many communities, the City of Cocoa was substantially impacted by the Great Recession while at the same time service demands have increased. From fiscal year 2009 to fiscal year 2013 the City of Cocoa saw a decrease in taxable valuation of 40.5%. While the City has seen a slight increase in taxable valuation since 2013, the level of increase annually will most likely never return to pre-recession levels.

The City has initiated a strategic planning process to guide the actions of the City based on strategic issues of importance, of which one issue is fiscal sustainability. A committee of nine members representing a variety of backgrounds addressed a myriad of financial topics such as expenditure control, revenue diversification, and long term financial planning. The results provide a roadmap for the City to follow in order to ensure it is financially sustainable.

Goal 1: Maintain long term fiscal sustainability

- Objective 1.1: Maintain and control the expenditure levels, and reduce when appropriate, while not substantially affecting the levels of service.
    a. Work with a financial consultant to annually update a financial analysis model.
    b. Periodically review existing charges for services and costs to provide the services.
    c. Review unfunded liabilities and develop long term solutions to address them.
    d. Systematically review all departments operations and related expenditures.
    e. Evaluate multi-year budgeting.

- Objective 1.2: Diversify and enhance the revenue base available to fund city operations.
    a. Evaluate and consider alternate and new revenue sources.
    b. Invest in catalytic and strategic projects that result in an enhanced property base.
    c. Monitor legislative changes that provide for enhancement or additional revenue sources.

Goal 2: Promote greater transparency in budgeting and financial matters

- Objective 2.1: Encourage stakeholders to participate in budget workshops and meetings.

Fiscal Sustainability





  a. Expand the use of social media to promote budget meetings and workshops.
  b. Identify opportunities to present the budgetary matters in an unconventional method.

- Objective 2.2: Educate community stakeholders
  a. Develop interactive budget and financial models for stakeholders.
  b. Promote the awareness and utility of the Popular Annual Financial Report (PAFR).
  c. Hold staff instructed budget 101 classes with stakeholders.

Goal 3: Continuously increase organizational efficiency and effectiveness

- Objective 3.1: Systematically evaluate service delivery methods.
  a. Determine if the service is best achieved by staff members or by external organizations.
  b. Develop performance improvement and innovation teams
  c. Evaluate internal processes to achieve maximum efficiency and effectiveness.

- Objective 3.2: Implement a performance measurement system across the City organization.
  a. Create performance indicators for each City department.
  b. Evaluate annually city-wide performance indicators for reporting accuracy.

Public Safety





The City of Cocoa has provided police and fire services to the citizens of Cocoa for more than 60 years. Throughout the history, the services have expanded to meet the growth of the City from a few thousand residents to now more than 18,000. The city of Cocoa has historically maintained a higher public safety call volume per capita than other similarly sized communities. This is due in part to the social and economic challenges facing the community as a whole. The City has met this demand in services by allocating approximately 47% of the fiscal year 2015 annual general fund budget to police and fire services. In order to continue to balance the public safety service demand and provide exceptional services, the City will have to allocate future resources strategically. Through strategic planning for personnel, equipment and facilities over the next 5 years, Cocoa residents, businesses and visitors can be confident the services will be available to enhance their quality of life.

Goal 1: To ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services.

- Objective 1.1: To incorporate data based decision making when determining effective and efficient delivery of services.
    a. Monitor the top incident locations based on calls for service and develop an action plan for each location.
    b. Monitor the top incident types and develop an action plan for each type.
    c. Work with adjacent jurisdictions to increase service levels to the City residents.

- Objective 1.2: To ensure training and equipment are sufficient to meet service demands.
    a. Continuously update training manuals consistent with statutory requirements and mandates.
    b. Ensure the proper specialized training is completed to meet service demands.

- Objective 1.3: To incorporate advances in technology related to effective and efficient delivery of public safety services.
    a. Continually research new and emerging technologies as they relate to effective and efficient delivery of public safety services.
    b. Enhance the community's ability to communicate with public safety providers through non-traditional means.

- Objective 1.4: To engage the citizens in the public safety service delivery process.
    a. Attend and present up to date statistical information at public meetings.





b. Incorporate public safety service delivery questions into a city wide citizen survey.
c. Promote the ride along program for City of Cocoa citizens.

Employees





The City of Cocoa provides citizens with a variety of services to meet their basic needs as well as enhance their living and visitation experience. The delivery of these services is dependent upon the employees of the City who have direct and indirect contact with the citizens and visitors. In order to recruit and retain a qualified workforce the City faces many challenges related to external and internal factors. As the local economy continues a rebound from the last recession, competition with the private sector will continue to a challenge facing the City due to wage disparities and advancement potential. The internal challenges associated with retention, a reflective workforce and advancement were the focus of the committee as they could be managed if planned for properly. The future success of the service delivery of the City of Cocoa is dependent upon the successful implementation of the goals created by members of the Employee Committee.

Goal 1: To recruit a highly qualified workforce that is reflective of the community they represent.

- Objective 1.1: Develop staffing plans to ensure the departments are hiring the highest caliber of job applicants through a streamlined, efficient and transparent recruitment process, while adhering fully to all legal hiring procedures.
    a. Maintain a job board for postings in key areas (internal work areas and public viewing areas)
    b. Provide a summary sheet of current postings (position, closing date, salary grade, qualifications)
    c. Utilize social media avenues to increase applicant flow
    d. Promote employment with the City of Cocoa through a P.R.I.D.E. campaign.
    e. Increase recruitment efforts by participation in job fairs, networking activities and local schools.

- Objective 1.2: Ensure the demographics of the City of Cocoa employees are reflective of the community in which they serve by targeted recruitment activities.
    a. Use updated affirmative action data to create a plan to attract qualified minority candidates for both supervisory and non-supervisory positions.
    b. Increase recruitment efforts of veteran applicants through targeted recruitment activities.
    c. Implement an employee referral program.

- Objective 1.3: To improve the internal applicant process.
    a. Revise the internal applicant process through Neogov.

Employees





b. Provide career workshops for employees to assist in the internal job applicant process and develop employee responsibility of self-advocacy.

Goal 2: To improve the retention and development of current employees.

- Objective 2.1: Ensure all employees have the proper training to complete their duties as assigned.
    a. Ensure employees receive new hire orientation training.
    b. Implement a standard new supervisory training program.
    c. Implement a standard new employee training program.
    d. Provide easy, reliable access to information regarding benefits, opportunities and news related to the City of Cocoa.
    e. Develop internal trainers based on expertise (train the trainers).

- Objective 2.2: Develop a succession planning program to prepare the City for the retirement of long-tenured employees, especially in organizationally critical positions.
    a. Develop a performance management system to ensure employees are properly evaluated.
    b. Develop a job shadowing program to give internal employees a chance to see what the new position will entail, deeper.
    c. Continuously monitor turnover rates by department and make adjustments to ensure talent is being retained.

Goal 3: To reduce the employee's exposure to the impact of unfortunate events while maintaining a high level of service.

- Objective 3.1: Ensure all employees work in a secure and safe environment.
    a. Recognize those employees practicing safe working habits.
    b. Implement a driving safety program
    c. Establish a wellness committee to develop and monitor wellness programs.

Civic Engagement





In the summer of 2014 the City of Cocoa submitted a project proposal to Lead Brevard for the purposes of brining in outside professionals to evaluate and design a civic engagement program for the City. The proposal was accepted and the work was completed in the Spring of 2015. The group presented their findings to the City Council in April of 2015 as well as the overall Lead Brevard organization. The group presented their findings in the form of recommendations for the City to carry out near term and long term. Their findings were divided among 5 focus areas Volunteer Boards, Business Engagement, Electronic Communication, Public Meetings and Policy Review.

Volunteer Boards:

1. Increase recruitment and/or qualification efforts.
    a. Seek support from faith-based community to promote and/or nominate members to sit on different boards.
    b. Allow willing volunteers to sit on more than one board concurrently.
    c. Re-evaluate meeting frequency and/or schedule of all boards; to ensure attendance obligations are manageable.
    d. Create commercial/info-mercial of upcoming available volunteer board positions and how to apply. Distribute to community businesses to be shown in lobbies, waiting rooms, shopping centers, ect.
2. Develop a training program for prospective and sitting board members, for example "City of Cocoa Volunteer Academy."
    a. Overview of City Government
    b. Future of the City of Cocoa
    c. How to make and impact
    d. Layman friendly descriptions of all volunteer boards and scope of volunteer's responsibility
    e. Provide a "graduation" recognition for all participants at a City Council meeting
3. Increase recognition of volunteer board members.
    a. Create a float for the winter holiday parade for "City Volunteer Heroes"
    b. Do a better job of promotion of the event to the local media and integrate some sort of volunteer recruitment portion to the programming
    c. City council meeting recognition of a "Volunteer Board member of the month"
    d. Promote individual volunteer in the quarterly FYI along with information on how to be involved.

Civic Engagement





Business Engagement

1. Develop a survey to be used for the purposes of obtaining information regarding business programs and trainings.
2. Develop and active business list incorporating various information for communication and basic information.
3. Increase communication between the Cocoa Village associations and Diamond Square to provide support for a business corridor in Diamond Square.
4. Expand programs for manufacturing recruitment, support and retention.
5. Celebrate small, medium and large businesses at least semi-annually in council meetings and annual events.

Electronic Communication

1. Utilize online survey tools to solicit information from citizens.
2. Use social media to engage followers.
    a. Reach out for true Facebook Analysis and review
    b. Recommend spending money to advertise on Facebook specific posts for things related to Cocoa Village.
    c. Recommend City Council/Mayor create a running Blog on a website with each post shared through social media.
3. Improve the website to better engage users.
    a. Improve Google website mapping so that true City of Cocoa shows up
    b. Create a page on website directly linking how to get involved.
    c. Create fire and police websites with direct links on the City website

Public Meetings

1. Annual survey to be sent out to include alternate meeting locations.
2. Increase the publicity of meetings.
    a. Post information at schools, medical facilities and shops
3. Alternative meeting mediums/promotion.
    a. Satellite meeting locations
    b. Water bill and faith based community solicitation
    c. Utilize SCGTV promotional videos

Legislation Details (With Text)

File #:	16-189	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/6/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a used 2015 G930C Volvo Motor Grader from Flagler Construction Equipment LLC, Orlando, Florida; To Approve a Resolution Amending the FY16 Budget. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM-SIGNED SALE QUOTE.pdf LETTER OF INTENT TO PURCHASE - COCOA.pdf 710- A Champion 02671 7 Bill of Sale - City Of Cocoa 5-5-16.pdf G930-C 583012 ORDER - City Of Cocoa 5-5-16.pdf G930-C 583012 QUOTE With 710-A Trade - City Of Cocoa 5-5-16.pdf SS-4020_3540-FLAGLER EQUIP (5-6-16).pdf SS Resolution 2016-50.pdf Budget Resolution 2016-51.pdf BAF-UT-Purchase of Motor Grader (5-24-15) Agenda 16-189.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 6, 2016
Agenda Date: May 24, 2016
Prepared By: Tony Jones, Fleet Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a used 2015 G930C Volvo Motor Grader from Flagler Construction Equipment LLC, Orlando, Florida; To Approve a Resolution Amending the FY16 Budget

BACKGROUND:

The Dyal Water Treatment Plant owns and operates a 1996 Champion 710a Motor Road Grader for the Cocoa Water Plant road maintenance. This road provides service access to Wewahootee Road, pumping stations, and the surrounding raw water well access roads. The City of Cocoa Utilities Department is required by the 1993 Settlement Agreement to service and maintain the roadway.

The Champion 710a Road Grader is currently up for replacement in the Utilities Department FY2017

Capital budget. In the last month, the unit developed some major driveline, main steering and hydraulic problems. The estimated repair cost far exceeded the value of the unit and with the unit being over 20 years old, parts obsolescence will continue to be an ongoing issue along with extended high downtime. Staff is recommending that the unit be replaced this budget year as it is the only way to service the roadway. With the cost of a new grader in the $250,000 plus range, staff began the search and evaluation of a used Motor Grader. Staff made several inquiries to some of the local Heavy Equipment Dealers. Flagler Construction Equipment LLC of Orlando, Florida, had a unit that meets all the operational requirements. The unit is a 2015 Volvo G930C MOTOR GRADER and is only one year old with 119 operation hours with the balance of the factory warranty. Staff did a hands -on maintenance inspection and operational evaluation of the unit at Flagler's Orlando sales and service facility and found it was exactly what was needed. With a purchase price of $172,000, it is $90,000 less than a new motor grader. In addition, Flagler made a trade-in offer of $10,000 "as is" for the 1996 Champion Grader making the total purchase price $162,000. Staff is recommending that the unit be purchased using funds from Account No. 421-4055-536.63-00, Project No. WS0501 that was completed under budget. The unit is ready for immediate delivery and is fully upgradable. Additional road- grading options could be added if the operational requirements change for the unit in the future; the unit is also GPS ready.

The existing grader is a one-of-a-kind pre-owned piece of equipment and staff recommends waiving the competitive bidding process to purchase the equipment.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted?	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$172,000
Account Number	421-4020-536.64-00
Account Name	Machinery & Equipment
Source of Funds	421-4055-536.63-00, WS0501

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a used 2015 G930C Volvo Motor Grader from Flagler Construction Equipment LLC, Orlando, Florida; To Approve a Resolution Amending the FY16 Budget.

Flagler Construction Equipment, LLC
9601 Boggy Creek Road
Orlando, FL 32824-8728
☎ (407) 850 9614
Fax(407) 850 9619

PROPOSAL

Proposal	Date	Customer
QUO-12063-W9X4V8-1	4/28/2016	100360

To City Of Cocoa
351 Shearer Blvd
Cocoa Beach, FL 32922

Attention

Salesman John Amador

Quantity	Product ID				Serial Number	Dealer ID	Price
1	2015	Volvo Const. Eq	G930C	MOTOR GRADER	G930C583012	127064	$172,000.00

Equipment Specifications

purchased from remarketing

GD00100	XUSA US
GD10008	G930C
GD12000	7/8" x 25 " x 12' Blade
GD13001	Standard Edges for 12' Blade
GD14000	End Bits 25" Blade
GD17000	Blade Lift Accumulators
GD17002	Circle Shift Accumulators
GD17008	Duramid for Moldboard Side
GD19000	Tandem
GD19100	Tandem Step
GD20012	14.00 Michelin X SnoPlus
GD21001	10 Inch -1 Piece
GD30001	US Engine
GD31002	8400 Transmission
GD32001	Standard Fuel Tank
GD33001	Block Heater 110 Volt
GD34008	High Ambient Fan Control
GD34009	Reversing Fan
GD34014	Air Cleaner
GD35001	Air Cleaner Stack
GD40000	High Profile Cab
GD46003	Air Susp Seat - Cloth
GD48012	Rear Wiper & Washer
GD48013	Lower Front Wiper & Washer
GD48014	Intermittent Wipers
GD49100	Outside Mirrors -NonHeated
GD49104	Front Sun Visor
GD49108	Rear Blind
GD49109	Lower Cab Shield
GD49112	Defrost Fan
GD49201	Conventional Controls
GD49302	Heater And Air for Cab

Trade-In

Champion 710-A IV 1996 02671 7 14' Moldboard

Pricing Summary

Equipment Purchase Price	$172,000.00
Less Trade-In Allowance	(10,000.00)
Freight	
Trade Payoff	0.00
Total Proposal (Before Sales Tax)	**$162,000.00**

Notes

Quote valid for thirty (30) days.

This Proposal is given by Flagler Construction Equipment ("Flagler") solely for the purpose of initiating negotiations for the sale and purchase of equipment described herein. Nothing contained herein shall be deemed or construed to be a commitment or agreement to enter into a future agreement. The equipment is subject to prior sale. Terms and conditions contained herein, or made part of subsequent negotiations or discussions, shall not be binding upon Flagler or the party to whom this proposal is directed unless incorporated into a separate written "Sales Contract and Purchase Order," executed by authorized representatives of all parties, and delivered to and accepted by Flagler.

Proposed

Salesman

Branch Manager Date

Accepted:

Customer By: [signature]

City Manager 5/3/16

Title Date

Fleet Maintenance
301 Shearer Blvd. I Cocoa, FL 32922
Phone: (321) 433-8766 I Fax: (321) 433-8768

Date: May 5, 2016

Flagler Construction Equipment, LLC
9601 Boggy Creek Road
Orlando, FL 32922

Mr. John Amador

The City of Cocoa is interested in purchasing the NEW / USED 2015 Volvo G930C Motor Grader serial number G930C583012 proposal number QUO-12063-W9X4V8-1, pending City Council approval at the next City Council meeting on May 24, 2016. Once approved the City will be issuing a purchase order for the unit in accordance with both the State of Florida vehicle purchasing and Florida Sherriff vehicle purchasing contracts.

Please accept this LETTER OF INTENT TO PURCHASE and hold the above stated unit, pending our internal approval process, and accept our purchase order as soon as this process is completed.

John A. Titkanich Jr, AICP City Manager; _____

Flagler Construction Equipment, LLC
9601 Boggy Creek Road
Orlando, FL 32824-8728
☎ (407) 850 9614
Fax (407) 850 9619

Bill of Sale

Contract	Date	Customer
BOS-ORD-04159-W5W0G6	5/5/2016	100360

I, , of City Of Cocoa hereby certify that City Of Cocoa is the lawful owner of the equipment and attachments listed below and have the authority to sell it.

Make	Model	Year	Serial Number
Champion	710-A IV	1996	02671 7

I hereby acknowledge the receipt of ($10,000.00) from Flagler Construction Equipment, LLC 9601 Boggy Creek Road Orlando, FL 32824-8728, as full payment of the purchase for the above referenced Equipment, which is sold as is. I do hereby grant , sell and transfer full ownership of the Equipment to the buyer and certify that this Equipment, at the time of sale, is free from all encumbrances, taxes, fees and liens and I will defend and be held fully responsible for such lawful claims and demands with respect to the Equipment.

Accepted: Flagler Construction Equipment, LLC

Authorized Signature Date:

Printed Name

Title:

Customer: City Of Cocoa

Authorized Signature Date:

Printed Name

Title:

Flagler Construction Equipment, LLC
9601 Boggy Creek Road
Orlando, FL 32824-8728
☎ (407) 850 9614
Fax (407) 850 9619

SALES CONTRACT & PURCHASE ORDER

Contract	Date	Customer
ORD-04159-W5W0G6	5/5/2016	100360

CUSTOMER:
City Of Cocoa
351 Shearer Blvd
Cocoa Beach, FL 32922

SHIP TO:
City Of Cocoa
351 Shearer Blvd
Cocoa Beach, FL 32922

SHIP VIA:
Customer Pick Up
Common Carrier
Other

Purchase Order: TBD

Delivery Date:

Customer hereby orders the following described machinery (the "Equipment") from Flagler Construction Equipment LLC, "SELLER". Upon acceptance by signature of an authorized officer of SELLER, this Purchase Order shall become a contract for purchase and sale of the goods upon the terms and conditions set forth below and on the reverse side of this Purchase Order. All sales F.O.B. SELLER's location above.

DESCRIPTION OF MACHINERY ORDERED

Quantity	Make	Model	Description	Serial Number	Purchase Price
1	Volvo Const. Eq	G930C	MOTOR GRADER	G930C583012	$172,000.00

DESCRIPTION OF TRADE-IN (See reverse side for customer bill of sale for trade-in)

Make	Champion
Model	710-A IV
Year	1996
Serial Number	02671 7
Engine S/N	
Attachments	14' Moldboard

Amount of Encumberance:

Payable to:

Trade-ins F.O.B. Seller's Branch Location:
9601 Boggy Creek Road, Orlando, FL 32824-8728

TOTAL	$172,000.00
Less Trade-in Allowance	(10,000.00)
PDI	
Freight (NonTaxable)	
Subtotal	162,000.00
County Tax	-
State Tax	-
Less Cash Down Payment	
UNPAID CASH BALANCE	162,000.00
Trade Payoff	
Federal Excise Tax	-
TOTAL CASH BALANCE PAYABLE BY CUSTOMER	**$162,000.00**

✓ Cash on Delivery Finance Other _____

Lender _____

Program _____

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE ARE PART OF THIS PURCHASE ORDER

Recommended

By: _____
Salesman

_____
Branch Manager

Customer: **City Of Cocoa**

By: _____

Title: _____

Accepted: Flagler Construction Equipment, LLC

By: _____

Title: _____ Date: _____

Guarantor: _____

FEI/SSN#: _____

TERMS AND CONDITIONS OF SALE

1. DELIVERY, RISK OF LOSS, AND INSPECTION: Unless otherwise stated, the Equipment shall be shipped F.O.B. Seller's yard. Delivery by the Seller to carrier shall be delivery to Customer. Risk of loss passes to Customer upon delivery to Customer. Unless otherwise specified on the face of this contract, Customer will be responsible for all load-out, unloading, assembly and disassembly of the Equipment.

2. INSPECTION OF EQUIPMENT: Customer agrees to inspect the Equipment promptly upon arrival. The failure of the Customer to object in writing to the condition of the Equipment within five (5) days of its delivery to Customer will constitute an acknowledgment that the Equipment has been accepted and found in good, safe and serviceable condition and fit for Customer's intended use. If Customer notifies Seller that the Equipment is not in good, safe and serviceable condition and fit for its normal use upon delivery to Customer or the carrier, whichever time is earlier, Seller will have the right to put the Equipment in good, safe and serviceable condition and fit for normal use within a reasonable time, or to cancel this contract.

3. SELLER'S SECURITY INTEREST: For all amounts payable by Customer for which credit is given or which are not paid, Customer hereby grants to Seller a security interest in the Equipment, which security interest shall extend to all parts or accessories now or hereafter attached to the machinery and to the proceeds therefrom. Customer agrees to execute financing statements, notes and security agreements on Seller's forms for all amounts not paid at delivery, plus interest and time charges and differentials. Until all amounts owed by Customer to Seller hereunder are paid, Customer warrants that it will not allow the Equipment to become a fixture.

4. SELLER'S WARRANTIES: As to the Equipment, whether new or used, Seller warrants that the title conveyed shall be good and its transfer rightful and that the Equipment shall be delivered free from any security interest or other lien or encumbrance except liens and security interests securing the purchase price payable by Customer. Seller is not the manufacturer or agent of the manufacturer of the Equipment. Seller gives NO WARRANTY AGAINST EITHER LATENT OR PATENT DEFECTS in material, workmanship, capacity, or operating capacity of the Equipment; nor does Seller warrant that the Equipment will meet the requirements of any law, rule, specification or contract.

5. MANUFACTURER'S WARRANTY: Seller provides the Original Equipment Manufacturers' (OEM) warranty, in accordance with the terms and conditions thereof, as a "pass through" to purchasers of new equipment. Most Manufacturers represented by Seller provide an extended coverage insurance program for specific parts or components with specific terms and conditions at a fee. Seller provides a "pass through" of these manufacturer's terms and conditions to purchasers of new equipment that choose to purchase these extended coverage programs.

6. EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS: Customer is skilled and experienced in use and operation of machinery of the type described in this Purchase Order and has made its selection and decision to order on the basis of its own judgment. SELLER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY NOR ANY OTHER WARRANTY EXCEPT THOSE STATED ABOVE UNDER "SELLER'S WARRANTIES".

7. CONTRACTUAL LIMITATION OF REMEDIES AND LIABILITY: Consequential damages are hereby excluded from any liability of Seller arising out of the sale of the goods described. Remedies against Seller for any liability arising out of the sale of the Equipment are limited to return of the goods and repayment of the purchase price or to repair and replacement of the nonconforming goods or parts, Seller to have the election.

8. INDEMNIFICATION: Customer will indemnify and hold Seller harmless from all claims, costs and expenses, including reasonable attorneys fees, arising out of the possession, maintenance, use, operation of the Equipment after delivery to the Customer, including claims arising from the NEGLIGENCE OF Seller, its agents and employees, or in the alternative, failure of the Equipment, whether the Equipment is defective or not. Seller shall not be liable nor responsible for any loss, damage, expense, or penalty arising from any action or account of any injury to person or property of any character whatsoever, including employees or property or any Customer, occasioned by the operation, handling or transportation of any equipment subject to this Purchase Order subsequent to the delivery thereof to Customer, nor by any reason of delays or any alleged failure of said equipment to operate.

9. CUSTOMER'S BILL OF SALE FOR TRADE-IN: Effective upon acceptance of this Purchase Order by Seller, Customer hereby sells and conveys to Seller the articles offered as trade-in and described under "DESCRIPTION OF TRADE-IN." Customer covenants that Customer is the lawful owner of the articles, that they are free from encumbrances except as shown above, and that Customer has good right to sell them and will warrant and defend them against any and all claims and demands of any third person.

10. TAXES AND INSURANCE: Customer will pay all sales and use taxes, all personal property taxes, and similar taxes in connection with this Purchase Order. The Customer further agrees that from the date of delivery and until the entire purchase price is paid in full, Customer will maintain fire, theft and collision insurance for the benefit of the Seller in the amount of the unpaid purchase price and deliver said policy to Seller. Failure to provide Seller with said policy does not constitute a waiver of this provision.

11. MISCELLANEOUS: Seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein in writing. All prior statements, representations, negotiations and proposals, if any, are superseded by and merged into this Purchase Order, which upon acceptance by Seller, will constitute the entire agreement between Customer and Seller, and shall survive delivery of the goods and invoicing of the Customer. If the Customer does not pay as agreed and Customer's account is turned over to an attorney, Customer agrees to pay all costs of collection including reasonable attorney's fees together with all incidental damages permitted by law.

Flagler Construction Equipment, LLC
9601 Boggy Creek Road
Orlando, FL 32824-8728
☎ (407) 850 9614
Fax(407) 850 9619

PROPOSAL

Proposal	Date	Customer
QUO-12063-W9X4V8-1	4/28/2016	100360

To: City Of Cocoa
351 Shearer Blvd
Cocoa Beach, FL 32922

Attention:

Salesman: **John Amador**

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GD14000	End Bits 25" Blade
GD17000	Blade Lift Accumulators
GD17002	Circle Shift Accumulators
GD17008	Duramid for Moldboard Side
GD19000	Tandem
GD19100	Tandem Step
GD20012	14:00 Michelin X SnoPlus
GD21001	10 Inch -1 Piece
GD30001	US Engine
GD31002	8400 Transmission
GD32001	Standard Fuel Tank
GD33001	Block Heater 110 Volt
GD34008	High Ambient Fan Control
GD34009	Reversing Fan
GD34014	Air Cleaner
GD35001	Air Cleaner Stack
GD40000	High Profile Cab
GD46003	Air Susp Seat - Cloth
GD48012	Rear Wiper & Washer
GD48013	Lower Front Wiper & Washer
GD48014	Intermittent Wipers
GD49100	Outside Mirrors -NonHeated
GD49104	Front Sun Visor
GD49108	Rear Blind
GD49109	Lower Cab Shield
GD49112	Defrost Fan
GD49201	Conventional Controls
GD49302	Heater And Air for Cab

Trade-In

Champion 710-A IV 1996 02671 7 14' Moldboard

Pricing Summary

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Less Trade-in Allowance	(10,000.00)
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Proposed:

Salesman

Branch Manager Date

Accepted:

Customer
By:

Title Date

SOLE SOURCE JUSTIFICATION FORM

Requisition Number	AGENDA FILE # 16-189	**Division**	4020 Utilities/Dyal Plant
Part/Item/Service Description	2015 VOLVO G930C MOTOR GRADER		
Cost of Part/Item/Service	$ 172,000.00	**Account Number**	421-4020-536.6400
Vendor Name	FLAGLER CONSTRUCTION EQUIPMENT		

Respond specifically to each question below in preparing a justification. Please use less "technical" language to explain each item. If your explanation does not fit within the areas provided, please expand the text box(es) as necessary and staple all pages together.

1. Is item/service/vendor requested one-of-a-kind ? Check one: Yes ☐ No ☑
Explain how this was determined:

This is a new / used motor grade the unit is 1 year old with only 119 operational hours the unit more than suites the department needs the unit is local in Orlando. Fleet Staff went on site to reviewed and inspect the unit in detail the unit still has the balance of the factory warranty. Other motor graders are in circulation were old with higher usage with higher purchase cost those units were in other county, states it would require additional cost and man hours to travel to those locations for a on-site inspection. This unit new would cost over $262,000

2. Why was the particular product or vendor chosen?

Volvo equipment is one of the premier equipment manufactures the unit is NEW/USED only one year old and only 119 operational hours with the factory warranty. The unit fits the operational need for the department / division the unit is fully upgradeable for other attachments if needed in the future. The unit is available for 1mmediate delivery and is only 18 miles from the operational location.

3. Can similar items/service be obtained from other source? Check one: Yes ☑ No ☐
If the answer is no, please explain.

If the answer is yes, please provide three quotes for similar items for comparison.
If three quotes cannot be obtained, please explain why?

Those units were older with more hours and a higher cost value this unit would give the city more bang for the buck and is exactly what the department is looking for the unit is New/used. The unit is GPS ready if needed and list a host of other options not available in most other used motor graders. This is a factory direct purchase through Flagler Construction equipment an authorized VOLVO equipment dealer

4. Is chosen vendor the manufacturer? Check one: Yes ☑ No ☐

Factors which may not be applicable:
The following should not be included in your sole source/sole brand justification. The following will not be considered :

* Personal Preference
* Cost, vendor performance, local service, maintenance, and delivery (these may be considered award factors in competitive bidding).
* Features which exceed the minimum department requirements, e.g. heavy duty or quality.
* Explanation for the actual need and basic use for the item, unless the information relates to a request for "unique factors"
* The statement "no substitution" will not be considered without completion of the Sole Source Justification Form.
* **To "match and interface" is not normally an accepted justification which should be considered. The quantity, manufacturer, brand, model of the existing equipment and necessity for "interfacing" must be provided.**

**** Please send the completed Sole Source Justification Form to the Purchasing Manager for approval. The Purchasing Manager will forward the signed document to the Finance Director for approval and will send the approved form back to the original requestor. The approved form must be attached to the agenda item. Incomplete forms will be returned and may result in delayed processing****

5/6/16	Tony Jones — Digitally signed by Tony Jones DN: dc=org, dc=cocoafl, ou=Fleet Services, cn=Tony Jones, email=tjones@cocoafl.org Date: 2016.05.06 10:46:48 -04'00'	5/6/16	Sonja Hamilton-Suarez — Digitally signed by Sonja Hamilton-Suarez Date: 2016.05.06 12:17:08 -04'00'
Date	Requestor Signature	Date	Purchasing Manager Signature
5/6/16	John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.05.06 10:54:09 -04'00'	5/6/16	Teri Butler — Digitally signed by Teri Butler Date: 2016.05.06 13:48:54 -04'00'
Date	Department Director Signature	Date	Finance Director Signature

Revised 10/24/13

RESOLUTION NO. 2016-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 24th day of May, 2016.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2016-50

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing a used 2015 G930C Volvo Motor Grader from Flagler Construction Equipment LLC, Orlando, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

RESOLUTION NO. 2016-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4055 | DATE PREPARED: 05/06/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 172,000)	421-4055-536.63-00	WS0501	Infrastructure	$ 29,832,102	$ 30,982,640	$ 30,810,640	$ 9,709,841
$ 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
($ 172,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 172,000	421-4020-536.64-00		Machinery & Equipment	$ 646,000	$ 714,814	$ 886,814	$ 333,461
$ 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
$ 172,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

For the purchase of a motor grader for the Dyal Water Treatment Plant. The current grader is past its useful life and was slated for purchase in FY17. The current grader is out of service and requires major repairs that exceed the existing salvage value. A used grader is available this fiscal year that offers significant saving over a new grader. Project WS0501 is complete and under budget and therefore we are requesting the transfer from 6300 to 6400 to cover the purchase. Agenda #16-189

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/24/16 *RESOLUTION #:* 2016-51

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.

5/6/16 Norma Hernandez (Digitally signed by Norma Hernandez DN: dc=org, dc=cocoafl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoafl.org Date: 2016.05.06 11:44:28 -04'00')	5/13/16 Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=City, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.05.13 08:05:58 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/6/16 John "Jack" Walsh (Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.05.06 11:54:46 -04'00')	5/13/16 Lora Howell (Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=City, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.05.13 09:21:03 -04'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-200	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve an Economic Development Incentive (EDI) Fund for Cross Brands Manufacturing, LLC in the amount of $300 new per job created (estimated to be a total of $18,000), and authorize the City Manager to execute an Economic Incentive Agreement. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Economic Incentive App (Cross-Brands Mfg LLC).pdf Exhibit A EDI Fund Econ Incentive Agreement.pdf Cross Brands Ec Development Incentive Grant Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, Community Services Director
Requested Action:
Approve an Economic Development Incentive (EDI) Fund for Cross Brands Manufacturing, LLC in the amount of $300 new per job created (estimated to be a total of $18,000), and authorize the City Manager to execute an Economic Incentive Agreement.

BACKGROUND:

Cross Brands Manufacturing, LLC, a health and beauty aid product manufacturer is a Florida registered corporation founded in March 2016. The company is a start-up made up of seven individuals who have over 150 years of a combined experience in consumer packaged goods, specifically focused in sun care product development, design, sales, and distribution. The seven founding members met while working together at Sun & Skin Care Research (SSCR), Inc., a former Cocoa manufacturer that was sold to a private equity group in 2015.

Cross Brands Manufacturing, LLC is exploring several locations to locate a 75,000 SF facility, to include Ashville (North Carolina), Amelia Island (Florida), North Miami (Florida), and 851 Greensboro Road in Cocoa (former SSCR headquarters). Cross-Brands is seeking economic incentives to open their facility at the Cocoa facility and plans to create 60 full-time equivalent (FTE) jobs with an average annual wage of $45,000 and invest a total of approximately $2,100,000 in building expansion/improvements and equipment in the first three years.

An Economic Impact Analysis provided by the EDC of Florida's Space Coast indicates that for every one position created by Cross Brands Manufacturing, LLC, approximately 1.33 additional jobs will be developed to support the operation, resulting in a net new wage of over $7 million. The analysis also predicts that the project will contribute over $21 million to Gross Domestic Product.

Cross Brands Manufacturing, LLC has submitted an application for City economic development incentives. The company is eligible for $300 per new job created (estimated to be a total of $18,000), awarded on a performance basis.

Granting economic incentives for Cross Brands Manufacturing, LLC is critical for re-employing and absorbing the impact of jobs lost due to the relocation of Sun & Skin Care Research LLC, as well as securing additional job opportunities in our community. Granting incentives allows the City to compete for this project, which wishes to establish its manufacturing operations in Cocoa rather than other areas being considered, to include Ashville (NC), Amelia Island (FL), and North Miami (FL) where the available pool of incentives are also on the table.

Should City Council approve the EDI Fund for this project, Cross Brands Manufacturing, LLC would be required to enter into an Economic Incentive Agreement by and between the City of Cocoa. The Agreement would establish terms for performance requirements, annual review for compliance, and appropriate claw back provisions for non-performance.

STRATEGIC PLAN CONNECTION:

This project has a direct connection to the Economic Development strategic issue in that it will increase the City's economic position within the Space Coast and allow the City a competitive edge in attracting other like projects that will facilitate additional private capital investment, business, and jobs in Cocoa.

BUDGETARY IMPACT:

The Economic Development Incentive Fund is a performance based incentive awarded following the receipt and review of the annual report to be submitted in January of every year.

Cross Brands Manufacturing, LLC is eligible for an EDI Fund of $300 per new job created, estimated to be a total of $18,000.

Due to the hiring time frame, no funds are anticipated to be disbursed during Fiscal Year 2016. The bulk of new jobs created will take place in Fiscal Year 2017 and 2018, with an estimated 39 new jobs and 31 new jobs, respectively.

Future budget years that will be impacted are expected to be Fiscal Years 2017 (approximately $9,300) and 2018 (approximately $11,700).

PREVIOUS ACTION:

On May 10, 2016, Cocoa City Council reviewed the Economic Incentive Application from Cross Brands Manufacturing, LLC and approved the 1st reading of Ordinance 11-2016 regarding an Ad Valorem Tax Abatement for 70 percent phased out of a seven year period.

RECOMMENDED MOTION:

Approve an Economic Development Incentive (EDI) Fund for Cross Brands Manufacturing, LLC in the amount of $300 new per job created (estimated to be a total of $18,000), and authorize the City Manager to execute an Economic Incentive Agreement.

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

INCENTIVE APPLICATION

GENERAL INFORMATION

Business/Project Name: CROSS-BRANDS MFG. LLC.

Property Owner Name: Mr. Donald Lee

Address: 851 Greensboro Road, Cocoa FL 32926

Authorized Agent: Daniel C. Beard Title: President - Operations

Telephone: 321-863-5111 E-mail: dbeardfla@gmail.com

Address: 2050 Porpoise Street, Merritt Island, FL 32952

BUSINESS INFORMATION

Primary business activity: Contract manufacturing for Health and Beauty products.

NAICS Code: 325620 Federal Tax I.D. Number: 81-1999324

Is the business located in one or more of the following: ☐ Enterprise Zone ☐ Brownfield

Business Structure: (check one)
☐ Proprietorship ☒ Limited Liability Corporation
☐ Partnership ☐ Corporation
☐ Other: _____

If a corporation, please indicate the city and state of incorporation: Cocoa, FL

Date of incorporation: 3/28/2016

If a subsidiary, name of parent company: N/A

Publicly Traded: No

Total number of existing jobs in Cocoa: Full-time: 0 Part-time: 0

Average Annual Wage of existing employees (excluding benefits): 0

Are you filing as: ☒ **NEW BUSINESS** ☐ **BUSINESS EXPANSION**

Total number of new jobs to be created in years 1 thru 3: Full-time: 50 Part-time: 20 = 10 FTE
(List all detail in Jobs Sheet form) 60 FTE

Average Annual Wage of new jobs to be created (excluding benefits): $45k

Amount of investment in new building construction in years 1 thru 3: $1,250,000 2,100,000

Please explain: Possible development of 15,000 square foot office building on available acre lot.

Amount of investment in new machinery/equipment in in years 1 thru 3: $850,000

Please explain: Purchasing $750,000 of filling and packaging machines year 1 plus $100,000 year 2.

Anticipated date operations will commence: 8/1/2016

Please indicate which incentive program you are applying for:

☒ EDI Fund ☒ Ad Valorem Tax Abatement ☐ Small Business Assistance Program

Please provide a project overview and a detailed explanation of how economic development incentives will increase the business's capability to provide new products/services or increase the overall efficiency of your business.

Cross-Brands Mfg. LLC. will be manufacturing and distributing Health and Beauty care products with multiple business partners. Economic development incentives will allow us to secure the latest in technology for meeting and exceeding industry expansion. This will bring more opportunitites for us to grow and add more employees. We also intend to market in-house product lines that will exponentially increase our growth.

SUBMITTAL REQUIREMENTS

1. Proof of ownership, or lease (to include property owners contact information)
2. Site Plan
3. Boundary Survey
4. Copy of Business Tax Receipt issued by the City of Cocoa or written statement certifying that business owner shall make application for, and obtained, a business tax receipt prior to any grant award being paid by the City.
5. Color photographs illustrating current conditions for which improvements are proposed
6. Estimates, quotes, or bids from a certified general contractor for proposed improvements
7. Complete written description of work to be performed, including illustrations or sketches.

Please contact the Office of Economic Development for questions related to this application.

CITY USE ONLY

Economic Development Manager's Analysis:

This project qualifies for seven years ad valorem tax abatement starting @ 10% and decreasing from there; this project also qualifies for EDI fund of $300 per job, with a maximum of $50,000 (per job creation focus). All incentives are estimated to total $61,192.- over the course of seven years. Please find incentive evaluation & impact analysis attached. (ET)

Community Services Director's Recommendation:

X Approve ☐ Deny

Comments: Approve per E.D. Manager financial analysis.

Amount Awarded to applicant if applicable: _____

DATE: 4-21-16 SIGNED: _____ (Community Services Director)

PROPERTY APPRAISER'S USE ONLY

I. Total revenue available to the City of Cocoa for the current fiscal year from ad valorem tax sources: 4,888,260.92

II. Revenue lost to the City of Cocoa for the current fiscal year by virtue of exemptions previously granted under this section: 7151.72

III. Estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation: 10,926.62

IV. Estimate of the taxable value lost to the City of Cocoa if the exemption applied for were granted:
Improvements to real property 1,062,500 Personal Property 765,080

V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a New Business [✓], an Expansion of an Existing Business [ ], or Neither [ ].

VI. Last year for which exemption may be applied: Dependent upon the number of years granted by the City Council.

DATE: 5-2-16

SIGNED: Laura (Bradley
(Property Appraiser)

RETURN TO BE FILED NOT LATER THAN MARCH 1

CROSS-BRANDS MFG. LLC Ad Valorem Tax Abatement Executive Summary

CROSS-BRANDS MFG. LLC is a Florida registered corporation founded in March 2016. The Corporation is a start-up of 7 people who combined have over 150 years of consumer packaged goods experience, specifically with a focus in Sun Care Product Development, Design, Sales and Distribution. All of the original members met while working together at Sun and Skin Care Research Inc., a Cocoa Florida Manufacturing Company that was sold to a Private Equity Group in 2012. CROSS-BRANDS MFG. LLC is currently exploring physical location for our operation.

CROSS-BRANDS MFG. LLC is a health and beauty aid product manufacturing provider offering a wide range of manufacturing for skin and hair care products including development, filling, packaging and shipping. We will initially focus on filling for marketing organizations in the sun care industry but intend to expand to other categories, including filling private label products for both independent marketers and directly for retail organizations.

CROSS-BRANDS MFG. LLC is exploring several locations for its' plant location, including Ashville North Carolina, Amelia Island, Florida, North Miami and the 851 Greensboro Road, Cocoa Florida site. CROSS-BRANDS is interested in Cocoa due to location of some key members of our corporation, its central location, easy access to a major highway and the previous use of the facility has proven to work well for our plans. Other locations are in consideration due to potential business acquisitions, work force pools and local business incentives.

CROSS-BRANDS is looking for a facility with a minimum of 75,000 sq. ft. with extra space to expand if needed in the future. The Company will be adding 20 new employees in 2016, increasing to 70 employees by year three. We will be investing $850,000 in new equipment and building improvements.

We are projecting our Company to reach an annual sales of $23,000,000 by 2021 with employee counts reaching over 200. We intend to be an active participant in the local community and will continue to provide a positive and lasting impact on the Space Coast economy. We are eagerly anticipating the Commission's assistance with our interest in locating in Brevard County through the approval of CROSS-BRANDS MFG. LLC for the Ad Valorem Tax Abatement Program.

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

Ad Valorem Tax Abatement
Job Creation
Distribution Worksheet

Job Title / Description	Number of Jobs	Wage	Anticipated Hire Timeline (by year)
President – CROSS-BRANDS MFG. LLC	1	$60k	7/1/2016
Vice President Marketing	1	$60k	7/1/2016
Vice President Sales	1	$60k	7/1/2016
Sales Director	2	$50k	8/1/2016
Sales Coordinator / Customer Service	1	$35k	9/1/2016
Purchasing Manager – CROSS-BRANDS MFG. LLC	1	$35k	10/1/2016
Director Product Design	1	$35k	7/1/2016
Manufacturing Engineer – CROSS-BRANDS MFG. LLC	1	$35k	7/1/2016
Director Manufacturing – CROSS-BRANDS MFG. LLC	1	$35k	7/1/2016
Mixing Coordinator – CROSS-BRANDS MFG. LLC	1	$35k	9/1/2016
Production Manager – CROSS-BRANDS MFG. LLC	1	$35k	9/1/2016
Production Staff – CROSS-BRANDS MFG. LLC	5	$20k	9/1/2016
Accountant – CROSS-BRANDS MFG. LLC	1	$25k	7/1/2016
Shipping Manager – CROSS-BRANDS MFG. LLC	1	$30k	10/1/2016
Warehouse Staff–CROSS-BRANDS MFG. LLC	1	$25k	9/1/2016
Computer Systems Analyst–CROSS-BRANDS MFG. LLC	1	$25k	1/1/2017
Mixing Assistant – CROSS-BRANDS MFG. LLC	1	$20k	1/1/2017
Production Staff–CROSS-BRANDS MFG.LLC	15	$20k	1/1/2017
Warehouse Staff–CROSS-BRANDS MFG. LLC	2	$20k	2/1/2017
Production Staff–CROSS-BRANDS MFG. LLC	24	$20k	1/1/2018
Warehouse Staff-CROSS-BRANDS MFG. LLC	7	$20k	1/1/2018

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

ECONOMIC IMPACT ANALYSIS

Cross-Brands Manufacturing

City of Cocoa

04/14/16

Overview:

New Job Commitment:	70	Capital Investment:	$2,100,000
Average Annual Wage:	$45,000		

Economic impact from job creation:

Jobs	Net New Wage	Contribution to GDP
70 (Direct)	$3,150,000 (Direct)	$14,283,702 (Direct)
61 (Indirect)	$2,791,907 (Indirect)	$4,573,558 (Indirect)
32 (Induced)	$1,154,548 (Induced)	$2,153,149 (Induced)
163 TOTAL	$7,096,455 TOTAL	$21,010,408 TOTAL

- For every employment position created by Cross-Brands Manufacturing approximately 1.33 additional jobs will be developed to support the operation of the facility.

- For every payroll dollar paid to Cross-Brands Manufacturing approximately $1.25 will be generated for consumer spending.

City Tax Impact

Years 1-10		Annual Taxes on Construction
Projected Tax Assessed	$	5,979.00
Potential Abatement (at 100%)	$	5,979.00
		Annual Taxes on Personal Property
Projected Tax Assessed	$	4,065.72
Potential Abatement (at 100%)	$	4,065.72

Years 11+: Company will be assessed for 100% of tax liability

Tax Millage Code – 15D0 NAICS – 325620 IMPLAN Sector – 182

Analysis based on information supplied by Cross-Brands Manufacturing - April 2016

Economic impact calculations furnished by EDC Research Office, using IMPLAN Professional 3.0 (www.IMPLAN.com).

Abatement & millage numbers are estimates; all final numbers determined solely by the Brevard County Property Appraiser's Office and the City of Cocoa.

**Subject to City of Cocoa's Ad Valorem Tax Abatement Program Guidelines.*

Project Citizen Kane

Jobs	60 FTE			
Wages	$45,000			
Cap Inv	$2,100,000	$1,680,000.00	$10,044.72	$7,864.75
		80% City		County

City of Cocoa (Millage Rate 5.9790)		
Year	**Percent**	**Abatement**
1	70%	7,031
2	70%	7,031
3	70%	7,031
4	70%	7,031
5	60%	6,027
6	50%	5,022
7	40%	4,018
8	0%	0
9	0%	0
10	0%	0
TOTAL		**43,192**
EDI Fund		
Jobs	$300/60 FTE	18,000
Utilities		
TOTAL		
TOTAL		**$61,192**

Brevard County (Millage Rate 4.6814)		
Year	**Percent**	**Abatement**
1	60%	4,719
2	60%	4,719
3	60%	4,719
4	60%	4,719
5	60%	4,719
6	60%	4,719
7	0%	0
8	0%	0
9	0%	0
10	0%	0
TOTAL		**28,313**
TOTAL		**$28,313**

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

City of Cocoa Ad Valorem Tax Exemption
Scoring Sheet

Business Name: Cross Brands Manufactoring, LLC

Number of New Employees	Points	Existing Business Expansion Option
10-20	3	25% Increase in Employees
21-60	6 ✓	50% Increase in Employees
61-99	9	75% Increase in Employees
100 and up	10	100% Increase in Employees

Average Annual Wage	Points
Below Average	0
Average ($33,411)*	4
25% Above Average ($41,764)	7 ✓
50% Above Average ($50,117)	9
100% Above Average ($66,822)	10

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,000 - $ 4,000,000	2 ✓
$ 4,000,000 - $ 7,000,000	3
$ 7,000,000 - $10,000,000	4
$10,000,000 and up	5

Special District	Points
Enterprise Zone, Brownfield, HUBZone	1

Total Points** 15

Certified By: _____ 4/19/16
City Staff Member Date

* The Average Annual Wage is determined by the average wage of the city of Cocoa. This figure shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

Program Guidelines

Total Points	Percentage of Exemption by Year	Length of Exemption
11 - 13 points**	Years 1 through 3: 60% Year 4: 50% Year 5: 40% Year 6: 30%	6 years
14 - 16	Years 1 through 4: 70% Year 5: 60% Year 6: 50% Year 7: 40%	7 years ✓ TOTAL est abatement 43,192
17 - 19	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50%	8 years
20 - 22	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40%	9 years
23 - 25	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40% Year 10: 30%	10 years

** Minimum of 11 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

The City Council reserves the right to vary the ad valorem incentives for certain target industries and businesses deemed critical for the future economic development of the City. In addition, for such targeted industries and businesses, the City Council may consider other economic incentives, such as an ad valorem reimbursement grant incentive, in accordance with the City's home rule and statutory economic development powers. Ad Valorem Abatement or reimbursement grants for such target industries and businesses will be derived on a negotiated schedule and may include such factors as occupied existing business space, development of new business space, capital improvements made, number of jobs created, annual wages, number of relocated jobs, and number of local residents hired.

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

Economic Development Incentive Fund
Scoring Sheet

Business Name: Cross Brands Manufacturing, LLC

Number of New Employees	Points	Existing Business Expansion Option
10 - 20	4	25% Increase in Employees
21 - 50	5	50% Increase in Employees
51 - 100	6 ✓	75% Increase in Employees
101 and up	7	100% Increase in Employees

Average Annual Wage	Points
Below Living Wage	0
Living Wage ($28,766)*	5
City Average Wage ($33,411)**	6
State Average Wage ($41,375)***	8 ✓

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,001 - $ 4,000,000	2 ✓
$ 4,000,001 and up	3

Special District	Points
Enterprise Zone, Brownfield	1

Total Points+ [16]

Certified By: _____ City Staff Member

4/19/2016 Date

* The Living Wage shall be updated every other year as provided by CareerSource Brevard.

** The average annual wage of the City of Cocoa shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

*** The State of Florida annual average wage shall be updated at the beginning of each calendar year as provided by Enterprise Florida, Inc.

Scoring

Total Points	Incentive
10 - 13	$100 per job
14 - 16	$300 per job ✓
17 - 19	$500 per job

+ Minimum of 10 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

RESOLUTION NO. 2014- 019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A GENERAL ECONOMIC INCENTIVE GRANT PROGRAM FOR NEW AND EXPANDING BUSINESSES LOCATED WITHIN THE CITY OF COCOA; MAKING LEGISLATIVE FINDINGS OF PUBLIC PURPOSE; PROVIDING FOR ELIGIBILITY AND GRANT REQUIREMENTS; PROVIDING APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(b) also expressly provides that a municipality may expend public funds to attract and retain business enterprises and the use of such funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, the City is also vested with broad municipal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution which would include the power to provide economic incentives to businesses to locate and expand with the City of Cocoa

WHEREAS, the City Council of the City of Cocoa, Florida has established a strategic priority to pursue economic development and diversification of the City's tax base to facilitate job creation; and

WHEREAS, in furtherance of this strategic priority, the City Council has determined that offering economic development incentives encourages new businesses to locate and existing businesses to expand within the City of Cocoa creates new employment opportunities for the residents of the City; and

WHEREAS, the City desires to stimulate economic growth by recruiting and attracting new businesses to locate within the City of Cocoa and by encouraging existing businesses with the City to expand; and

WHEREAS, the creation of new employment opportunities and the increased tax revenues generated from new and expanded businesses are beneficial to the local economy; and

WHEREAS, the City Council finds and declares that it is in the public's best interest to award economic development incentives to new and expanding small businesses within the City of Cocoa as part of the overall strategic economic development policy of the City; and

WHEREAS, the intent and purpose of this Resolution is to establish a general Economic Incentive Program for the City of Cocoa, which will authorize the City to provide economic financial incentives to eligible new and expanding businesses within the City of Cocoa; and

WHEREAS, the objective of the General Economic Incentive Program is to encourage certain new businesses to locate within the City of Cocoa and to encourage certain existing businesses within the City of Cocoa to expand their business operations for purposes of enhancing the economy of the City and to create new job and business opportunities for the residents and businesses of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

Section 1. Recitals; Title. The foregoing recitals are affirmed and incorporated as part of this Resolution as legislative findings of the City Council of Cocoa. Upon adoption, this Resolution may be referred to as the "City of Cocoa Economic incentive Program (hereinafter sometimes referred to as the "EIP")."

Section 2. Adoption of Guidelines and Procedures. The City Council hereby adopts the following guidelines and procedures for the EIP as follows:

I. Eligibility. A new business and an existing business with expansion plans shall be eligible for an economic incentive under this Resolution; provided, however, the business satisfies the following criteria:

a. To qualify as a "New Business," the business must not be currently operating within the City of Cocoa (including any subsidiary or parent company thereof) and must meet all of the following factors:

1. The business establishes at least 10 or more new jobs to employ 10 or more full-time equivalent employees in the City within the first year of commencing operations within the City, provided the new jobs have an average annual salary of not less than the lower living wage of Brevard County.

2. The business qualifies as a "target industry business" as defined by s. 288.106(2)(q), Florida Statutes. The following businesses are expressly not eligible for a grant under this Resolution: property management or leasing companies; home occupation; sexually oriented business, vehicle sales, repair, services and storage; vehicle or other fuel sales; check cashing stores; convenience stores; liquor or package store; tattoo establishment; pawn shop; flea market; car wash; title loan business; bar or club; tobacco related business; bail bonds; or any use prohibited by the City Code.

3. The business will invest at least $250,000 in land, building, or equipment purchases within the first year of commencing operations within the City.

Notwithstanding the aforesaid, the City reserves the right, on a case-by-case basis, to consider the eligibility of other businesses that the City deems a high value economic development project that will create a significant and positive economic impact on the City.

b. For an existing business to qualify, the existing business must have plans to expand business operations within the City of Cocoa by or through the acquisition of real property or capital infrastructure improvements and the business must meet all of the following factors:

1. The expansion directly results in the creation of at least 10 or more new jobs to employ 10 or more full-time equivalent employees in the City within the first year of completing the expansion of business operations, provided the new jobs have an average annual salary of not less than the lower living wage of Brevard County.

2. The business qualifies as a "target industry business" as defined by s. 288.106(2)(q), Florida Statutes.

3. The expansion must commence within 12 months of the date that the grant application is submitted to the City and be completed no later than 12 months from the date that the expansion commences unless less time is required by Grant Agreement.

4. The expansion includes a minimum investment of at least $250,000 in land, building, or equipment purchases.

For purposes of this Section I, the term "jobs" shall have the same meaning as the same definition set forth in s. 288.106(2)(i), Florida Statutes.

II. Eligible Grant Amounts. If a business is eligible for consideration of a grant under this Resolution, the maximum total grant potentially available shall be $100,000, provided that a maximum $50,000 is available as a general grant from the City's general fund economic development budget allocation and a maximum $50,000 is available as a utility improvement grant from the City's utility fund economic development budget allocation. Once a business receives the maximum grant amount in total or from either fund the business shall no longer be eligible for grant funding above the total or fund maximum amount stated in this Resolution, whichever may be the case.

III. Minimum Funding Requirements. Grant awards under this Resolution shall be on a reimbursement basis and shall be subject to the following minimum requirements:

a. All grant awards shall be subject to a written agreement between the City and the grant recipient ("Grant Agreement"). The Grant Agreement shall be in a form approved by the

City Attorney and City Manager. Grant Agreements shall not be binding upon the City unless the written agreement is approved by the City Council and executed by the City Manager or Mayor in a manner consistent with the requirements of this Resolution. Oral representations made by any City official regarding the EIP shall be nonbinding upon the City.

b. General fund economic development grant funds provided under this Resolution shall be on a reimbursement basis and shall be used only for the following limited expenditures: (i) building or capital improvements to the business location with the City of Cocoa, provided such improvements are subject to ad valorem or tangible property taxes; (ii) the acquisition of real property on which a new building or expansion of existing building will be constructed; (iii) relocation expenses of existing employees that will fill the new jobs that will be relocated to the City of Cocoa; and (iv) City development permit fees including impact fees, building permit fees, zoning permit fees, and business tax receipts.

c. Utility fund economic development grant funds provided under this Resolution shall be on a reimbursement basis and shall be used only for water, sewer, stormwater, and reclaimed water utility related on-site or off-site capital improvements.

d. Building and capital improvements covered by the Grant Agreement must comply with applicable laws and shall only be reimbursed if the City certifies that the improvements have been completed by the recipient.

e. Grants for development fee reimbursement shall be paid as a credit to offset the development payment fee balance owed the City. If the credit is insufficient to cover the entire fee owned the City, the credit will be applied at such time the fee is deemed owed pursuant to City policy and the recipient has fully paid any remaining balance owned the City on the subject fee.

f. The grant provided under this Resolution shall be based solely on out-of-pocket costs incurred by the recipient and shall not include any in-kind contributions or internal work performed by the recipient and recipient's employees.

g. Before any reimbursement is made by the City, the City's Office of Economic Development must confirm and verify that the recipient has fully completed and paid for the expenditures authorized to be reimbursed by the Grant Agreement. Verification shall require that, at a minimum, the recipient has provided to the City copies of all applicable receipts, invoices, payment documentation, and completion certificates.

IV. Application Requirements.

a. Completed grant applications will be processed on a first come, first served basis. Completed grant applications shall be submitted to the Office of Economic Development for the City of Cocoa, 65 Stone Street, Cocoa, FL 32922 on a form approved by the City Manager and shall be accompanied with the following minimum information, if applicable:

1. The legal name of the business and a brief description of the purpose of the business.
2. Copy of certificate of good standing issued by the State of Florida evidencing the business is authorized to do business in the State.
3. The federal employer identification number and, if applicable, state sales tax registration number.
4. The location of the business or proposed permanent location of the applicant's business at which the project is to be located.
5. Whether the business is or will be located with an enterprise zone or brownfield area within the City of Cocoa.
6. The primary business contact for the duly authorized representative of the business.
7. A description of the type of business activity or product covered by the project, including a minimum of a five-digit NAICS code for all activities included in the project.
8. The proposed number of new jobs (full-time and part-time) that are committed to be created and related job descriptions, wages to be paid, and a timeframe for hiring.
9. The average annual wage committed to be paid.
10. The anticipated date operations will commence.
11. If an expanding business, number of current jobs being retained.
12. The amount and brief description of capital investment committed to be made.
13. A brief description of utility impacts, connections, or extensions within the City.
14. A brief statement explaining the role that the anticipated incentives will play in the decision of the applicant to locate or expand in the City, and the desired use of the incentives provided by the City.

b. Incomplete and ineligible applications will not be processed by the City. If an application is deemed incomplete or the City requires additional information in order to process the application, the applicant will be notified and afforded an opportunity to correct the

deficiency and provide additional information. Once the City staff determines and application is complete and eligible for potential grant funding, the following will occur:

1. City staff shall review the application according to the criteria and requirements established under this Resolution and provide a written recommendation to the City Council in the form of an Agenda Item. City staff is authorized to establish scoring criteria and sheet for purposes of formulating their recommendation and said criteria shall weigh applications more favorably based on the number of jobs created, the total amount of capital investment to be undertaken by the recipient, the average annual wage of the new jobs, and whether the business is located or will be located within the City's enterprise zone or brownfields area. Preference may be given to businesses that are or will be located within a City enterprise zone or brownfield designated area.

2. City staff, with the assistance of the City Attorney, will prepare a draft Grant Agreement for the City Council's consideration if the staff recommendation is to approve the grant application.

3. City Council shall not be bound by City staff's recommendation. City Council, in its sole discretion, consider the recommendation of City staff and any proposed Grant Agreement and either approve, approve with modifications, or deny the application by majority vote, and determine whether any funds will be made available to the applicant. No precedent shall be implied or inferred by any decision of the City Council pursuant to this Resolution.

V. Minimum Grant Agreement Performance Conditions. All Grant Agreements approved under this Resolution shall require the grant recipient to maintain the new business or expansion of an existing business in accordance with the eligibility requirements set forth in Section I of this Resolution for a specific duration of time commensurate with the amount and timing of the grant provided by the City, provided the duration shall not be less than two (2) years. Further, the Grant Agreement shall require the recipient to submit an annual report to the City evidencing compliance with the terms and conditions of the Agreement. The report shall be received by Council no later than January 31 of each year for the fiscal year that begins on October 1 following the January 31 report submission date. In addition, the Grant Agreement shall provide that the City shall have the right to rescind the Grant Agreement and demand an immediate refund of any grant funds provided by the City if the recipient fails to comply with any material terms of condition set forth in the Grant Agreement.

VI. Supplemental Incentives; Appropriations. Any grant award approved under this Resolution shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds to the EIP. Any and all such appropriations shall be made at the sole discretion of the City Council.

Section 3. State Reporting Requirements. Pursuant to Section 166.021(8)(e), Florida Statutes, City staff shall report annually to the State of Florida, Office of Economic and

Demographic Research detailing any economic development incentives in excess of $25,000 given to any business during the City's previous fiscal year. The City's report shall be on a form prescribed by the Office of Economic and Demographic Research

Section 4. Repeal of prior inconsistent resolutions. All prior inconsistent resolutions or any parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability. Should any section or provision of this resolution or any portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective date. This Resolution shall become effective immediately upon its adoption by the City of Cocoa, Florida.

Adopted at a Regular Meeting of the City of Cocoa, Florida, assembled this 11th day of February, 2014.

Henry U. Parrish, III, Mayor

ATTEST:

Joan Clark, City Clerk, CMC

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **CROSS BRANDS MANUFACTURING L.L.C.,** a Florida limited liability company located at 851 Greensboro Road, Cocoa, Florida 32926 ("**Cross Brands**").

RECITALS:

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(b) also expressly provides that a municpality may expend public funds to attract and retain business enterprises and that the use of such funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, the City is also vested with broad municpal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution, which would include the power to provide economic incentives to businesses to locate and expand within the City of Cocoa; and

WHEREAS, the City Council has established a strategic priority to pursue economic development and diversification of the City's tax base to facilitate job creation; and

WHEREAS, Cross Brands is seeking incentives to develop a new business within the City of Cocoa for the manufacturing and distributing of health and beauty care products which would generate approximately $2,100,000 in capital ($1,250,000 in building construction and $850,000 in machinery and equipment); and

WHEREAS, the City desires to provide Cross Brands with certain economic incentives in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders consistent with section 166.021(8), Florida Statutes; and

WHEREAS, Cross Brands intends to increase the number of persons it employs by at least 60 full-time equivalent jobs by December 31, 2020, and that the average annual salary of its employees shall be at least $45,000.00; and

WHEREAS, on May 24, 2016, the City Council approved an Economic Development Incentive (EDI) Fund for Cross Brands in the amount of $300 per new job created, not to exceed $18,000, subject to the terms and conditions herein; and

WHEREAS, by separate action independent of this Agreement, the City Council also approved Ordinance No. 11-2016 on May 24, 2016, granting Cross Brands an ad valorem tax exemption for a term of seven (7) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting six (6) years thereafter, for seventy percent (70%) of the City's ad valorem taxes phased out over the seven year term; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the economic incentives provided by the City to Cross Brands ultimately serve their intended municipal purpose; and

WHEREAS, the City has established terms and conditions herein whereby Cross Brands, by complying with these terms and conditions, can receive the benefits outlined in this Agreement, while the City can fulfill its desire to support local employers, to create jobs and to significantly enhance the prospects of local economic development; and

WHEREAS, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Cocoa; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, and the future expansion of the City's tax base.

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

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

2. **Commitments by Cross Brands**. Cross Brands hereby represents and warrants to the City that it agrees to the following binding commitments:

(a) *Expansion of Facilities; Capital Investment.* Cross Brands agrees to expand its manufacturing operations to an existing structure within the jurisdictional boundaries of the City of Cocoa. In furtherance of said expansion, Cross Brands agrees to make a fixed capital investment of not less than $3,150,000.00 in new construction and tangible personal property prior to December 31, 2020.

(b) *Business Operations in Cocoa.* Cross Brands agrees to continuously maintain and operate its business operations within the jurisdictional boundaries of the City of Cocoa for a minimum time period equal to, and through, the entire term of this Agreement.

(c) *Employees.* Cross Brands agrees that it shall increase the number of persons it employs by at least 60 by December 31, 2020, and that the average annual salary of its employees shall be at least $45,000.00.

(d) *New Business.* Cross Brands agrees, for purposes of receiving the economic incentives provided to Cross Brands by this Agreement, Cross Brands currently meets the definition of "new business," as that term is defined by section 196.012(14), Florida Statutes. Cross Brands agrees to maintain its qualifications as a "new business" during the entire term of this Agreement.

3. **Economic Development Incentive Grant Award.** The parties acknowledge that the economic development incentive grant award to Cross Brands shall be subject to Resolution 2014-19. Further, the grant award authorized by this Agreement, in accordance with Resolution 2014-19, shall be on a reimbursement basis and shall be subject to the following minimum requirements:

(a) Cross Brands is authorized to receive a grant award from the City in the amount of up to Three-Hundred and No/00 Dollars ($300) per new employee, not to exceed the total sum of Eighteen-Thousand and No/00 Dollars ($18,000.00) ("**Grant Award**"), which Grant Award may only be utilized for the limited expenditures authorized in Resolution 2014-19, attached herto and fully incorporated herein by this reference as **Exhibit "A"**. In no event shall Cross Brands receive Grant Award funds in excess of $18,000.00 under this Agreement, without separate and additonal approval of the City Council.

(b) The Grant Award shall be based solely on out-of-pocket costs incurred by Cross Brands and shall not include any in-kind contributions or internal work performed by the recipient and recipient's employees.

(c) Before any reimbursement is made by the City, the City's Community Service Department must confirm and verify that Cross Brands has fully completed and paid for the expenditures authorized to be reimbursed pursuant to this Grant Agreement. Verification shall require that, at a minimum, Cross Brands will provide the City a complete written accounting of eligible out-of-pocket costs incurred by Cross Brands. The accounting shall include copies of all applicable receipts, invoices, payment documentation, and completion certificates. Within ten (10) City working days of receipt of a complete accounting from Cross Brands, the Community Services Department will evaluate the written accounting and determine whether Cross Brands has fully satisfied the applicable reimbursement provisions of this Agreement and the eligible out-of-pocket costs as required by this Agreement. If the Community Services Department verifies that the reimbursement provisions have been satisfied and that the out-of-pocket costs are eligible for reimbursement, the City will promptly provide written notice to Cross Brands that verification has been determined and the Grant Award, or applicable portion thereof, will be made within thirty (30) days of said notice. In the event the Community Services Department cannot make such verification, based on the accounting provided by Cross Brands, the City will provide written notice to Cross Brands of such determination and Cross Brands will be provided additional time to make the verification required to support the Grant Award authorized by this Agreement.

(d) The City shall have the right to rescind this Grant Agreement and demand an immediate refund of any Grant Award provided by the City if Cross Brands fails to comply with any material terms or condition set forth in this Grant Agreement.

(e) This Agreement is subject to all of the terms and conditions set forth in Resolution 2014-19, whether or not any such term or condition is explictly referred to herein.

4. **Annual Reports.** Cross Brands shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing

evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of "new business" as set forth in section 196.012(14), Florida Statutes, until Cross Brands meets all of its obligations under this Agreement. The annual report shall be provided to the City no later than January 31 of each year. Cross Brands shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether Cross Brands is complying with the terms and conditions of this Agreement.

5. **Supplemental Incentives; Appropriations.** The Grant Award shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds except as specifically authorized herein. Any and all such appropriations are made at the sole discretion of the City Council.

6. **Compliance with Laws.** Cross Brands shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Cocoa.

7. **Work is a Private Undertaking.** With regard to Cross Brands' business operation and compliance with applicable laws, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Cross Brands is such that the Cross Brands is an independent contractor and not an agent of the City, and that this is not a business partnership or joint venture agreement. Cross Brands and its contractors, partners, agents, and employees are independent contractors and not employees of the City, and Cross Brands shall be in complete control over its business operations. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and Cross Brands, its contractors, partners, employees, or agents, under this Agreement.

8. **Compliance Monitoring.** Cross Brands agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that Cross Brands' implementation of its obligations to the City set forth in this Agreement are in furtherance of the municipal purposes declared by the City herein.

9. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto. Unless this Agreement is terminated sooner by Cross Brands or the City pursuant to this Section, this Agreement shall remain binding and in effect until such time that Cross Brands has completed all of its obligations under this Agreement to the complete satisfaction of the City and Cross Brands has received its last annual ad valorem tax exemption pursuant to City Ordinance No. 11-2016. Upon such occurrence, this Agreement shall be deemed terminated and the parties will no longer have any rights, obligations or responsibilities under this Agreement.

(b) *Termination by City.* The City shall have the right to terminate this Agreement for cause including, but not limited to, on the basis of the following reasons: (1) Cross Brands has defaulted upon any material term or condition of this Agreement especially,

without limitation, the commitments made by Cross Brands which are set forth in Section 2 of this Agreement; (2) Cross Brands intentionally ceases operations of the operation of its business at the expansion site within the City during the Term of this Agreement; (3) Cross Brands is declared bankrupt or insolvent; (4) Cross Brands adopts a plan or resolution of liquidation of Cross Brands or sells substantially all of its assets; (5) Cross Brands engages in fraud or misleading annual reporting under Section 4 of this Agreement against the City; (6) Cross Brands engages in fraud or misleading accounting under the verification procedure set forth in Section 3(c) of this Agreement against the City; (7) any of Cross Brands' representations and warranties set forth in this Agreement are materially untrue at any time during the Term; (8) if a receiver or trustee is appointed on behalf of Cross Brands for purposes of taking control of the business expansion site with the City or substantially all of Cross Brands' assets within the City; (9) the business expansion site in the City or said assets are judicially seized for any reason, and possession of the business expansion site or said assets are not released to Cross Brands within ninety (90) days; or (10) Cross Brands engages in any criminal activities related to securing the approval of this Agreement from the City or related to Cross Brands' performance of the terms and conditions set forth in this Agreement.

(c) *Termination by Cross Brands.* Cross Brands may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

(d) *Notice; Opportunity to Cure.* Prior to exercising its right to terminate this Agreement, the terminating party shall provide written notice to the non-terminating party setting forth the reason for termination and providing the non-terminating party 15 days from receipt of the notice to cure the alleged breach. If the alleged breach is not cured within said time period, this Agreement shall be deemed terminated, except with respect to any provision that affords a remedy in the event of a breach and any provision that expressly survives termination.

(e) *Remedies.* In the event of Cross Brands' breach of this Agreement, the City shall have the right to revoke the economic development incentives and to demand an immediate refund, in full, of the Grant Award provided to Cross Brands pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Cross Brands in writing regarding the revocation of the economic development incentives and such notice shall set forth the total sum due and owing to the City ("Refund Notice"). Cross Brands shall reimburse the City within 30 days from Cross Brands' receipt of the Refund Notice. Should Cross Brands fail to reimburse the City within 30 days of receipt of the Refund Notice, the City shall be entitled to recover the refund due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said taxes through all appellate proceedings. Moreover, the City shall have the right to recover the Grant Award through any and all available legal means, including, but not limited to, bringing an action in a state or federal court.

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

11. **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

12. **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

13. **Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorneys' fees and costs in furtherance of this Agreement.

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

15. **Waiver.** No failure to insist on the prompt performance by Cross Brands of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of Cross Brands's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

16. **Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

To CITY:	w/copy to:
John A. Titkanich, AICP Cocoa City Manager 65 Stone Street Cocoa, FL 32922	Anthony A. Garganese, City Attorney Garganese, Weiss & D'Agresta, P.A. P.O. Box 2873 Orlando, FL 32802-2873

To CROSS BRANDS:

Cross Brands Manufacturing, L.L.C.
Attn: GENERAL COUNSEL
851 Greensboro Road
Cocoa, Florida 32926
Telephone: _____
Fax: _____

Such notice, request or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that a copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Section; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

17. **Indemnification and Hold Harmless**. Cross Brands shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Cross Brands, its agents, servants, officers, officials, employees, or subcontractors.

Cross Brands acknowledges the broad nature of the indemnification provided in this Section and further acknowledges that the City would not have entered into this Agreement without the inclusion of this indemnification and voluntarily makes this covenant and expressly acknowledges receipt of good and valuable consideration provided by the City in support of this indemnification clause. Notwithstanding, this indemnification clause shall not be interpreted as obligating Cross Brands to indemnify the City for events arising solely from the acts or omissions of the City and its officials, employees and agents.

18. **Assignment.** This Agreement shall not be assigned or transferred by Cross Brands without the prior written consent of the City Council of Cocoa at its sole discretion at a duly held public meeting.

19. **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

20. **Conflict of Interest.** Cross Brands represents and warrants, and this Agreement is being made by the City in reliance thereon, that Cross Brands and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to

any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

21. **Representations of Cross Brands.** Cross Brands represents to the City that (i) Cross Brands is duly authorized to conduct business in Florida; (ii) Cross Brands has the authority to enter into this Agreement and to perform the requirements of this Agreement; (iii) to Cross Brands's best knowledge, Cross Brands's performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to Cross Brands's best knowledge, Cross Brands's performance under this Agreement shall not result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) Cross Brands shall have sufficient capital to perform its obligations under this Agreement; and (vi) Cross Brands does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

22. **Cross Brands's Continuing Disclosure Requirement.** Cross Brands must promptly notify the City of any developments that materially and adversely impact this Agreement and Cross Brands's obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.

23. **No Delegation of Police Power; Governmental Authority.** Cross Brands shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Cross Brands. The parties also specifically acknowledge and agree that this Agreement shall not limit or restrict the City's discretion in the exercise of its legislative, quasi-judicial, executive, governmental or police powers regarding the contents of any permit applications filed by Cross Brands with the City, and that the City does not guarantee any particular result for Cross Brands in connection with its applications for permits. The parties also acknowledge that all governmental actions to be taken by the City and its City Council, officials, employees, and boards shall be in conformance with applicable laws and ordinances with no guarantees or agreement by the City as to any particular recommendation or approval. Further, nothing in this Agreement shall be construed to waive or limit the City's governmental authority as a municipality to regulate Cross Brands or its operations.

24. **Time.** Time is of the essence of this Agreement and every term and provision of this Agreement.

25. **Cash Incentive Pledge; Taxing Power of the City.** The Grant Award required by Section 3 of this Agreement is being pledged by the City solely from the City's current assigned fund balance for economic development catalyst projects. During the term of this Agreement, Eighteen Thousand Dollars ($18,000.00) will be reserved by the City for purposes of paying Cross Brands the Grant Award pursuant to and conditioned upon the terms and conditions of this Agreement ("Pledged Fund"). This Agreement shall not be or constitute general

obligations or indebtedness of the City as "bonds" within the meaning of any constitutional or statutory provision, but shall be considered an economic incentive payable solely from the Pledged Fund in the manner and to the extent provided by this Agreement. Neither the full faith and credit of the City or any agency thereof is pledged to the payment of the Grant Award or any other economic incentive required by the City under the terms and conditions of this Agreement. No person or entity, including but not limited to, Cross Brands shall ever have the right to compel the exercise of any ad valorem taxing power by the City or agency thereof to pay the Grant Award or any other economic incentive offered by the City, or be entitled to payment of such Grant Award or any other such economic incentive from any money of the City or agency thereof except from the Pledged Fund in a manner and to the extent required by this Agreement. The Grant Award obligation or any other economic incentive offered by the City under this Agreement shall not constitute a lien upon any property or facility of the City.

26. **Limitations on Liability.** Unless otherwise expressly provided in this Agreement, the following limitations on liability shall apply in addition to any other limitations expressly stated herein:

(a) In no event shall Cross Brands be entitled to pursue an action for damages against the City for sums in excess of the amount of the Grant Award. The City's monetary liabilities shall in all instances be limited to the unpaid portion of the Grant Award hereunder.

(b) Except as expressly set forth herein, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO.

(c) NO PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY RIGHTS GRANTED HEREUNDER.

27. **Survival.** The obligations arising under Sections 3(d) regarding a Grant Refund, 17, 26 and any other provision limiting the City's liability under this Agreement shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses, costs, damages, fines and penalties of every kind and character or incurred or suffered by either party based upon events arising prior to the date of expiration or termination of this Agreement.

(Signature Page Follows)

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

The City of Cocoa,
a Florida municipal corporation.

ATTEST:

_____
John A. Titkanich, City Manager

_____
Carie Shealy, City Clerk

Date:_____

CROSS BRANDS, a Florida limited liability company.

_____
Name:_____
Title:_____

Date: _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **_____, _____** of **CROSS BRANDS**, a Florida limited liability company, who is [___] personally known to me or [___] has produced _____ as identification.

_____
Notary Public - State of _____

_____
Printed Name
My Commission Expires: _____

Legislation Details (With Text)

File #:	16-206	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	5/11/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve a Resolution adjusting the FY 2016 Budget, based on the Mid-Year Budget Review. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2016-52.pdf BAF-CM-Council Health (5-24-16) Agenda 16-206.pdf BAF-PD-Police Mid Year Analysis (5-24-16) Agenda 16-206.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2016
Agenda Date: May 24, 2016
Prepared By: Lora Howell, Deputy Finance Director
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve a Resolution adjusting the FY 2016 Budget, based on the Mid-Year Budget Review.

BACKGROUND:

On September 22, 2015, the City Council adopted the Fiscal Year 2016 Budget.

During the Month of May 2016, The Finance Department performed the mid-year budget review, including wage and benefit accounts. This analysis projected several wage and benefit accounts will have negative balances by the end of the fiscal year. It was anticipated during the budgeting process that several of the Police Departments long time tenured employees would either retire or enter the DROP Program during the fiscal year.

With the understanding that most of the retirement transactions would occur during the first half of the year and that a mid-year budget review would be performed, the decision was made to adjust the budget during the mid-year review to allow for a more accurate projection of the necessary funds needed to cover the accrual payouts for these retirements.. In addition to the budget adjustment for accrual payouts, some changes in benefit elections are being addressed in the budget adjustment as well. The Finance Department will perform an end-of-year budget review on all accounts in the 4th Quarter.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes (2)

The funding is from other line items within the budget. See attached.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution adjusting the FY 2016 Budget, based on the Mid-Year Budget Review.

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RESOLUTION NO. 2016-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 04/29/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 925)	001-1600-513.23-00		LIFE/HEALTH INSURANCE	$ 798,223	$ 798,223	$ 797,298	$ 480,533
$ 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
($ 925)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 925	001-1000-511.23-00		LIFE/HEALTH INSURANCE	$ 7,942	$ 7,942	$ 8,867	$ 3,701
$ 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
$ 925	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is required to cover an unexpected increase in the Health Insurance cost to the city council. Agenda #16-206.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/24/16 *RESOLUTION #:* 2016-52

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.

4/29/16	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.04.29 14:13:07 -04'00')	5/12/16	Lea Taylor (Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.05.12 10:23:53 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/11/16	Tammy Gemmati (Digitally signed by Tammy Gemmati DN: cn=Tammy Gemmati, o, ou=Administrative Services Director, email=tgemmati@cocoafl.org, c=US Date: 2016.05.11 14:40:28 -04'00')	5/12/16	Lora Howell (Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.05.12 14:23:05 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/11/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 140,596)	001-2100-521.12-00		REGULAR SALARIES & WAGES	$ 3,185,272	$ 3,170,272	$ 3,029,676	$ 1,325,794
($ 8,271)	001-2100-521.24-00		WORKER'S COMPENSATION	$ 220,500	$ 220,500	$ 212,229	$ 89,059
($ 23,862)	001-2101-521.12-00		REGULAR SALARIES & WAGES	$ 723,371	$ 722,281	$ 698,419	$ 335,447
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 172,729)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 140,596	001-2100-521.12-12		ACCRUAL PAYOUTS	$ 0	$ 0	$ 140,596	$ 5
$ 22,870	001-2100-521.15-00		SPECIAL PAY	$ 86,226	$ 86,226	$ 109,096	$ 46,157
$ 5,601	001-2100-521.22-00		RETIREMENT CONTRIBUTIONS	$ 15,029	$ 15,029	$ 20,630	$ 8,235
$ 2,670	001-2100-521.27-00		CAFETERIA PLAN	$ 28,800	$ 28,800	$ 31,470	$ 14,540
$ 992	001-2101-521.12-12		ACCRUAL PAYOUTS	$ 0	$ 1,090	$ 2,082	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 172,729	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover payroll cost estimated throughout the remainder of the fiscal year based on the Mid-Year Payroll Analysis. These accounts will be reevaluated in the 4th quarter of the fiscal year. Agenda 16-206

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* (○) *DATE APPROVED:* 05/24/16 *RESOLUTION #:* 2016-52

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.

5/11/16 Lea Taylor (Digitally signed by Lea Taylor)	5/13/16 Lea Taylor (Digitally signed by Lea Taylor)	
Date — Requestor's Signature	Date — Finance Approval Signature	Date — Finance Director's Signature
5/11/16 Michael Cantaloupe (Digitally signed by Michael Cantaloupe)	5/13/16 Lora Howell (Digitally signed by Lora Howell)	
Date — Department Director's Signature	Date — Deputy Fin. Director's Signature	Date — City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-208	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	5/11/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve an economic cash incentive in the amount of $2,000,000 to be awarded in $500,000 increments upon completion of the specified benchmarks, and authorize the City Manager to finalize and execute an Economic Incentive Agreement consistent with the City Council's authorization. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Economic Incentive App (Wal-Mart Stores East LP).pdf FINAL Walmart Ec Development Incentive Agreement (Clean)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2016
Agenda Date: May 24, 2016
Prepared By: Joan A. Junkala, Economic Development Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve an economic cash incentive in the amount of $2,000,000 to be awarded in $500,000 increments upon completion of the specified benchmarks, and authorize the City Manager to finalize and execute an Economic Incentive Agreement consistent with the City Council's authorization.

BACKGROUND:

Project Citizen Kane, also known as Wal-Mart Stores East, LP, is considering developing a 460,000 SF refrigerated warehouse and distribution facility in Cocoa. Wal-Mart is considering the purchase of approximately 132 acres of the 270 acres owned by Canaveral Port Authority generally located southeast of Interstate 95 and State Road 524. The company plans to create 239 new jobs by 2020 with an average wage of $42,421, and invest $96,200,000 in new building construction and equipment.

An Economic Impact Analysis provided by the EDC of Florida's Space Coast indicates that for every one position created by Wal-Mart Stores East, LP, approximately 0.51 additional jobs will be developed to support the operation, resulting in a net new wage of over $7 million. The analysis also predicts that the project will contribute approximately $18.5 million to Gross Domestic Product.

Wal-Mart Stores East, LP has submitted an application for City of Cocoa economic development

incentives. The company is eligible for an Ad Valorem Tax (AVT) Abatement and an Economic Development Incentive (EDI) Fund. City staff evaluated the total eligible incentive (dollar figure) available to this Project as well as identified alternative approaches to awarding the same dollar figure while allowing the City to capture the return on investment (ROI) at a quicker rate than traditional City incentive programs.

Below is a description of two incentive packages considered by staff: 1) Traditional Incentive Package (AVT and EDI Fund), and 2) AVT-Cash Hybrid. After much evaluation, staff is recommending the AVT-Cash Hybrid incentive package, which is estimated to award a slightly lesser incentive ($2,920,288) than the Company's total eligible incentive package ($2,952,892) under the City's typical Economic Development incentive programs.

Traditional Incentive Package:
Wal-Mart Stores East, LP is eligible for an Ad Valorem Tax (AVT) Abatement of 80 percent phased out over a nine (9) year period. Based on the City's current millage rate of 5.9790 and the eligible abatement, the estimate of revenue which would be lost to the City over the eight year period is estimated to be $2,852,892. The traditional AVT abatement for this Project would result in an annual Ad Valorem Tax Revenue to the City of $91,028 for years 1 through 5 and gradually increase for years 6 through 8, and returning to 100 percent Ad Valorem Tax revenue in year 10. In addition to the AVT Abatement, the company also qualifies for the maximum Economic Development Incentive (EDI) Fund of $100,000, which includes the maximum of $50,000 based on job creation plus $50,000 for utilities improvements. The total incentive package for both AVT Abatement and the EDI Fund available to the company is estimated to be $2,952,892.

AVT-Cash Hybrid:
Given that Wal-Mart Stores East, LP is eligible for a total of $2,952,892 under the traditional economic development incentive programs, staff evaluated alternative approaches to awarding the same dollar figure in a manner that would allow the City to recover its Ad Valorem Tax revenue at a quicker rate. The hybrid incentive package includes an ad valorem tax abatement of forty (40) percent for five (5) years totaling approximately $920,288, and an Economic Incentive Agreement in the amount of $2,000,000 cash incentive that would be awarded in $500,000 increments upon completion of the following benchmarks: building permit issuance, completion of site improvements, C.O. issuance, and at the time building operations begin. The total value of the proposed AVT-Cash Hybrid is estimated to be $2,920,288. (The company will forgo the additional $100,000 Economic Development Incentive Fund through acceptance of the proposed Hybrid incentive package.) The AVT-Cash Hybrid would allow the City to recover its annual Ad Valorem Tax revenue quicker over the term of the abatement and would result in an annual Ad Valorem Tax Revenue of $276,085 for years 1 through 5, and returning to 100 percent Ad Valorem Tax revenue in year 6.

STRATEGIC PLAN CONNECTION:

Project Citizen Kane has a direct connection to the Economic Development strategic issue in that it will increase the City's economic position within the Space Coast and allow the City a competitive edge in attracting other like projects that will facilitate additional private capital investment, business, and jobs in Cocoa.

BUDGETARY IMPACT:

The $2 million economic cash incentive is a performance-based incentive to be awarded in $500,000 increments following the successful completion of specified benchmarks. All documentation of performance, per the Economic Incentive Agreement, will be required for submittal and confirmed by the Office of Economic Development prior to the award.

Due to the construction timeframe, no funds are anticipated to be awarded during Fiscal Year 2016. Future budget years expected to be impacted are based on the successful completion of the aforementioned benchmarks, as outlined below.

Fiscal Year 2017 - Total $1,000,000
Building permit issuance - $500,000
Site improvements - $500,000

Fiscal Year 2018 - Total $1,000,000
C.O. issuance - $500,000
Building operations begin - $500,000

PREVIOUS ACTION:

There has been no previous action.

RECOMMENDED MOTION:

Approve an economic cash incentive in the amount of $2,000,000 to be awarded in $500,000 increments upon completion of the specified benchmarks, and authorize the City Manager to finalize and execute an Economic Incentive Agreement consistent with the City Council's authorization t

J. M. MULLIS, INC.

Professional Project Location Specialists

High Priority

CONFIDENTIAL **Email**

Date: Wednesday, April 20, 2016

Memo To: Greg Weiner - Senior Director, Business Development
Julie Roslin - Manager, Business Development
Economic Development Commission of Florida's SpaceCoast

Joan Junkala - Economic Development Manager
City of Cocoa, Office of Economic Development

From: J. Michael Mullis

Subject: Project "Citizen Kane" (Ref. -- Completed Incentive Applications)

Please find attached the completed City and County Incentive Applications for Project "Citizen Kane".

Please feel free to contact Denise or myself if you have any questions.

Thank you.

Mike

:al

cc: Denise Mott

File No.: ActDocs\3112\ltr-040.doc

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

INCENTIVE APPLICATION

GENERAL INFORMATION

Business/Project Name: Project "Citizen Kane"

Property Owner Name: Wal-Mart Stores East, LP

Address: Port Canaveral Logistics Park, Cocoa, Brevard County, FL (Western portion - approx 132 AC) Tax IDS 2407968 & 2407075

Authorized Agent: J.M. Mullis, Inc. Title: _____

Telephone: Mike Mullis (901)734-6994) or Denise Mott (407-920-4626) E-mail: mmullis@jmmullis.com; denisem@jmmullis.com

Address: 3753 Tyndale Drive; Suite 101, Memphis, TN 38125

BUSINESS INFORMATION

Primary business activity: Refrigerated warehousing and distribution

NAICS Code: 49312 Federal Tax I.D. Number: 71-0862119

Is the business located in one or more of the following: ☐ Enterprise Zone ☐ Brownfield

Business Structure: (check one)
☐ Proprietorship ☐ Limited Liability Corporation
X Partnership ☐ Corporation
☐ Other: _____

If a corporation, please indicate the city and state of incorporation: Delaware

Date of incorporation: November 2001

If a subsidiary, name of parent company: Wal-Mart Stores, Inc.

Publicly Traded: WMT (NYSE)

Total number of existing jobs in Cocoa: Full-time: N/A Part-time: N/A

Average Annual Wage of existing employees (excluding benefits): N/A

Are you filing as: X **NEW BUSINESS** □ **BUSINESS EXPANSION**

Total number of new jobs to be created: Full-time: 239 Part-time: _____
(List all detail in Jobs Sheet form) *Jobs created Years 2018, 2019, 2020

Average Annual Wage of new jobs to be created (excluding benefits): $42,421

Amount of investment in new building construction in the first year: $84,200,000

Please explain: Year 1: $20,000,000; Year 2: $64,200,000 – Refrigerated warehouse new construction

Amount of investment in new machinery or equipment in the first year: Year 2: $12,000,000 X .90 = 10,800,000

Please explain: logistics equipment will be installed after construction is complete in year 2
* TOTAL CAP $ 96,200,000 * over 3 Yr Pd: 2016 2017 2018
Anticipated date operations will commence: Q1/Q2 2018

Please indicate which incentive program you are applying for:

X EDI Fund X Ad Valorem Tax Abatement □ Small Business Assistance Program

Please provide a project overview and a detailed explanation of how economic development incentives will increase the business's capability to provide new products/services or increase the overall efficiency of your business.

The current location being considered in Cocoa, Brevard County, has three significant financial issues:

1. Inbound logistics costs for product movements.
2. Very expensive site development costs due to wetlands and subsurface soil conditions.
3. Significant costs from all required offsite road improvements.

SUBMITTAL REQUIREMENTS

1. Proof of ownership, or lease (to include property owners contact information)
2. Site Plan
3. Boundary Survey
4. Copy of Business Tax Receipt issued by the City of Cocoa or written statement certifying that business owner shall make application for, and obtained, a business tax receipt prior to any grant award being paid by the City.
5. Color photographs illustrating current conditions for which improvements are proposed
6. Estimates, quotes, or bids from a certified general contractor for proposed improvements
7. Complete written description of work to be performed, including illustrations or sketches.

Please contact the Office of Economic Development for questions related to this application.

CITY USE ONLY

Economic Development Manager's Analysis:

The company qualifies for 9 yr NVT abatement starting @ 80% and phasing out over the nine years. The company also qualifies for →

$100,000 (Job creation & utilities) EDI Fund. The proposed incentive is anticipated to ~~have~~ total $2.95 million. The City is seeking to offer an AVT-cash hybrid, to include a 40% AVT abatement over 5yrs and an upfront cash incentive of $2M in $500,000 increments. (See Proj. evaluation attached.) Totalling $2.92M.

Community Services Director's Recommendation:

☒ Approve ☐ Deny

Comments: Approve per E.D. Manager analysis

Amount Awarded to applicant if applicable: _____

DATE: 4-25-16 SIGNED: Stan P. Bolch
(Community Services Director)

PROPERTY APPRAISER'S USE ONLY

I. Total revenue available to the City of Cocoa for the current fiscal year from ad valorem tax sources: 4,888,260.92

II. Revenue lost to the City of Cocoa for the current fiscal year by virtue of exemptions previously granted under this section: 7151.72

III. Estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation: 492,490.23

IV. Estimate of the taxable value lost to the City of Cocoa if the exemption applied for were granted: Improvements to real property 11,570,000 Personal Property 10,800,000

V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a New Business [✓], an Expansion of an Existing Business [ ], or Neither [ ].

VI. Last year for which exemption may be applied: Dependent upon the number of years granted by City Council

DATE: 5-2-16 SIGNED: Laurel Kelly
(Property Appraiser)

RETURN TO BE FILED NOT LATER THAN MARCH 1

GENERAL PROJECT OVERVIEW

Walmart Ad Valorem Tax Abatement Executive Summary

Walmart helps people around the world save money and live better – anytime and anywhere -- in retail stores, online, and through their mobile devices. Each week, more than 250 million customers and members visit our 11,500 stores in 28 countries and e-commerce sites in 11 countries. Walmart employs more than 2.2 million associates worldwide with 1.4 million in the U.S. Walmart continues to be a leader in sustainability, corporate philanthropy and employment opportunity. Additional information about Walmart can be found by visiting http://corporate.walmart.com.

The Port Canaveral Logistics Park located in the City of Cocoa, Brevard County, was selected out of a pool of other potential sites throughout Florida and South Georgia due to its skilled labor pool, central location, and access to a growing market.

Walmart is reviewing the feasibility of the construction of approximately 460,000+/- sq. ft. refrigerated warehouse and distribution facility at the southeast corner of Interstate 95 and SR 524 on an approximate 132-acre site located within the Port Canaveral Logistics Park. The Company could potentially employ 100 employees within 12 months, increasing to 239 within 3 years. The Company could invest $84.2 in building construction costs and invest at least $12M+ in new equipment.

The Company has existing distribution facilities in 6 locations throughout Florida. The Ad Valorem Tax Abatement program would be of great benefit due to three significant financial issues-

1. Inbound logistics costs for product movements.

2. Very expensive site development costs (estimated $28M) due to wetlands and subsurface soil conditions.

3. Significant costs from all required offsite road improvements.

APPLICATION*
Public Companies

1. SIGNATURE

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she will read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, shall be complete and accurate and shall contain no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.



Signature — 4/18/2016 Date

LB Johnson
Name

Vice President - Real Estate
Title

Wal-Mart Stores, Inc.
Company

2. BUSINESS INFORMATION

A. Legal name of the Applicant: Wal-Mart Stores East, LP

B. Please provide contact information for the primary contact at the Applicant.

Anita Hargett	Sr. Manager - Tax
Name	*Title*
479-721-1877	anita.hargett@walmart.com
Telephone No.	*Email Address*

2608 SE J Street
Street Address

Bentonville	AR	72716	USA
City	*State*	*Zip Code*	*Country*

C. Name of Ultimate Parent Company (if applicable): Wal-Mart Stores, Inc.

* For an explanation of certain capitalized terms used in this Application, please see Appendix 1.

D. Applicant's or Ultimate Parent Company's (if applicable) ticker symbol: WMT

E. Applicant's Federal Employer Identification Number: 71-0862119

F. Applicant's Reemployment Assistance Number (Formerly Unemployment #): 1597688

G. Applicant's Florida Sales Tax Registration Number (if applicable): 80-8012734733-8

H. Last day of Applicant's fiscal year (e.g., December 31, September 30, etc.): January 31

A. Total number of employees (on a Full-Time Equivalent Job Basis) who are currently employed by the Ultimate Parent Company and its Subsidiaries (including the Applicant) in Florida: ***Note: Employment for all Walmart entities as of 12/31/2015 reported under Wal-Mart Associates, Inc. on the FL Employer's Quarterly Report. Includes full-time, part-time and seasonal employment.*** 105,411

A. Total number of employees (on a Full-Time Equivalent Job Basis) who are currently employed by the Ultimate Parent Company and its Subsidiaries (including the Applicant) worldwide: ***Note: Employment for all Walmart entities worldwide per the 2015 Annual Report. Includes full-time, part-time and seasonal employment.*** 2.2 Million

B. What type of legal entity is the applicant?

C-Corporation	☐	S-Corporation	☐
Limited Liability Company	☐	Partnership	☒

C. Is it presently anticipated that the Applicant will have corporate income tax liability in Florida?[1]

Yes ☒ No ☐

3. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

☐ New business to Florida
☒ Existing Florida business creating and/or retaining jobs[2]

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other Florida locations in connection with the Project (on a Full-Time Equivalent Job Basis), please indicate the number of employees being transferred and from which Florida county?

[1] In most cases, limited liability companies, S corporations, and partnerships will not have corporate income tax liability.
[2] A QTI Tax Refund award cannot be granted for existing Florida jobs.

We do not plan to transfer employees but may have employees in other locations that may want to transfer given the closer proximity to their home or for the promotion potential and/or higher wages.

C. Please describe the Project, including the specific business activity(ies) and functions of the Project:
Walmart is reviewing the feasibility of the construction of an approximately 460,000+/- sq. ft. refrigerated warehouse and distribution facility at the southeast corner of Interstate 95 and SR 524 on an approximate 132-acre site located within the Port Canaveral Logistics Park. The Company could employ 100 employees within 12 months, increasing to 239 within 3 years. The Company could be spending $84.2M in building construction costs and investing at least $12M+ in new equipment.

D. What is the anticipated commencement date of the Project? Operational Q1/Q2 2018

E. Break down of the Project's primary business activity(ies)/job functions and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage ($)
Logistics Management	541614	10%	$74,864
Maintenance Associates	541614	30%	$43,672
Operations/Support Associates	541614	60%	$32,344

F. Please provide the address of the proposed permanent location of the Project:
Southeast corner of Interstate 95 and SR524 within the Port Canaveral Logistics Park
Street Address

City *State* *Zip Code*

G. Will the Project be located in a current or proposed Brownfield Area?
Yes ☐ No ☒
If Yes, does the proposed site have a Brownfield Site Rehabilitation Agreement in place or are you pursuing one?
Yes ☐ No ☒ If yes, identify the site number?
Will the Project be located in a designated Rural Area of Opportunity?
Yes ☐ No ☒ If yes, which area?

Will the Project be located in an Urban area[3]?
Yes ☐ No ☒ If yes, describe?

H. Which of the following best describes the location of the Project:

☐ Regional headquarters — If it is a regional headquarters, what region?
☐ National headquarters
☐ International headquarters

[3] An Urban area may include a Community Redevelopment Area (CRA), Urban Job Tax Credit eligible area, Federal Empowerment Zone, and an Urban Revitalization Area.

☒ Not applicable

I. Please provide an estimate of the percentage of goods or services from the Project that will be sold or delivered to customers outside of Florida:
20-50%% Explain, if necessary: Years 1-3

4. JOB AND WAGE OVERVIEW

A. How many new-to-Florida Full-Time Equivalent Jobs are projected to be created as part of the Project? 239

B. If the Applicant operates in Florida, how many of the Applicant's Full-Time Equivalent Jobs in Florida that would have otherwise moved to another state are projected to be **retained** as part of the Project? N/A

C. What is the projected annualized average wage (excluding benefits) of the **retained** Full-Time Equivalent Jobs in Florida listed in Section 4(B) above (if any)?[4] N/A

D. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Florida jobs created as part of the Project?[5] $42,421

E. What is the projected annualized average cost to the Applicant of benefits for each Full-Time Equivalent Florida Job created and retained as part of the Project? $4,615 (hourly) $9,143 (salary)

F. Please list the benefits that are included in the above calculation (*e.g.*, health insurance, matching 401(k) contributions, etc.)?
Medical health insurance is offered to all full-time associates with the following options:
- Health Reimbursement Account (HRA) Plans
- Health Savings Account (HSA) Plans
- HMO Plans (where available)

In addition, employees are also eligible for dental plans, vision, company-paid life insurance, business travel accident insurance, long-term disability, and the company's 401(k) plan.

G. Does the applicant contract with a third-party company to provide payroll services?
Note: All associates will be paid by a separate entity, Wal-Mart Associates, Inc. Yes ☐ No ☒

5. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.): Walmart is contemplating construction of an approximately 460,000+/- sq. ft. refrigerated warehouse and distribution facility at the southeast corner of Interstate 95 and SR 524 on an approximate 132-acre site located within the Port Canaveral Logistics Park. The Company could spend $84.2M+ in building construction costs and invest at least $12M+ in new equipment, if the project locates.

B. Identify whether the Project will be located in a/an:

[4] All cash payments to the employees (other than reimbursements of business expenses) should be included.
[5] All cash payments to the employees (other than reimbursements of business expenses) should be included.

☐ Leased space with renovations or build out
☒ Newly constructed building(s) on newly acquired land
☐ Newly constructed building(s) on previously acquired land
☐ Newly acquired existing building(s) with renovations
☐ Addition to previously acquired existing building(s)
☐ Other (please describe in 5A above)

C. List the projected capital investment to be made **in** Florida in connection with the Project (by type and year):

Calendar Year :	2016	2017	2018			Total
Land or Building Purchase	$4,000,000	$	$	$	$	$4,000,000
Construction / Renovations	$20,000,000	$54,200,000	$10,000,000	$	$	$84,200,000
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.) Logistics Equipment	$	$6,000,000	$6,000,000	$	$	$12,000,000
Total Capital Investment	$24,000,000	$60,200,000	$16,000,000	$	$	$100,200,000

D. List the projected capital investment to be made **outside** of Florida, for equipment that will be located at the Project location in connection with the Project (by type and year):

Calendar Year :						Total
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$	$	$	$	$	$
Total Capital Investment	$	$	$	$	$	$

E. What is the estimated square footage of the new or expanded facility? ~460,000 Sq. Ft.

6. COMPETITIVE LANDSCAPE

A. What role will the incentive(s) play in the Applicant's decision to locate the Project in Florida?
The Company has existing distribution facilities in 6 locations throughout Florida. Incentives would be of great benefit due to three significant financial issues-

1. Inbound logistics costs for product movements.
2. Very expensive site development costs (estimated at $28M+) due to wetlands and subsurface soil conditions.
3. Significant costs from all required offsite road improvements.

Costs will play an important factor in the location decision, and any incentives that can help to offset the costs will improve the feasibility of the project locating in Florida versus in neighboring Georgia.

B. What other states or countries (**Including the cities**) is the Applicant considering for the Project?
FL – Edgewater, Crescent City; GA – Valdosta

C. What advantages or incentives offered by these locations does the Applicant consider important in its decision?
No cost site; 20-yr property tax reduction package averaging a 50% savings; State Site Prep Grant; State Training package.

D. What advantages or disadvantages offered by the proposed Florida location does the Applicant consider important in its decision?
Advantages - City cash grant and property tax savings package; County property tax savings package; accelerated permitting. Disadvantages – Higher priced real estate and higher operating costs.

E. Indicate any additional internal or external competitive issues impacting the Applicant's decision regarding the Project's location?
Georgia's lower operating costs and better incentive package.

7. DISCLOSURE

A. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction; (b) to the best of the Applicant's knowledge after due inquiry, the subject of any criminal, civil, or regulatory investigation by any law enforcement authority in the State of Florida, or any regulatory body in the State of Florida; or (c) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes ☐ No ☒ If yes, explain?

8. CONFIDENTIALITY

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that Enterprise Florida, Inc. and the Department of Economic Opportunity maintain the confidentiality of all information regarding the Project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.
Please indicate whether the Applicant is requesting confidential treatment of the Project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)
☒ Yes ☐ No

***** PLEASE BE SURE TO ATTACH THE PROPER INCENTIVE ATTACHMENT SHEET(S).*****

APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

AFFILIATE – An entity that is controlled, directly or indirectly, by the ultimate parent entity of such person.

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD Site with a Brownfield Site Rehabilitation Agreement – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company.

DEPARTMENT – The Department of Economic Opportunity.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least $1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 40 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than $1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2012 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

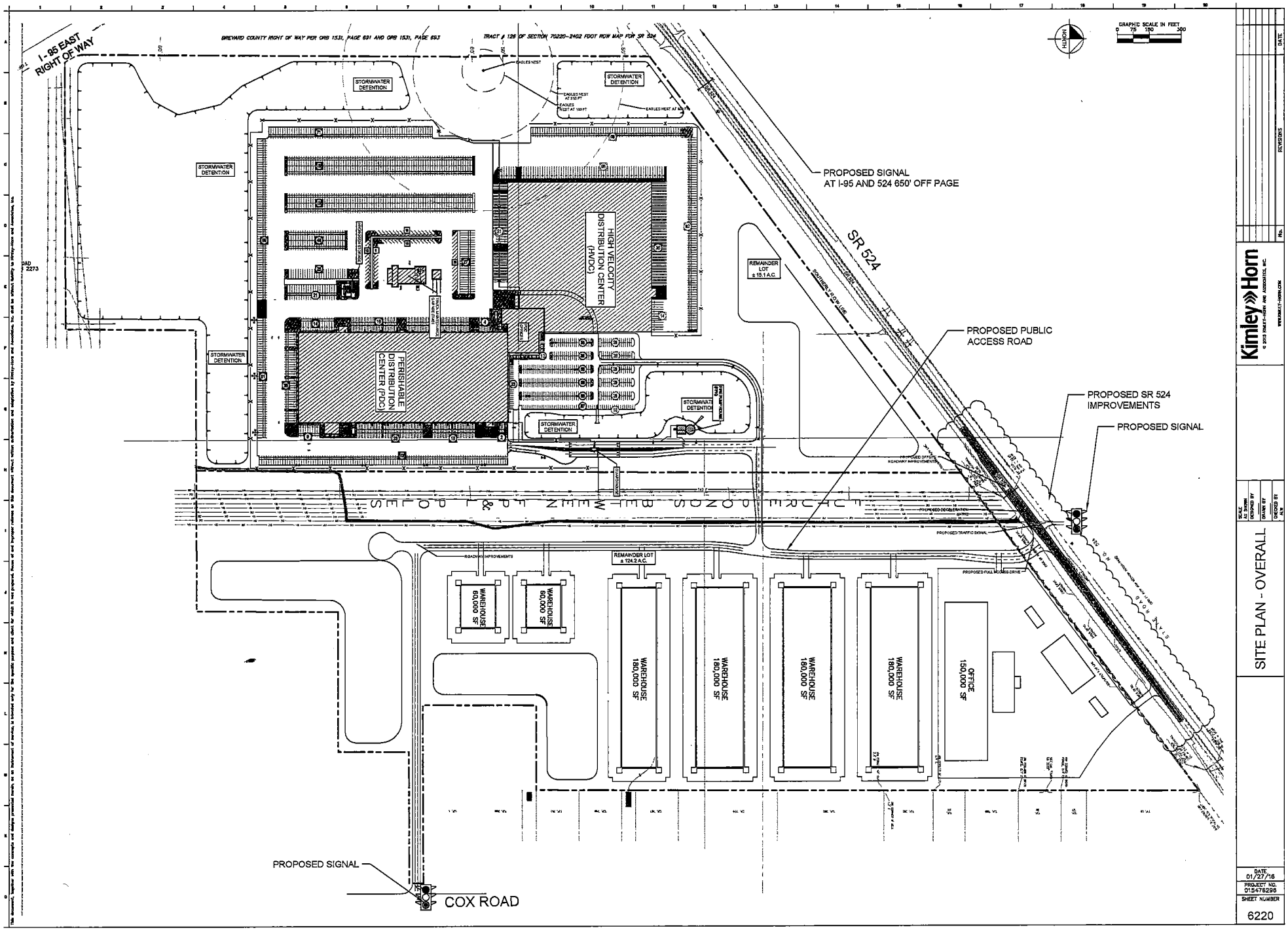
PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

RURAL AREA OF OPPORTUNITY – Has the meaning ascribed to such term in Section 288.0656 of the Florida Statutes.

SUBSIDIARY – An entity that is directly or indirectly controlled by the Applicant or the Ultimate Parent.

ULTIMATE PARENT – An entity that directly or indirectly controls the Applicant, which is not directly or indirectly controlled by any other entity.



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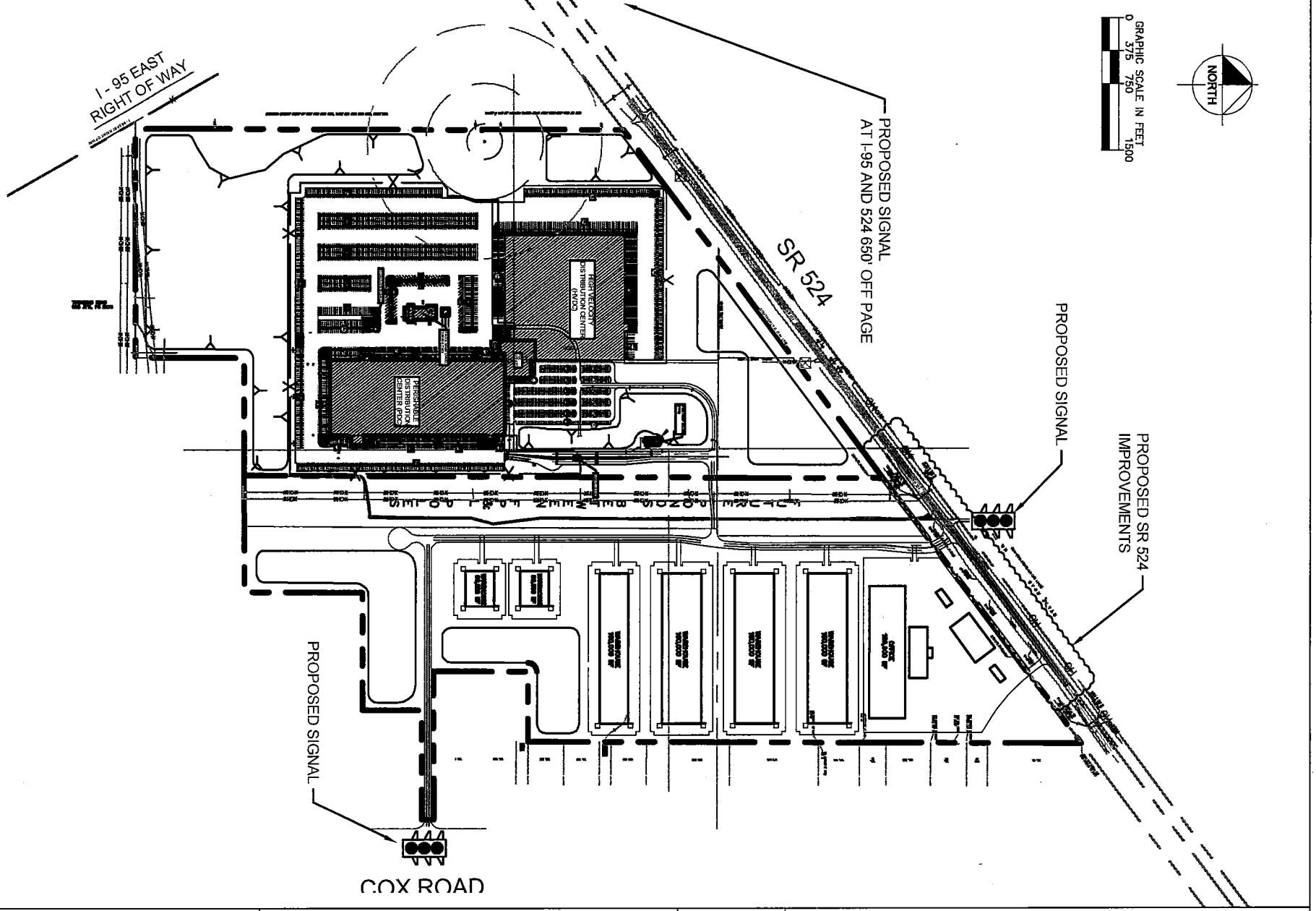
DATE
REVISIONS
No.

SCALE
DESIGNED BY
DRAWN BY
CHECKED BY

SITE PLAN - OVERALL

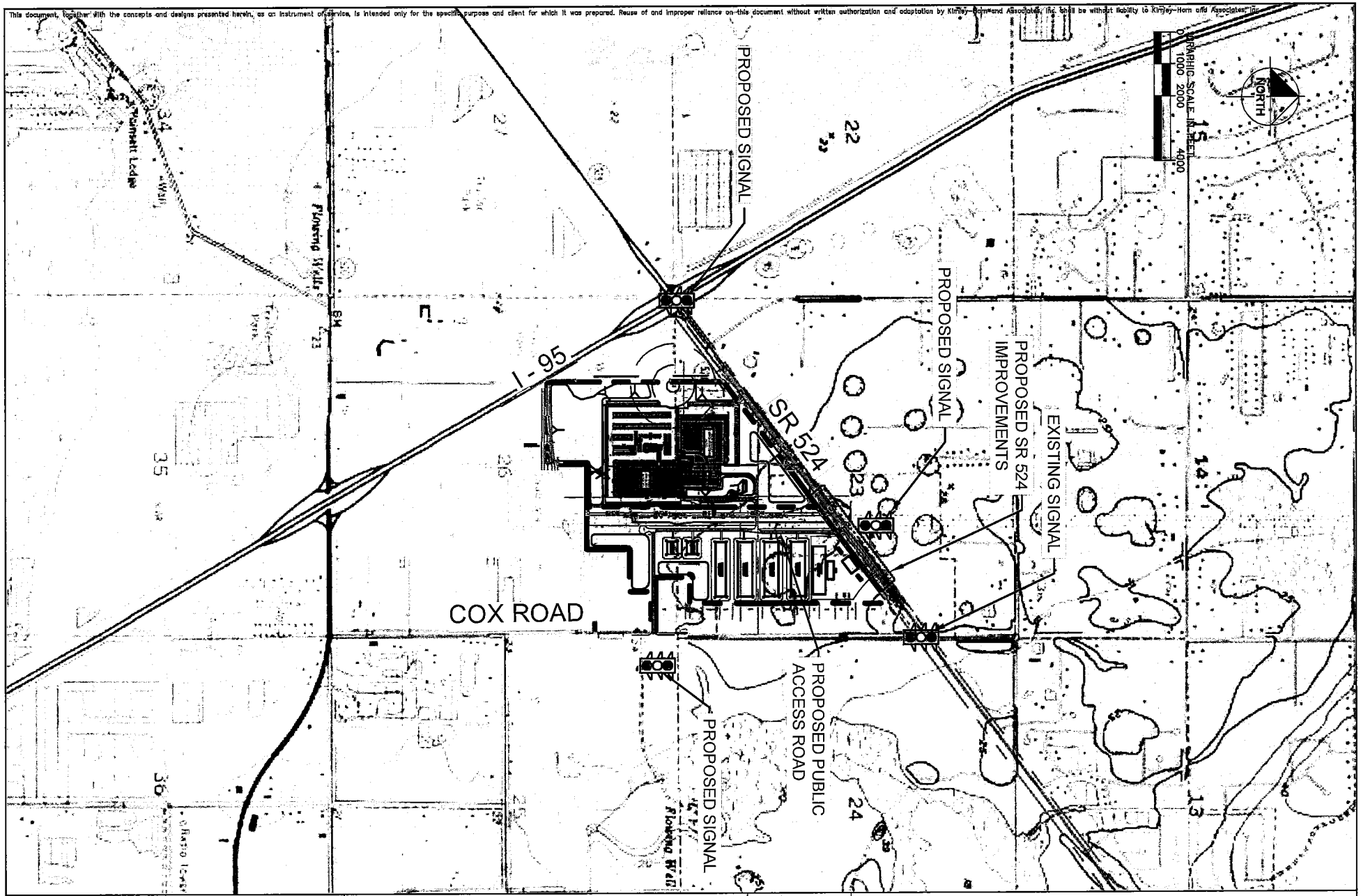
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01/27/16
PROJECT NO.
015478295
SHEET NUMBER
6220

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SHEET				
A-0	SITE PLAN OVERALL	CITIZEN KANE DISTRIBUTION CENTER BREVARD COUNTY, FL	DATE 04/21/16 PROJECT NO. 015476294	Kimley»Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 800 N. PINE ISLAND RD, SUITE 450, PLANTATION, FL 33324 PHONE: 954-535-5134 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 00000696

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SHEET				
A-1	SITE PLAN USGS MAP	CITIZEN KANE DISTRIBUTION CENTER BREVARD COUNTY, FL	DATE 04/21/16 PROJECT NO. 015476294	Kimley»Horn

© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
600 N. PINE ISLAND RD, SUITE 450, PLANTATION, FL 33324
PHONE: 954-535-5134 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000698

ECONOMIC DEVELOPMENT COMMISSION
FLORIDA'S SPACE COAST

ECONOMIC IMPACT ANALYSIS

Wal-Mart Stores East, LP

City of Cocoa

04/20/16

Overview:

New Job Commitment:	239	Capital Investment:	$96,200,000
Average Annual Wage:	$42,421		

Economic impact from job creation:

Jobs	Net New Wage	Contribution to GDP
239 (Direct)	$10,138,619 (Direct)	$10,284,977 (Direct)
57 (Indirect)	$2,285,175 (Indirect)	$3,755,294 (Indirect)
66 (Induced)	$2,413,520 (Induced)	$4,501,176 (Induced)
362 TOTAL	$14,837,315 TOTAL	$18,541,447 TOTAL

- For every employment position created by Wal-Mart Stores East, LP approximately 0.51 additional jobs will be developed to support the operation of the facility.

- For every payroll dollar paid to Wal-Mart Stores East, LP approximately $0.46 will be generated for consumer spending.

City Tax Impact

Years 1-10		Annual Taxes on Construction
Projected Tax Assessed	$	402,745.44
Potential Abatement (at 100%)	$	402,745.44
		Annual Taxes on Personal Property
Projected Tax Assessed	$	57,398.40
Potential Abatement (at 100%)	$	57,398.40

Years 11+: Company will be assessed for 100% of tax liability

Tax Millage Code – 13D0 NAICS – 541614 IMPLAN Sector – 454

Analysis based on information supplied by Wal-Mart Stores East, LP - April 2016

Economic impact calculations furnished by EDC Research Office, using IMPLAN Professional 3.0 (www.IMPLAN.com).

Abatement & millage numbers are estimates; all final numbers determined solely by the Brevard County Property Appraiser's Office and the City of Cocoa.

**Subject to City of Cocoa's Ad Valorem Tax Abatement Program Guidelines.*

SUPPLEMENTAL APPLICATION

BREVARD COUNTY ECONOMIC DEVELOPMENT
AD VALOREM TAX EXEMPTION PROGRAM

APPLICANT NAME: Wal-Mart Stores East, LP

NOTICE: This supplement is to be used by the applicant to provide additional information required by Economic Development Ad Valorem Tax Abatement Ordinance, Chapter 102, Division 3, Sections 181-191, Brevard County Code; and to provide other information requested by the Board of County Commissioners and the entities who will review the application.

Any business seeking an exemption shall file an application with the County before the business has made the decision to locate a new business in the County or before the business has made the decision to expand an existing in the County. Any business decisions, such as announcements, leasing of space or hiring of employees, made prior to final County Economic Development Tax Abatement approval (and not made contingent upon County approval) may constitute grounds for disapproval. Projects, which clearly do not require inducement, will not be approved.

1. Length of exemption requested is total of 10 years (length of exemption approved is sole discretion of County Commission and commences on the adoption date of the ordinance granting the exemption).

2. Property Owner Name: Wal-Mart Stores East, LP

   Address: 702 S.W. 8th Street, Bentonville, AR 72716

   Telephone No. (479) 273-4000 FAX No. ( )

3. Authorized Agent: J. M. Mullis, Inc.

   Address: 3753 Tyndale Dr., Ste 101 , Memphis, TN 38125

   Telephone Number: (901-734-6994 (Mullis) Fax No. (407-920-4626 (Denise Mott)

4. Type of industry or business: Refrigerated warehouse and distribution

5. Brief description of product and expansion plans (The applicant is to provide an executive summary of its business plan): EXECUTIVE SUMMARY ATTACHED

6. Anticipated number of new employees (The applicant is to provide a breakdown of jobs to be created by category and planned salary to be paid by position): 239 (BREAKDOWN ATTACHED)

7. Percent Increase in overall employment: N/A

8. Expected number of new employees who will reside in Brevard County: 100%

9. Percentage of existing employees who have resided in the County for more than two years: N/A

10. Anticipated average wage of employees: $42,421/YR

11. Anticipated average annual payroll: $10M

12. Anticipated new capital investment as a result of expansion or relocation of business:

    New construction value: $84,200,000
    New personal property value: $12,000,000

13. Environmental impact of business. (Identify the number and type of environmental permits required as a result of this project: e.g. air, soil and water pollution, water and sewer, dredge and fill, stormwater, industrial wastewater; provide a brief narrative statement of the company's environmental impacts):

    A portion of the subject property is proposed to be developed into a perishable distribution center. The Company will develop in accordance with applicable regulations. As such, the Company will be applying for permits through City, County, State, and US government agencies. Applications will be submitted for water and sewer permits through FDEP, a state Environmental Resource Permit through SJRWMD, a dewatering permit though SJRWMD, and a 404 permit through the US Army Corps of Engineers.

14. Anticipated volume of business or production: N/A

15. The relocation or expansion would not occur without the exemption: Yes [X] No [ ]

16. Source of supplies (local or otherwise):

    % source of supplies County: TBD
    % source of supplies Florida: TBD
    % source of supplies out-of-state: TBD

17. Business is/will be located in a community redevelopment area: Yes [ ] No [X]

    Name of area:

SIGNATURES:

I hereby confirm the information provided by Wal-Mart Stores East, LP to the Economic Development Commission of Florida's Space Coast and the Board of County Commissioners for the purpose of calculating the economic impact and benefit of the proposed tax abatement is true, accurate and complete. I further confirm that Wal-Mart Stores East, LP is not in violation of any federal, state or local law, or regulation governing environmental matters. I hereby acknowledge and agree upon approval of the Economic Development Ad Valorem Tax Abatement Ordinance by the Brevard County Board of County Commissioners that Wal-Mart Stores East, LP will provide the Brevard Workforce its job openings to be posted on www.employflorida.com and agrees to consider for employment candidates referred by Brevard Workforce.

DATE: 4/18/2016

SIGNED: _____
(Applicant)

TITLE: Vice President – Real Estate

SIGNED: _____
(Preparer)

_____
(Preparer's Address)

_____
(Preparer's Telephone Number)

ECONOMIC DEVELOPMENT COMMISSION (EDC) USE ONLY

EDC Economic Impact Analysis:

_____

_____

_____

_____

_____

_____

_____

_____

EDC's Recommendation:

The Economic Development Commission of Florida's Space Coast hereby certifies that it has proof, to the satisfaction of the EDC, that the applicant meets the criteria of a new business or for an expansion of an existing business as defined in Section 184, Chapter 102, Brevard County Code. Furthermore, the EDC has conducted an economic impact analysis, applying acceptable multipliers as defined by the State Department of Commerce, which concludes that the applicant does hereby meet the economic benefit test; and, therefore, the EDC recommends to the Brevard County Commission that the applicant receive an ad valorem tax exemption for _____ percent of its eligible taxes and for a period of _____ years.

DATE: _____ SIGNED: _____
(EDC President)

COUNTY USE ONLY

County Manager's Recommendation:

_____

_____

_____

_____

DATE: _____ SIGNED: _____
(County Manager)

BREVARD COUNTY
ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION
Chapter 196, Florida Statutes

To be filed with the Board of County Commissioners, the governing board of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1. Business name: Wal-Mart Stores East, LP

   Mailing address: 702 S.W. 8th Street, Bentonville, AR 72716

2. Name of person in charge of business: _____

   Telephone No.: (____)_____ FAX No.: (____)_____

3. Location of business (**legal description and street address**) of property for which this report is filed: _____

4. Date business opened at this facility: _____

5. a. Description of the improvements to real property for which this exemption is requested: _____

   b. Date of commencement of construction of improvements: _____

6. a. Description of the tangible personal property for which this exemption is requested and date when property was purchased:

APPRAISER'S ONLY Class or Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Condition			Taxpayer's Estimate of Fair Market Value		USE

   b. Average value of inventory on hand: _____

   c. Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.

7. Do you desire exemption as a "New Business" [ ] or as an "Expansion of an Existing Business" [ ]

8. Describe the type or nature of your business: _____

9. Trade level (check as many as apply):

   Wholesale [ ] Manufacturing [ ] Professional [ ] Service [ ] Office [ ] Other [ ]

10. a. Number of full time employees employed in Florida: _____

(DR 418)

b. If an expansion of an existing business:

(1) Net increase in employment _____ or _____ %
(2) Increase in productive output resulting from this expansion _____ %

11. Sales factor for the facility requesting exemption:

Total sales in Florida from this facility - one (1) location only _____ divided by
Total sales everywhere from this facility - one (1) location only _____ = _____

12. For office space owned and used by a corporation newly domiciled in Florida: Not yet incorporated

a. Date of incorporation in Florida _____
b. Number of full-time employees at this location _____

13. If requesting an exemption due to location in a slum or blighted area, please furnish such additional information as required by the County Commission, City Commission, or Property Appraiser.

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his declaration is based on all information of which he has any knowledge.)

DATE: _____ Signed: _____
(Preparer)

SIGNED: _____ _____
(Taxpayer) (Preparer's Address)

TITLE: _____ _____
(Preparer's Telephone Number)

PROPERTY APPRAISER'S USE ONLY

I. Total revenue available to the County or municipality for the current fiscal year from ad valorem tax sources: _____

II. Revenue lost to the County or municipality for the current fiscal year by virtue of exemptions previously granted under this section: _____

III. Estimate of the revenue which will be lost to the County during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation: _____

IV. Estimate of the taxable value lost to the County or municipality if the exemption applied for were granted:
Improvements to real property _____ Personal Property _____

V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a New Business [ ], an Expansion of an Existing Business [ ], or Neither [ ].

VI. Last year for which exemption may be applied: _____

DATE: _____ SIGNED: _____
(Property Appraiser)

RETURN TO BE FILED NOT LATER THAN MARCH 1

Qualified Target Industry Tax Refund
Attachment to the Application

Wal-Mart Stores East, LP
Name of Business

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed
EFI Project Number		

Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

IMPORTANT NOTE: This application must be filed and the incentive approved ***prior*** to making the decision to expand an existing Florida business unit or to locate a new business unit in Florida.

*** * *Be sure to submit the Application and Local Support Resolution[1] following passage by the City / County* * ***

1. PROJECT EMPLOYMENT AND WAGE COMMITMENTS

A. What is the total number of net new full-time equivalent Florida jobs created by the project at the business unit[2]? 239

B. Provide the job creation schedule to which you commit: (Please limit the phases to a maximum of three consecutive years and job creation to no less than ten jobs in the first year).

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
I	40	12/31/2018
II	80	12/31/2019
III	120	12/31/2020
Total	**120**	

Only 120 jobs qualify for QTI @ 115%.

C. For the purposes of certification, agreement, and claim review, indicate the average wage and corresponding threshold (percentage) to which you commit:
Check the relevant box (only one) and fill in the first field (wage commitment) and second field (county, state, or MSA used).

☒ $50,261, which is at least 115% of the average wage in Brevard County.

☐ $_____, which is at least 150% of the average wage in _____.

☐ $_____, which is at least 200% of the average wage in _____.

2. LOCAL FINANCIAL SUPPORT

A. Identify the local government(s) anticipated to provide local financial support[3]:
City of Cocoa, Brevard County

B. Indicate the date(s) the QTI support resolution(s) is / are anticipated to be passed by the local government:
May 2016

[1] Submit the resolution adopted by the local governing body recommending the applicant be approved as a QTI Business unit and indicating the amount of local financial support that has been committed. Resolution should clearly indicate waivers requested and justification for such waivers.
[2] Must be a minimum of 10 new jobs and a 10 percent increase in current business unit employment (if an existing Florida business).
[3] The total QTI award may not exceed five times the local financial support provided by the community. If the community has requested a local financial support waiver or the support is provided in the form of ad valorem tax abatement, the QTI award will be reduced by this amount.

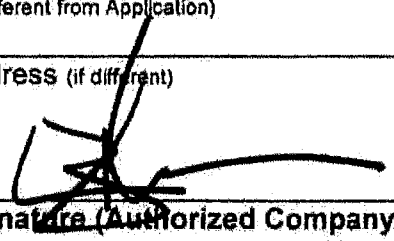
Qualified Target Industry Tax Refund
Attachment to the Application

3. SIGNATURES

N/A

Signature of Individual Completing this Attachment (if different from Application) | Date

Address (if different) | Phone Number (if different)



Signature (Authorized Company Officer) REQUIRED | 4/18/2016 Date

LB Johnson, VP – Real Estate

Name and Title of Authorized Officer

4. KEY QTI PROGRAM INFORMATION

- The tax refund claim form will be due by January 31st each year for the number of jobs on December 31st of the previous calendar year. Tax refunds paid per state fiscal year (July 1 – June 30) may not exceed 25 percent of the total tax refund award associated with the phase(s) scheduled.
- The total award will be equal to $3,000 ($6,000 in Enterprise Zones or Rural Counties) times the number of jobs reported in item 1A. Additional per job bonuses may be available; however, the QTI award may not exceed five times the local financial support paid by the community.
  - $1,000 per job if the average annual wage is at least 150% of the area's average; or $2,000 per job if the average annual wage is at least 200%.
  - $2,000 per job if the business falls within a designated high impact sector OR if the business increases exports of its goods through a seaport of airport in the state by at least 10 percent in value or tonnage in each year of receiving a QTI refund.
  - $2,500 per job if the project locates in a designated Brownfield area (Brownfield Bonus).
  - $1,000 per job if the local financial support is equal to the base QTI award.
- If in any year the applicant does not achieve the job creation schedule outlined in item 1C, but achieves at least 80% of the required net new jobs, the company will receive a pro-rated refund less a 5% penalty of the scheduled award amount for that year. **If job creation falls below 80% of the required jobs, the company will not receive a refund and will be terminated from the program. Similarly, if the average wage falls below the wage committed to in 1C, the company will not receive a refund and will be terminated from the program.**
- For an expanding Florida business unit:
  - Existing number of full-time equivalent Florida jobs must be maintained for the duration of the QTI agreement.
  - The average wage commitment should include wages paid for only the net new to Florida jobs, as shown on the unit's UCT-6 form. The applicant will be required to establish a tracking mechanism to distinguish between existing versus new jobs and employees filling those jobs. Contact Enterprise Florida for more information.
- QTI eligible jobs are those that are physically located within the State of Florida and located at the facility listed as the proposed location address in question 2G of the Application or subsequent QTI contract with the State of Florida. If any jobs will not be physically located at the proposed location address, contact Enterprise Florida to discuss the situation. Jobs that are paid out of the proposed location address facility but are not located at that facility or in the State of Florida are not considered net new jobs for QTI purposes.
- A qualified target industry business that fraudulently claims a refund under *288.106(2), Florida Statutes*:
  - Is liable for repayment of the refund to the account, plus a mandatory penalty in the amount of 200 percent of the tax refund which shall be deposited into the General Revenue Fund.
  - Is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- Qualified Target Industry Tax Refund: *Section 288.106, Florida Statutes*.

Joan Junkala

From: Denise Mott <denisem@jmmullis.com>
Sent: Wednesday, April 20, 2016 2:47 PM
To: 'Julie Roslin'; 'Gregory Weiner'; Joan Junkala
Cc: Mike Mullis
Subject: RE: Project "Citizen Kane" (Ref. – Completed City And County Incentive Applications)

Of note for clarification—the job creation schedule I just provided is for the total full time headcount of 239. The schedule we will provide for QTI is based upon only those jobs which meet the 115% average wage ($50,261) threshold as follows:

Number of net new jobs	Date Jobs will be created
40 (40)	12/31/2018
40 (80)	12/31/2019
40 (120)	12/31/2020
Total 120	

Denise E. Mott
(407) 920-4626

From: Denise Mott
Sent: Wednesday, April 20, 2016 2:27 PM
To: 'Julie Roslin' <JRoslin@spacecoastedc.org>; Mike Mullis <mmullis@jmmullis.com>; Gregory Weiner <GWeiner@spacecoastedc.org>; 'jjunkala@cocoafl.org' <jjunkala@cocoafl.org>
Subject: RE: Project "Citizen Kane" (Ref. – Completed City And County Incentive Applications)

# of New Jobs	Aggregate Jobs	Date Jobs will be created
100	100	12/31/2018
50	150	12/31/2019
89	239	12/31/2020

Denise E. Mott
(407) 920-4626

From: Julie Roslin [mailto:JRoslin@spacecoastedc.org]
Sent: Wednesday, April 20, 2016 1:55 PM
To: Mike Mullis <mmullis@jmmullis.com>; Gregory Weiner <GWeiner@spacecoastedc.org>; 'jjunkala@cocoafl.org' <jjunkala@cocoafl.org>
Cc: Denise Mott <denisem@jmmullis.com>
Subject: RE: Project "Citizen Kane" (Ref. – Completed City And County Incentive Applications)

Thank you! Would you mind filling in the following job creation chart for the project so we can show the commission what the job creation timeline is:

# of New Jobs	Date jobs will be created
	12/31/2016
	12/31/2017
	12/31/2018
	12/31/2019

Project Citizen Kane (project eligibility under traditional incentive programs)

Jobs	239			
Wages	$42,421			
Cap Inv	$96,200,000	$76,960,000.00	$460,143.84	$360,280.54
		80% City		County

City of Cocoa (Millage Rate 5.9790)		
Year	**Percent**	**Abatement**
1	80%	368,115
2	80%	368,115
3	80%	368,115
4	80%	368,115
5	80%	368,115
6	70%	322,101
7	60%	276,086
8	50%	230,072
9	40%	184,058
10	0%	0
TOTAL		**2,852,892**
EDI Fund		
Jobs	Qual:$500/job	$50,000 (max)
Utilities	Qual:$500/job	$50,000 (max)
TOTAL		**$100,000**
TOTAL		**$2,952,891.81**

Brevard County (Millage Rate 4.6814)		
Year	**Percent**	**Abatement**
1	70%	252,196
2	70%	252,196
3	70%	252,196
4	70%	252,196
5	70%	252,196
6	70%	252,196
7	70%	252,196
8	0%	0
9	0%	0
10	0%	0
TOTAL		**1,765,375**
TOTAL		**$1,765,375**

* EDC AVT Council will likely vote for 100% for 10 Yrs

Total SF	460,000	
Land	4,000,000	*Doesn't count towards Cap Inv
Building	84,200,000	
Equipment	12,000,000	
TOTL CAP	**100,200,000**	
Avg Wage	**42,421**	
New Jobs	**239**	

Project Citizen Kane (project eligibility under AVT-Cash Hybrid)

Jobs	239			
Wages	$42,421			
Cap Inv	$96,200,000	$76,960,000.00	$460,143.84	$360,280.54

80% City

County

City of Cocoa (Millage Rate 5.9790)		
Year	**Percent**	**Abatement**
1	40%	184,058
2	40%	184,058
3	40%	184,058
4	40%	184,058
5	40%	184,058
6	0%	0
7	0%	0
8	0%	0
9	0%	0
10	0%	0
TOTAL		**920,288**

Brevard County (Millage Rate 4.6814)		
Year	**Percent**	**Abatement**
1	70%	252,196
2	70%	252,196
3	70%	252,196
4	70%	252,196
5	70%	252,196
6	70%	252,196
7	70%	252,196
8	0%	0
9	0%	0
10	0%	0
TOTAL		**1,765,375**

* EDC AVT Council will likely vote for 100% for 10 Yrs

Upfront Cash Incentive

Build permit issued	500,000
Site improvements complet	500,000
C.O. issued	500,000
Business Operations begin	500,000
TOTAL	**$2,000,000**
TOTAL INCENTIVE PKG:	**$2,920,288**

Total SF	460,000	
Land	4,000,000	*Doesn't count towards Cap Inv
Building	84,200,000	
Equipment	12,000,000	
TOTL CAP	**100,200,000**	
Avg Wage	**42,421**	
New Jobs	**239**	

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

City of Cocoa Ad Valorem Tax Exemption
Scoring Sheet

Business Name: Project Citizen Kane

Number of New Employees	Points	Existing Business Expansion Option
10-20	3	25% Increase in Employees
21-60	6	50% Increase in Employees
61-99	9	75% Increase in Employees
100 and up	10 ✓	100% Increase in Employees

Average Annual Wage	Points
Below Average	0
Average ($33,411)*	4
25% Above Average ($41,764)	7 ✓
50% Above Average ($50,117)	9
100% Above Average ($66,822)	10

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,000 - $ 4,000,000	2
$ 4,000,000 - $ 7,000,000	3
$ 7,000,000 - $10,000,000	4
$10,000,000 and up	5 ✓

Special District	Points
Enterprise Zone, Brownfield, HUBZone	1

Total Points** 22

Certified By: _____ 4/21/16
City Staff Member Date

* The Average Annual Wage is determined by the average wage of the city of Cocoa. This figure shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

Program Guidelines

Total Points	Percentage of Exemption by Year	Length of Exemption
11 - 13 points**	Years 1 through 3: 60% Year 4: 50% Year 5: 40% Year 6: 30%	6 years
14 - 16	Years 1 through 4: 70% Year 5: 60% Year 6: 50% Year 7: 40%	7 years
17 - 19	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50%	8 years
20 - 22	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40%	9 years
23 - 25	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40% Year 10: 30%	10 years

** Minimum of 11 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

The City Council reserves the right to vary the ad valorem incentives for certain target industries and businesses deemed critical for the future economic development of the City. In addition, for such targeted industries and businesses, the City Council may consider other economic incentives, such as an ad valorem reimbursement grant incentive, in accordance with the City's home rule and statutory economic development powers. Ad Valorem Abatement or reimbursement grants for such target industries and businesses will be derived on a negotiated schedule and may include such factors as occupied existing business space, development of new business space, capital improvements made, number of jobs created, annual wages, number of relocated jobs, and number of local residents hired.

THE CITY OF COCOA
OPEN FOR BUSINESS

OFFICE OF ECONOMIC DEVELOPMENT
Community Services Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8525 | Fax: (321) 433-8526

Economic Development Incentive Fund
Scoring Sheet

Business Name: Project Citizen Kane

Number of New Employees	Points	Existing Business Expansion Option
10 - 20	4	25% Increase in Employees
21 - 50	5	50% Increase in Employees
51 - 100	6	75% Increase in Employees
101 and up	7 ✓	100% Increase in Employees

Average Annual Wage	Points
Below Living Wage	0
Living Wage ($28,766)*	5
City Average Wage ($33,411)**	6
State Average Wage ($41,375)***	8 ✓

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,001 - $ 4,000,000	2
$ 4,000,001 and up	3 ✓

Special District	Points
Enterprise Zone, Brownfield	1

Total Points+ [18]

Certified By: _____ City Staff Member

4/21/16 Date

* The Living Wage shall be updated every other year as provided by CareerSource Brevard.

** The average annual wage of the City of Cocoa shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

*** The State of Florida annual average wage shall be updated at the beginning of each calendar year as provided by Enterprise Florida, Inc.

Scoring

Total Points	Incentive
10 - 13	$100 per job
14 - 16	$300 per job
17 - 19	$500 per job ✓

\+ Minimum of 10 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

ECONOMIC DEVLOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2016, ("**Effective Date**") by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation, located at 65 Stone Street, Cocoa, Florida 32922 ("**City**"), and **WAL-MART STORES EAST, LP,** a foreign limited partnership authorized to do business in the State of Florida, located at 702 SW 8th Street, Bentonville, Arkansas, 72716 ("**Walmart**").

RECITALS:

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(b) also expressly provides that a municipality may expend public funds to attract and retain business enterprises and that the use of such funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, the City is also vested with broad municipal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution, which would include the power to provide economic incentives to businesses to locate and expand within the City of Cocoa; and

WHEREAS, the City Council has established a strategic priority to pursue economic development and diversification of the City's tax base to facilitate job creation; and

WHEREAS, Walmart is seeking incentives to purchase approximately 132 acres of land in the City of Cocoa to develop a 460,000 square foot refrigerated warehouse and distribution center which would result in 239 jobs at $42,421 average annual wage and which would generate approximately $96,200,000 in capital ($84,200,000 in building construction and $12,000,000 in machinery and equipment); and

WHEREAS, the City desires to provide Walmart with certain economic incentives in furtherance of the municipal purpose of enhancing and expanding economic activity within its jurisdictional borders consistent with section 166.021(8), Florida Statutes; and

WHEREAS, Walmart acknowledges that the covenants and obligations being undertaken by Walmart pursuant to this Agreement constitute the material inducement to the City to provide the economic incentives to encourage Walmart to expand its warehouse and distribution center operations into the City of Cocoa, without which the City would not have agreed to enter into this Agreement or agreed to provide the economic incentives to Walmart to assist in its expansion in the City of Cocoa; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the economic incentives provided by the City to Walmart ultimately serve their intended municipal purpose; and

WHEREAS, the City has established performance benchmarks for Walmart and other terms and conditions stated herein whereby Walmart, by satisfying these performance benchmarks and complying with these terms and conditions, can receive the benefits outlined in this Agreement, while the City can fulfill its desire to support local employers, to create jobs and to significantly enhance the prospects of local economic development; and

WHEREAS, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Cocoa; and

WHEREAS, by separate action independent of this Agreement, the City Council also approved Ordinance No. 12-2016 on May 24, 2016, granting Walmart an ad valorem tax exemption for a term of five (5) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting four (4) years thereafter, for forty percent (40%) of the City's ad valorem taxes for years 1 through 5 in the amount of approximately $920,000.00; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, and the future expansion of the City's tax base.

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

1. **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference as a material part of this Agreement.

2. **Commitments by Walmart**. Walmart hereby represents and warrants to the City that it agrees to the following binding commitments:

(a) *New Construction of Facilities; Capital Investment.* Walmart agrees to construct a new refrigerated warehouse and distribution center within the jurisdictional boundaries of the City of Cocoa, subject to applicable local, state, and federal permitting required by law ("Warehouse"). In furtherance of such new business, Walmart agrees to make a fixed capital investment of not less than $96,200,000 in new construction of the Warehouse and in the purchase of tangible personal property prior to December 31, 2018.

(b) *Business Operations in Cocoa.* Walmart agrees to continuously maintain and operate its new Warehouse within the jurisdictional boundaries of the City of Cocoa for a minimum time period equal to, and through, the entire term of this Agreement.

(c) *Employees.* Walmart agrees that it shall employ at least 239 persons within the jurisdictional boundaries of the City of Cocoa by December 31, 2020, and that the average annual salary of such employees shall be at least $42,421.00.

(d) *New Business.* Walmart agrees that, for purposes of receiving the economic incentives provided to Walmart by this Agreement, Walmart currently meets the

definition of "new business," as that term is defined by section 196.012(14), Florida Statutes. Walmart agrees to maintain its qualifications as a "new business" during the entire term of this Agreement.

3. **Economic Development Cash Incentive.** Subject to the terms and conditions of this Agreement, the City agrees to provide an economic development cash incentive to Walmart in the total amount of Two-Million Dollars ($2,000,000.00) to be disbursed in four (4) equal payments of Five-Hundred Thousand Dollars ($500,000.00) ("**Cash Incentive**"). The Cash Incentive shall be non-transferable and is conditioned upon Walmart satisfying certain performance benchmarks **("Performance Benchmarks")** as described and set forth in the following schedule ("**Schedule**"):

Performance Benchmarks	**Disbursement Amount**
The first Cash Incentive disbursement shall be made within thirty (30) days of the City verifying the building permit was issued for the Warehouse. Walmart shall apply for a building permit for the Warehouse within nine (9) months of the Effective Date.	$500,000.00
The second Cash Incentive disbursement shall be made within thirty (30) days of the City verifying that Walmart has completed the Warehouse site improvements, which improvements shall include all clearing, grading, and installation of water, sewer, and storm water utilities ("**Site Improvements**"). The Site Improvements shall be completed within six (6) months of the City's issuance of a building permit for the Warehouse.	$500,000.00
The third Cash Incentive disbursement shall be made within thirty (30) days of the City verifying that the certificate of occupancy was issued for the Warehouse. Walmart shall complete the construction necessary to obtain issuance of the certificate of occupancy within eight (8) months after completion of the Site Improvements.	$500,000.00
The fourth and final Cash Incentive disbursement shall be made within thirty (30) days of the City verifying that Walmart has commenced business and distribution operations at the Warehouse. Business and distribution operations shall commence within six (6) months of the City's issuance of a	$500,000.00

Certificate of Occupancy for the Warehouse.	

The parties acknowledge that the economic development incentive cash incentive to Walmart shall be subject to the following additional requirements:

a. **Use of Cash Incentive Funds by Walmart.** The Cash Incentive funds shall be used only for actual costs to be incurred by Walmart to design, permit and complete construction of the Warehouse (**"Eligible Costs"**). Such funds shall not be used for any other purpose by Walmart.

b. **Verification of Performance Benchmarks and Eligible Costs.** Before any disbursement of the Cash Incentive is made by the City for Eligible Costs, Walmart shall provide the City's Community Services Department a complete written accounting of the Eligible Costs incurred by Walmart to meet the applicable Performance Benchmark and the basis on which Walmart believes said Performance Benchmark has been satisfied by Walmart. The accounting shall include copies of all applicable receipts, invoices, payment documentation, and completion certificates related to the Eligible Costs incurred by Walmart and the Performance Benchmark. Within ten (10) City working days of receipt of a complete accounting from Walmart, the Community Services Department will evaluate the written accounting and determine whether Walmart has fully satisfied the applicable Performance Benchmark and the Eligible Cost requirement as required by this Agreement. If the Community Services Department verifies that the Performance Benchmark has been satisfied and that the Eligible Costs incurred by Walmart are in compliance with Section 3(a) of this Agreement, the City will promptly provide written notice to Walmart that verification has been determined and payment of the applicable Cash Incentive will be made within thirty (30) days of said notice. In the event the Community Services Department cannot make such verification, based on the accounting provided by Walmart, the City will provide written notice to Walmart of such determination and Walmart will be allowed additional time to verify the Performance Benchmark has been satisfied and/or Eligible Costs are in compliance with Section 3(a) of this Agreement.

c. **Schedule.** It is the intent of the parties that Walmart will substantially commence construction of the Warehouse in the calendar year 2017. At the written request of Walmart, the City, in its sole discretion, may grant reasonable extensions of the time set forth in the Schedule herein.

4. **City's Right to Refund of Cash Incentive Funds.** The City shall have the right demand an immediate refund of any Cash Incentive funds paid by the City pursuant to the this Agreement if the City terminates this Agreement for cause in accordance with Section 10(b) of this Agreement .

5. **Annual Reports.** Walmart shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of "new business" as set forth in section 196.012(14), Florida Statutes, until Walmart meets all of its obligations under this Agreement. The annual report shall be provided to the City no later than January 31 of each year. Walmart

shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether Walmart is complying with the terms and conditions of this Agreement.

6. **Supplemental Incentives; Appropriations.** The Cash Incentive funds shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds except as specifically authorized herein. Any and all such appropriations are made at the sole discretion of the City Council.

7. **Compliance with Laws.** Walmart shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Cocoa.

8. **Work is a Private Undertaking.** With regard to Walmart's business operation and compliance with applicable laws, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Walmart is such that the Walmart is an independent contractor and not an agent of the City, and that this is not a business partnership or joint venture agreement. Walmart and its contractors, partners, agents, and employees are independent contractors and not employees of the City, and Walmart shall be in complete control over its business operations. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and Walmart, its contractors, partners, employees, or agents, under this Agreement.

9. **Compliance Monitoring.** Walmart agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that Walmart's implementation of its obligations to the City set forth in this Agreement are in furtherance of the municipal purposes declared by the City herein.

10. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto. Unless this Agreement is terminated sooner by Walmart or the City pursuant to this Section, this Agreement shall remain binding and in effect until such time that Walmart has completed all of its obligations under this Agreement to the complete satisfaction of the City and Walmart has received its last annual ad valorem tax exemption pursuant to City Ordinance No. 12-2016. Upon such occurrence, this Agreement shall be deemed terminated and the parties will no longer have any rights, obligations or responsibilities under this Agreement.

(b) *Termination by City.* The City shall have the right to terminate this Agreement for cause including, but not limited to, on the basis of the following reasons: (1) Walmart has defaulted upon any material term or condition of this Agreement especially, without limitation, the commitments made by Walmart which are set forth in Section 2 of this Agreement; (2) after the certificate of occupancy has been issued by the City for the Warehouse, Walmart intentionally ceases operations of the Warehouse during the Term of this Agreement; (3) Walmart is declared bankrupt or insolvent; (4) Walmart adopts a plan or resolution of

liquidation of Walmart or sells substantially all of its assets; (5) Walmart engages in fraud or misleading annual reporting under Section 5 of this Agreement against the City; (6) Walmart engages in fraud or misleading accounting under the verification procedure set forth in Section 3(b) of this Agreement against the City; (7) any of Walmart's representations and warranties set forth in this Agreement are materially untrue at any time during the Term; (8) if a receiver or trustee is appointed on behalf of Walmart for purposes of taking control of the Warehouse or substantially all of Walmart's assets within the City of Cocoa; (9) the Warehouse or said assets are judicially seized for any reason, and possession of the Warehouse or said assets are not released to Walmart within ninety (90) days; or (10) Walmart engages in any criminal activities related to securing the approval of this Agreement from the City or related to Walmart's performance of the terms and conditions set forth in this Agreement.

(c) *Termination by Walmart.* Walmart may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3 herein.

(d) *Notice; Opportunity to Cure.* Prior to exercising its right to terminate this Agreement, the terminating party shall provide written notice to the non-terminating party setting forth the reason for termination and providing the non-terminating party at least 15 days from receipt of the notice to cure the alleged breach. The terminating party may, in its sole discretion, provide the nonterminating party with greater than 15 days to cure the alleged breach. If the alleged breach is not cured within said time period, the terminating party may declare that this Agreement is terminated, except with respect to any provision that affords a remedy in the event of a breach and any provision that expressly survives termination.

(e) *Remedies.* In the event of Walmart's breach of this Agreement, the City shall have the right to terminate this Agreement and to revoke the economic development incentives and to demand and be paid an immediate refund, in full, of the Cash Incentive funds provided to Walmart pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Walmart in writing regarding the total sum due and owing to the City upon termination of this Agreement (**"Refund Notice"**). Walmart shall reimburse the City within 30 days from Walmart's receipt of the Refund Notice. Should Walmart fail to reimburse the City within 30 days of receipt of the Refund Notice, the City shall be entitled to recover the refund due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said refund through all appellate proceedings. Moreover, the City shall have the right to recover the Cash Incentive funds through any and all available legal means, including, but not limited to, bringing an action in a state or federal court.

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

12. **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that

venue shall be exclusively in Brevard County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.

13. **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

14. **Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorneys' fees and costs in furtherance of this Agreement.

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

16. **Waiver.** No failure to insist on the prompt performance by Walmart of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of Walmart's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

17. **Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

To CITY:

John A. Titkanich, AICP
Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

w/copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

To WALMART:

Wal-Mart Stores East, LP
Attn: GENERAL COUNSEL
702 SW 8th Street
Bentonville, AR 72716

Such notice, request or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that a copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Section; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

18. **Indemnification and Hold Harmless**. Walmart shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Walmart, its agents, servants, officers, officials, employees, or subcontractors.

Walmart acknowledges the broad nature of the indemnification provided in this Section and further acknowledges that the City would not have entered into this Agreement without the inclusion of this indemnification and voluntarily makes this covenant and expressly acknowledges receipt of good and valuable consideration provided by the City in support of this indemnification clause. Notwithstanding, this indemnification clause shall not be interpreted as obligating Walmart to indemnify the City for events arising solely from the acts or omissions of the City and its officials, employees and agents.

19. **Assignment.** This Agreement and any economic incentives or Cash Incentive provided hereunder shall not be assigned or transferred by Walmart without the prior written consent of the City Council of Cocoa at its sole discretion at a duly held public meeting.

20. **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

21. **Conflict of Interest.** Walmart represents and warrants, and this Agreement is being made by the City in reliance thereon, that Walmart and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

22. **Representations of Walmart.** Walmart represents to the City that (i) Walmart is duly authorized to conduct business in Florida; (ii) Walmart has the authority to enter into this Agreement and to perform the requirements of this Agreement; (iii) to Walmart's best knowledge, Walmart's performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to Walmart's best knowledge, Walmart's performance under this Agreement shall not result in the creation of any claim against the City for money or

performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) Walmart shall have sufficient capital to perform its obligations under this Agreement; and (vi) Walmart does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

23. **Walmart's Continuing Disclosure Requirement.** Walmart must promptly notify the City of any developments that materially and adversely impact this Agreement and Walmart's obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.

24. **No Delegation of Police Power; Governmental Authority.** Walmart shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Walmart. The parties also specifically acknowledge and agree that this Agreement shall not limit or restrict the City's discretion in the exercise of its legislative, quasi-judicial, executive, governmental or police powers regarding the contents of any permit applications filed by Walmart with the City, and that the City does not guarantee any particular result for Walmart in connection with its applications for permits. The parties also acknowledge that all governmental actions to be taken by the City and its City Council, officials, employees, and boards shall be in conformance with applicable laws and ordinances with no guarantees or agreement by the City as to any particular recommendation or approval. Further, nothing in this Agreement shall be construed to waive or limit the City's governmental authority as a municipality to regulate Walmart or its operations.

25. **Time.** Time is of the essence of this Agreement and every term and provision of this Agreement.

26. **Cash Incentive Pledge; Taxing Power of the City.** The Cash Incentive payment required by Section 3 of this Agreement is being pledged by the City solely from the City's current assigned fund balance for economic development catalyst projects. During the term of this Agreement, Two Million Dollars ($2,000,000.00) will be reserved by the City for purposes of paying Walmart the Cash Incentive payment pursuant to and conditioned upon the terms and conditions of this Agreement (**"Pledged Fund"**). This Agreement shall not be or constitute general obligations or indebtedness of the City as "bonds" within the meaning of any constitutional or statutory provision, but shall be considered an economic incentive payable solely from the Pledged Fund in the manner and to the extent provided by this Agreement. Neither the full faith and credit of the City or any agency thereof is pledged to the payment of the Cash Incentive or any other economic incentive required by the City under the terms and conditions of this Agreement. No person or entity, including but not limited to, Walmart shall ever have the right to compel the exercise of any ad valorem taxing power by the City or agency thereof to pay the Cash Incentive or any other economic incentive offered by the City, or be entitled to payment of such Cash Incentive or any other such economic incentive from any money of the City or agency thereof except from the Pledged Fund in a manner and to the extent required by this Agreement. The Cash Incentive payment obligation or any other economic

incentive offered by the City under this Agreement shall not constitute a lien upon any property or facility of the City.

27. **Limitations on Liability.** Unless otherwise expressly provided in this Agreement, the following limitations on liability shall apply in addition to any other limitations expressly stated herein:

(a) In no event shall Walmart be entitled to pursue an action for damages against the City for sums in excess of the amount of the Cash Incentive. The City's monetary liabilities shall in all instances be limited to the unpaid portion of the Cash Incentive hereunder.

(b) Except as expressly set forth herein, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO.

(c) NO PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY RIGHTS GRANTED HEREUNDER.

28. **Survival.** The obligations arising under Sections 4, 18 and 27 shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses, costs, damages, fines and penalties of every kind and character or incurred or suffered by either party based upon events arising prior to the date of expiration or termination of this Agreement.

(Signature Page Follows)

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

The City of Cocoa,
a Florida municipal corporation.

ATTEST:

_____
John A. Titkanich, City Manager

_____
Carie Shealy, City Clerk

Date:_____

WAL-MART STORES EAST, LP,
a foreign limited partnership.

_____
Name:_____
Title:_____

Date: _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **_____, _____** of **WAL-MART STORES EAST, LP,** a foreign limited partnership, who is [___] personally known to me or [___] has produced _____ as identification.

_____
Notary Public - State of _____

_____
Printed Name
My Commission Expires: _____

Legislation Details (With Text)

File #:	16-209	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	5/11/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approve a Resolution amending the FY 16 Budget and associated Budget forms, approve a Resolution endorsing purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value, approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services, and to Authorize the City Manager to execute documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-PW-ISS-2016-01 (4.25.2016) $40245.pdf Task Order - Conceptual Approval Permit & Emma Jewell Basin 4-15-16.pdf Resolution No. 2016-53.pdf BAF-PW-Emma Jewell (5-24-16) Agenda 16-209.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2016
Agenda Date: May 24, 2016
Prepared By: Laura Rankin, Stormwater Engineer
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Multi-Year Project - Approve a Resolution amending the FY 16 Budget and associated Budget forms, approve a purchase of Surplus Property (Parcel ID 24-36-32-00-00772.0-0000.00) from the State of Florida at appraised value, approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services, and to Authorize the City Manager to execute documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ

BACKGROUND:

Public Works Stormwater staff has recently become aware of a need for a Stormwater Treatment Facility to enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. The majority of properties within Diamond Square have been developed prior to stormwater regulations and are mostly impervious. Installing on-site stormwater treatment systems will require additional costs and land area for those wishing to redevelop properties within this area.

The St. Johns River Water Management District has a type of permit dedicated to encouraging

redevelopment while improving water quality. Staff has identified a vacant 3.4 acre parcel of land south of Barbara Jenkins St. that would serve this use. The property is owned by the State of Florida, is leased to Brevard County and is subleased to the Emma Jewel Charter Academy. Staff has initiated contact with both of these agencies, who have indicated that they do not have use for this property. By purchasing this land and developing an off-site stormwater management pond, developers will find redevelopment in the area quicker and more economical. The region that would be served by this improvement is within the North-South bounds of SR520 and Rosa L. Jones and within the East-West Bounds of Blake Avenue and Fiske Boulevard.

In order to purchase the land, the state must first declare the land surplus, then open its availability to be leased to other state agencies for a period of 60 days. If there is no interest, the property can be offered for sale to the city, at the currently appraised value, based on a resolution adopted by city council. Staff requests authorizing the City Manager to execute documents needed for property closing. It is expected that the land will cost less than $50,000.

This project is not budgeted and will require amending the FY 16 budget to include funding this year for property acquisition, survey, and design. Approval of a Task Order for design from our Continuing Services Provider, Infrastructure Solutions Services will also be required. Funds will be transferred from another project that will not be started this FY. Construction of the Diamond Square project will be budgeted in FY 17.

STRATEGIC PLAN CONNECTION:

The Emma Jewel stormwater project proposed will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

There will be budgetary impacts for Fiscal Years 2016 and 2017. Budgetary impacts in Fiscal Year 2016 include a budget adjustment form for design services through a continuing service agreement and a resolution to purchase the land through the State of Florida surplus land program. In Fiscal Year 2017, the budgetary impacts will be for the construction of the stormwater management facility.

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

Amount Requested	$40,245.00
Account Number	_423-3570-538.63-00
Account Name	Infrastructure
Amount Requested	$50,000.00
Account Number	_423-3570-538.61-00
Account Name	Capital Lands - Stormwater

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
__xx__ Transfer Acct #:__423-3570-538.63.00 ($50,000)

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Multi-Year Project - Approve a Resolution amending the FY 16 Budget and associated Budget forms, approve a purchase of Surplus Property, at appraised value, from the State of Florida (Parcel ID 24-36-32-00-00772.0-0000.00), approve a Task Order in accordance with the Continuing Services Agreement with Infrastructure Solutions Services, and to authorize the City Manager to execute documents necessary to purchase property needed to develop an offsite Redevelopment Stormwater Treatment Facility for the Diamond Square Redevelopment Area Project SW16EJ

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4457107&GUID=F1F162E1-87DA-487E-A261-F4A37891ED71* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER COC-16-01
CITY OF COCOA
CONCEPTUAL APPROVAL PERMIT FOR URBAN INFILL OR REDEVELOPMENT
PORTION OF DIAMOND SQUARE REDEVELOPMENT AREA

Section I. BACKGROUND

Project Information

The City of Cocoa seeks to obtain a Conceptual Approval Permit for Urban Infill or Redevelopment in accordance with F.A.C. 62-330.055 for Environmental Resource Permitting. Following approval of the conceptual permit, any construction, alteration, operation, maintenance or removal consistent with the conceptual permit may be authorized under a notice of intent to use the general permit in Rule 62-330.450, F.A.C. The City seeks the permit for the area bound by:

1. North: State Road 520
2. East: Blake Avenue
3. South: Barbara Jenkins Street
4. West: Fiske Boulevard

This area is considered the "Study Area" for this task order. All analysis for this task order will terminate at the existing discharge point to the Storm Sewer at Barbara Jenkins Street east of Fiske Boulevard.

This task order is for preparation of the required report providing the analysis and calculations required by F.A.C. 62-330.055 and design of a proposed wet detention basin on City defined property northwest of the Emma Jewell Charter Academy.

Section II. SCOPE OF SERVICES

TASK 1: Conceptual Approval permit for Urban Infill or Redevelopment Portion of Diamond Square Redevelopment Area

The ISS Team personnel will perform the following scope of work.

1. Prepare preliminary design of wet detention basin on north side of Emma Jewell property
2. Calculate and route runoff from future development in the Study Area through proposed wet detention basin
    a. Water Quality
    b. Water Quantity
    c. For calculations use:
        i. proposed development on sites currently proposed for development
        ii. Use future land use map/redevelopment plan (check w/Planning Dept) for remainder of the Study Area

3. Calculate and show improvement in Water Quality & Quantity based on routings from future development of the Study Area:
    a. with the proposed basin
    b. without the proposed basin
4. Calculate historical runoff (based on 1994 historical photos in Google Earth or other data available from City Planning Department) runoff within the Study Area:
    a. Water Quality
    b. Water Quantity
5. Calculate and show improvement in Water Quality & Quantity between
    a. Historical conditions (and no basin)
    b. Proposed conditions with basin
6. Assign runoff values for proposed areas based on future land use/redevelopment plan used in calculations above.
7. Obtain approval from SJRWMD for the Master Plan

Task 2: Detailed Design of Wet Detention Basin

ISS Team will prepare the detailed design and specifications to allow construction of the proposed wet detention basin. This task will include obtaining the required permit for SJRWMD to allow construction of the basin. This task only incudes design within the property of the proposed wet detention basin. The design of storm sewer in Pineapple Avenue to Barbara Jenkins Street is also included in this task.

Task 3: Project Meetings

ISS Team members will attend the following meetings:
1. Project meeting with City Planning Staff to gather land use and historical information for analysis.
2. Pre-application meeting with SJRWMD

Task 4: Services during Construction

A separate Task Order will be developed to provide construction services based on the requirements of the project determined by the final design.

Section III. SUBCONSULTANTS

The ISS Team will not require any subconsultants for engineering of the project.

Section IV. PERMITTING

The ISS Team will prepare the necessary SJRWMD Application for the Conceptual Approval Permit for Urban Infill or Redevelopment. The ISS Team will also complete SJRWMD Permit documentation for the proposed wet detention basin.

Section V. OWNER'S RESPONSIBILITY

The City of Cocoa will provide all available design information on the Study Area and the proposed site of the wet detention basin. This information shall include:

1. Property and topographic survey
2. Available information of storm sewer in and around the study area
3. Information on the proposed development in the Study Area
4. Available Future Land Use/Redevelopment Plans
5. Geotechnical information on the wet detention basin site.

The City will review and provide comments on all submittals. The City will be responsible for all permit fees, if required.

Section VI. DELIVERABLES

The ISS Team will prepare the package required for the SJRWMD Application for the Conceptual Approval Permit for Urban Infill or Redevelopment. ISS will provide pdf copies and three (3) signed & sealed copies of the final design plans and specifications for the proposed wet detention basin.

Section VII. SCHEDULE

The ISS project schedule was developed based on similar projects. Calendar days start from receipt of all of the City provided information as requested by the ISS Team.

	TASK DAYS	***ESTIMATED DAYS***
TASK #1		***FROM ISS NTP***
Preparation of Conceptual Permit Application Package	40	40
		SJRWMD PERMIT ISSUED
Preparation of Final Design Plans	30	30

Section VIII. METHOD OF COMPENSATION

The City of Cocoa shall compensate the ISS Team for this scope of work a lump sum fee amount of Forty Thousand Two Hundred Forty-Five Dollars and Zero Cents ($40,245.00). ISS will invoice the City of Cocoa based on the percentage of work actually completed on this project. The cost breakdown for this project is follows:

TASK #	*TASK NAME*	*COST*
1	Preparation of Conceptual Approval Permit for Urban Infill or Redevelopment Package	$ 25,420
2	Final Design of Wet Detention Basin	$ 12,800
3	Project Meetings	$ 1,620
	EXPENSES	**$ 405**
	TOTAL COST	**$ 40,245**

At the direction of the City of Cocoa and with ISS Agreement, ISS may be requested to provide additional services, such as other engineering services, etc. These additional services would be requested and approved by the City of Cocoa.

SECTION IX. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

INFRASTRUCTURE SOLUTION SERVICES



Brian Stahl, P.E.
Managing Member

4/15/16
Date

CITY OF COCOA

Date

Professional Engineering Services
for the City of Cocoa Conceptual Approval Permit for Urban Infill or Redevelopment

Hourly Labor Breakdown Estimate for Engineering Services		Engineer VI	Engineer V	Engineer III	DESIGNER I	Administrative Assistant	Total Hours	Total Dollars
		$140	$130	$105	$75	$50		
Task 1 - Capacity Analysis Report (CAR)								
1.1	Preliminary Design of Wet Detention Basin	16	32		32		**80**	**$8,800**
1.2	Water Quality & Quantity Calc - Proposed	4	36		8		**48**	**$5,840**
1.3	Water Quality & Quantity Calc - Historic	4	28		8		**40**	**$4,800**
1.4	Prepare Report & Permit Pkg	8	32		4	8	**52**	**$5,980**
	Task 1 -Total	32	128	0	52	8	**220**	**$25,420**
Task 2 - Detailed Design of Wet Detention Basin								
2.1	Detailed Design Plans	8	32		32		**72**	**$7,680**
2.2	Preparation of Specifications	4	32			8	**44**	**$5,120**
	Task 2 - Total	12	64	0	32	8	**116**	**$12,800**
Task 3 - Project Meetings								
3.1	SJRWMD Pre-application meeting	4	4				**8**	**$1,080**
3.2	City Planning Dept Meeting	2	2				**4**	**$540**
	Task 3 - Total	6	6	0	0	0	**12**	**$1,620**
	Total Labor Hours	**50**	**198**	**0**	**84**	**16**	**348**	
	% OF Total Labor Hours	**14.4**	**56.9**	**0.0**	**24.1**	**4.6**	**100.0**	
	Total Labor Fee	**$7,000**	**$25,740**	**$0**	**$6,300**	**$800**		**$39,840**

Professional Engineering Services
for the City of Cocoa Conceptual Approval Permit for Urban Infill or Redevelopment

Expenses Estimate Breakdown	Quantity	Units	Total
Travel (Other)			
Hotel		Person/night	$ -
Per Diem		Day	$ -
Mileage	150	Mile	$ 81
CDs and DVDs:	0	Each	$ -
Copies (B&W 8 1/2 x11)	500	Per Copy	$ 100
Copies (B&W 11 x 17)	50	Per Copy	$ 20
Copies (COLOR 8 1/2 x 11)	40	Per Copy	$ 20
Copies (COLOR 11 x 17)	20	Per Copy	$ 20
Blueprints (24" x 36" @ $0.20/sf):	20	Sheet	$ 4
Miscellaneous Expenses	1	LS	$ 160
Total Estimated Expenses			**$ 405**

Summary of Task Estimate	Total
ISS Labor Estimate Total	**$39,840**
ISS Expenses Estimate Total	**$405**
Total Estimated Cost	**$40,245**

RESOLUTION NO. 2016-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Public Works/S DATE PREPARED: 05/11/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 40,245)	423-3570-538.63-00	PW08DX	Stormwater Infrastructure	$ 1,557,400	$ 1,537,400	$ 1,497,155	$ 1,107,008
($ 50,000)	423-3570-538.63-00	PW08DX	Stormwater Infrastructure	$ 1,557,400	$ 1,497,155	$ 1,447,155	$ 1,057,008
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 90,245)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 50,000	423-3570-538.61-00	SW16EJ	Capital Lands - Stormwater	$ 0	$ 20,000	$ 70,000	$ 50,000
$ 40,245	423-3570-538.63-00	SW16EJ	Stormwater Infrastructure	$ 1,557,400	$ 1,447,155	$ 1,487,400	$ 1,097,253
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 90,245	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

To encourage development with in the Diamond Square Redevelopment Area by providing off-site Stormwater management. Agenda #16-209

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/24/16 *RESOLUTION #:* 2016-53

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.

5/11/16 Laura Rankin (Digitally signed by Laura Rankin)	5/13/16 Lea Taylor (Digitally signed by Lea Taylor)	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/13/16 Everett J. Wegerif	5/13/16 Lora Howell (Digitally signed by Lora Howell)	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-217	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	5/17/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Approval of a contract to purchase property located at 6 Forrest Avenue; approve the City Manager to execute documents, approval of a Budget Resolution to amend the Fiscal Year 2016 Budget using General Fund Reserves. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution 6 Forrest.pdf BAF-PW-Florida Ave Land (5-24-16) Agenda 16-217.pdf Executed Contract 4_12_2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 17, 2016
Agenda Date: May 24, 2016
Prepared By:
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Approval of a contract to purchase property located at 6 Forrest Avenue; approve the City Manager to execute documents, approval of a Budget Resolution to amend the Fiscal Year 2016 Budget using General Fund Reserves.

BACKGROUND:

The Cocoa Waterfront Master Plan, adopted by the city in 2008, recommends constructing Gateway features to announce entry points into the village. Recently, property at the corner of Florida Ave, Forrest Ave and King St (SR 520) was listed for sale. City staff reached out to the seller and has negotiated a purchase price for the triangular property. The property will be used as a future location for a gateway focal point for the village that will be visible to thousands of vehicles travelling on Forrest Ave. and on SR 520 daily. Its acquisition will compliment work planned and now being started on the Florida Avenue Complete Street project.

Staff requests Council approval for the purchase of the property in accordance with Paragraph 5.1. (A) of the Contact for Purchase and Sale, and to authorize City Manager to execute the documents necessary for purchase. Because this purchase was not included in the Budget for FY 2016, approval of a Resolution to Amend the Budget is also requested with proposed source of funding from General Fund reserves. The Purchase price of the property is $245,000. Additional funding for

Title, Survey and Environmental Assessment is estimated at $20,000.

STRATEGIC PLAN CONNECTION:

Purchase of this property will encourage economic growth and redevelopment in the City

BUDGETARY IMPACT:

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

BUDGET AMENDMENT

Amount Requested	$265,000.00
Account Number	001-0000-389.99-50
Account Name	Fund Balance Reserves

Amount Requested	$265,000.00
Account Number	001-1600-513.61-00
Account Name	Capital Land

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approval of a contract to purchase property located at 6 Forrest Avenue; approve the City Manager to execute documents, approval of a Budget Resolution to amend the Fiscal Year 2016 Budget using General Fund Reserves.

RESOLUTION NO. 2016-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 05/18/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 265,000	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 6,081,630	$ 6,461,000	$ 6,726,000	$ 6,726,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 265,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 265,000	001-1600-513.61-00		FINANCE/ADMINISTRATIVE / LAND	$ 0	$ 815,000	$ 1,080,000	$ 268,895
$ 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
$ 265,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is to cover the purchase of the property at the corner of Florida Ave, Forrest Ave and King St (SR 520) recently listed for sale. Agenda #16-217

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/24/16 *RESOLUTION #:* 2016-56

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.

5/18/16 Rhonda L. Dingman	5/18/16 Lora Howell	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/18/16 Matthew Fuhrer	5/18/16 Lora Howell	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **GERALD L. KEYES,** an individual, whose address is _____, Cocoa, Florida 32922 (hereinafter referred to as "**Seller**"), and **JAMES MCCARTHY,** an individual, whose address is _____, Cocoa, Florida 32922, ("**Tenant**"), and the **CITY OF COCOA, FLORIDA**, a municipal corporation, with a principal address of 65 Stone Street, Cocoa, Florida 32922 ("**Buyer**"). For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property which is the subject matter of this Contract consists of one Brevard County tax parcel comprising approximately 0.13 acres and is more particularly described in **Exhibit "A"** attached hereto and fully incorporated herein by this reference (the "**Property**"). The Brevard County Tax Parcel Identification Number for the Property is 24-36-33-35-*-10.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be TWO HUNDRED AND FORTY-FIVE THOUSAND DOLLARS AND NO/100 ($245,000.00).

Distribution of Purchase Price. Seller shall be entitled to payment in the total amount of SEVENTY THOUSAND DOLLARS AND NO/100, with the remaining funds in the amount of ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND NO/00 ($175,000.00) applied to closing costs and the deed, and made payable to Tenant.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before 90 days following the Effective Date, unless extended pursuant to the terms of Section 5.7 herein.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an

ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Article I of the Contract. The survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title

evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent or at Garganese, Weiss & D'Agresta, P.A. or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Prorations and Escrow Balance**. Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal**. Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If

the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

Real Estate and Personal Property Taxes. Seller shall be responsible for real estate and personal property taxes owing for tax years prior to the 2016 calendar year, if any, and for the portion of the 2016 calendar year during which Seller owned the Property (*i.e.*, Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2016 and ending (but not including) on the Closing date). Unless Purchaser is exempt from payment thereof by applicable law, Purchaser shall be responsible for real estate and personal property taxes owing for the period commencing on the Closing date and ending on December 31, 2016. The Escrow Agent shall ensure compliance with Florida Statute 196.295 at Closing. Purchaser shall pay any real and personal property taxes billed with respect to the Property after Closing. Purchaser shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Purchaser or any change in the Improvements or the use of the Property by Purchaser following Closing.

4.10. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: Gerald Keyes

To Tenant: James McCarthy

To Buyer: City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922

4.15. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Environmental Status**. Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any

hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

The provisions of this Section 4.16 shall survive the Closing or earlier termination of this Contract.

4.17. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.18. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER

PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

(D) Seller and Tenant shall provide proof of compliance with the terms and provisions of Final Judgment recorded October 7, 2008, in O.R. Book 5891, Page 9134 under Case No. 05-2006-CA-044969.

(E) Tenant shall execute and deliver an Affidavit that, upon Closing, Tenant shall have no further interest in the Property, in a form prepared by the City.

5.2. **Inspection Period**. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer, in its sole discretion, for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to

Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials**. Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein, except as set forth in subsection 5.4(a). Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.4(a). Tenant's Broker is:

Scott Langston
Langston Properties, Inc.
Cell: 321-403-1111
Office: 321-631-5050
102 Columbia Drive Suite 205
Cape Canaveral, FL 32920

Tenant shall be solely responsible for payment to Tenant's broker in an amount that is equal to four percent (4%) of the Purchase Price.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.7. **Extensions of Closing Date**. Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the Closing Date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual agreement of the parties.

5.8. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original,

and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

Signed, sealed and delivered in the presence of:

Timothy S Langston
(print name)

Colleen O'Donnell
(print name)

SELLER:

GERALD KEYES

By: Gerald Keyes
Gerald Keyes

Date: April 11, 2016

Signed, sealed and delivered in the presence of:

Angela M Ferguson
(print name)

Colleen O'Donnell

TENANT:

JAMES MCCARTHY

By: James McCarthy
James McCarthy

Date: 4/12/16

Signed, sealed and delivered
in the presence of:

Colleen O'Donnell
Colleen O'Donnell
(print name)

Angela M Ferguson
Angela M Ferguson
(print name)

BUYER:

CITY OF COCOA, FLORIDA

By: John Titkanich
John Titkanich, City Manager

ATTEST:

By: Carie Shealy
Carie Shealy, City Clerk

Date: 4/12/2016

EXHIBIT "A"

[THE "PROPERTY"]

That part of Lot 10, East of Railroad Right-Of-Way, lying between King Street, Florida Avenue and Forest Avenue, R.A. HARDEE'S PLAT OF INDIAN RIVER CITY, according to the plat thereof as recorded in Plat Book 1, Page 28, of the Public Records of Brevard County, Florida. AKA: 6 Forest Avenue, Cocoa, Brevard County, Florida.

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of April, 2016, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is/are the legal title holder(s) of the real property described on the attached Exhibit "A"; and *(select appropriate option below):*

☑ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "A" however small or minimal is/are:

	Name	Address
a)	James McCarthy	6 Florida Avenue, Cocoa, Florida 32922
b)	Gerald Keyes	PO Box 540837, Merritt Island, Florida 32954
c)		

☐ *(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

Timothy J Langston
(print)

Colleen O'Donnell
(print)

By: Gerald Keyes
Gerald Keyes

Address:
P.O. Box 540837
Merritt Island
Fla. 32954

STATE OF Florida

COUNTY OF Brevard

SWORN TO and subscribed before me this 11th day of April, 2016, by Gerald Keyes, an individual, (check one) ☐ who is personally known to me or ☑ who provided FL DL# K200-192-37-244-0 as identification.

Angela Marie Ferguson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF244913
Expires 6/29/2019

Angela M Ferguson
Print Name: Angela M Ferguson
Notary Public

WITNESSES:

Angela M Ferguson
(print)

Colleen O'Donnell
(print)

By: _____
James McCarthy

Address:

STATE OF Florida

COUNTY OF Brevard

SWORN TO and subscribed before me this 12th day of April, 2016, by James McCarthy, an individual, (check one) ☒ who is personally known to me or ☐ who provided _____ as identification.

CARIE E. SHEALY
MY COMMISSION # FF 040504
EXPIRES: August 30, 2017
Bonded Thru Notary Public Underwriters

Print Name: CARIE E. SHEALY
Notary Public

Legislation Details (With Text)

File #:	16-187	**Version:**	1	**Name:**	April, 2016 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/29/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 04/30/2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthly Report to City Council 10.01.15 thru 04.30.16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 2, 2016
Agenda Date:	May 24, 2016
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $25,000 and under $50,000 for period 10/01/2015 to 04/30/2016**.**

BACKGROUND:

The following reports for the period October 01, 2015 through April 30, 2016 provide a summary of all the purchases $25,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.

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Purchase Order Approvals 10-01-15 thru 04-30-16

$25,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 88

City Manager = 50

City of Cocoa CRA Board = 5

City Council = 33

Purchase Order Approvals 10-01-15 thru 04-30-16
$25,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66675	10/5/2015	Pace Analytical Services, Inc.	$ 28,000.00	10/2/2015	John A. Titkanich, Jr. AICP
66740	10/6/2015	Cutwater Asset Management Corp.	$ 37,500.00	10/5/2015	Micki Abdi (Acting)
66746	10/6/2015	Brevard County Board of County Comm.	$ 30,000.00	10/5/2015	Micki Abdi (Acting)
66760	10/6/2015	Garganese, Weiss & D'Agresta	$ 35,000.00	10/5/2015	Micki Abdi (Acting)
66797	10/7/2015	Ricoh USA, Inc.	$ 46,000.00	10/6/2015	John A. Titkanich, Jr. AICP
66902	10/9/2015	MCCI, LLC	$ 49,733.14	10/9/2015	Micki Abdi (Acting)
66964	10/15/2015	Iwater, Inc.	$ 32,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66970	10/15/2015	Cemex	$ 25,000.00	10/14/2015	John A. Titkanich, Jr. AICP
66975	10/15/2015	Sunstate Meter & Supply Inc.	$ 27,224.00	10/14/2015	John A. Titkanich, Jr. AICP
66997	10/19/2015	Trane Orlando Company	$ 46,508.00	10/17/2015	John A. Titkanich, Jr. AICP
67041	10/22/2015	Quentin L. Hampton Assoc.	$ 30,281.00	10/21/2015	John A. Titkanich, Jr. AICP
67043	10/22/2015	Insource Software Solutions	$ 36,728.10	10/21/2015	John A. Titkanich, Jr. AICP
67044	10/22/2015	Brev Cty Emergency Management	$ 27,771.00	10/21/2015	John A. Titkanich, Jr. AICP
67061	10/22/2015	Architects RKZ, Inc.	$ 37,856.08	10/21/2015	John A. Titkanich, Jr. AICP
67062	10/22/2015	Industrial Chemicals Inc.	$ 27,680.00	10/21/2015	John A. Titkanich, Jr. AICP
67070	10/23/2015	Ring Power Corporation	$ 42,973.00	10/22/2015	John A. Titkanich, Jr. AICP
67077	10/26/2015	Air Liquid Industrial	$ 37,814.00	10/23/2015	John A. Titkanich, Jr. AICP
67113	10/29/2015	CDM Smith Inc.	$ 29,813.00	10/28/2015	John A. Titkanich, Jr. AICP
67152	11/5/2015	CDM Smith Inc.	$ 39,000.00	11/4/2015	Micki Abdi (Acting)
67182	11/9/2015	G4S Secure Solutions	$ 40,415.00	11/6/2015	John A. Titkanich, Jr. AICP
67183	11/9/2015	Cathedral Corporation	$ 30,000.00	11/6/2015	John A. Titkanich, Jr. AICP
67184	11/9/2015	Underwater Solutions, Inc.	$ 37,890.00	11/6/2015	John A. Titkanich, Jr. AICP
67185	11/9/2015	Garganese, Weiss & D'Agresta	$ 49,500.00	11/6/2015	John A. Titkanich, Jr. AICP
67221	11/16/2015	Parsons Brinckheroff Inc.	$ 30,000.00	11/13/2015	John A. Titkanich, Jr. AICP
67249	11/17/2015	CDM Smith Inc.	$ 30,000.00	11/16/2015	John A. Titkanich, Jr. AICP
67340	11/25/2015	Odyssey Manufacturing Co.	$ 30,560.00	11/24/2015	John A. Titkanich, Jr. AICP
67352	11/25/2015	Trekker Tractor LLC	$ 38,193.25	11/24/2015	John A. Titkanich, Jr. AICP
67396	12/3/2015	Odyssey Manufacturing Co.	$ 29,600.00	12/3/2015	John A. Titkanich, Jr. AICP
67397	12/3/2015	S & L Materials, Inc.	$ 35,000.00	12/3/2015	John A. Titkanich, Jr. AICP
67484	12/16/2015	Bauer Compressors Inc.	$ 45,061.80	12/15/2015	John A. Titkanich, Jr. AICP
67487	12/16/2015	Sunstate Meter & Supply Inc.	$ 43,350.00	12/15/2015	John A. Titkanich, Jr. AICP
67502	12/17/2015	Sunstate Meter & Supply Inc.	$ 41,644.80	12/17/2015	John A. Titkanich, Jr. AICP
67504	12/17/2015	Duval Ford	$ 29,850.00	12/17/2015	John A. Titkanich, Jr. AICP
67553	12/28/2015	FL Division of Workers Comp.	$ 27,318.63	12/28/2015	John A. Titkanich, Jr. AICP
67580	1/4/2016	CDM Smith Inc.	$ 49,250.00	12/30/2015	John A. Titkanich, Jr. AICP
67626	1/13/2016	Quentin L. Hampton Assoc.	$ 25,205.00	1/13/2016	John A. Titkanich, Jr. AICP
67713	2/3/2016	Empire Computing & Consulting	$ 30,000.00	2/3/2016	John A. Titkanich, Jr. AICP
67757	2/12/2016	Pro Co., Inc.	$ 32,131.00	2/11/2016	John A. Titkanich, Jr. AICP
67759	2/12/2016	Stewarts Electric Motor Works	$ 49,564.90	2/11/2016	John A. Titkanich, Jr. AICP
67785	2/19/2016	Cardno, Inc.	$ 27,525.00	2/19/2016	John A. Titkanich, Jr. AICP
68714	2/25/2016	Architects RZK, Inc.	$ 38,445.65	2/25/2016	John A. Titkanich, Jr. AICP
67868	3/8/2016	Sunstate Meter & Supply Inc.	$ 31,678.40	3/4/2016	John A. Titkanich, Jr. AICP
67900	3/14/2016	Sunstate Meter & Supply Inc.	$ 27,191.20	3/14/2016	John A. Titkanich, Jr. AICP
67934	3/17/2016	Burton & Associates	$ 28,475.00	3/17/2016	John A. Titkanich, Jr. AICP
67936	3/17/2016	Burton & Associates	$ 26,160.00	3/17/2016	John A. Titkanich, Jr. AICP
67948	3/22/2016	Endeavour Elementary School	$ 40,000.00	3/21/2016	John A. Titkanich, Jr. AICP
67950	3/22/2016	Burton & Associates	$ 34,840.00	3/22/2016	John A. Titkanich, Jr. AICP
68061	4/13/2016	Atlantic Development	$ 40,358.13	4/13/2016	John A. Titkanich, Jr. AICP
68082	4/18/2016	Cardno, Inc.	$ 32,250.00	4/15/2016	John A. Titkanich, Jr. AICP
68117	4/25/2016	Cardno, Inc.	$ 25,700.00	4/25/2016	John A. Titkanich, Jr. AICP

50 Purchase Order Approved by City Manager

Prepared by Purchasing 5/2/2016

Purchase Order Approvals 10-01-15 thru 04-30-16
$25,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
67362	11/30/2015	Cocoa Main Street	$ 25,000.00	11/3/2015	COCOA
67465	12/14/2015	Infrastructure Solution Service	$ 33,841.00	2/3/2015	COCOA
67466	12/14/2015	Quentin L. Hampton Assoc.	$ 41,242.91	7/7/2015	COCOA
67497	12/16/2015	Alliance for Neighborhood	$ 25,000.00	12/14/2015	COCOA
68135	4/28/2016	Infrastructure Solution Service	$ 40,000.00	4/18/2016	DIAMOND SQUARE

5 Purchase Order Approved by CRA

Prepared by Purchasing 5/2/2016

Purchase Order Approvals 10-01-15 thru 04-30-16
$25,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
66741	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66742	10/6/2015	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
66907	10/12/2015	H&H Liquid Sludge Disposal, Inc.	$ 40,000.00	9/22/2015	City Council
66913	10/12/2015	ESRI Environmental Systems, Inc.	$ 27,275.00	9/9/2014	City Council
66914	10/12/2015	Glover Oil Company Inc.	$ 26,523.00	7/8/2014	City Council
66956	10/15/2015	Verizon Wireless	$ 42,720.00	7/24/2012	City Council
67042	10/22/2015	Glover Oil Company Inc.	$ 49,000.00	7/8/2014	City Council
67049	10/22/2015	Florida Power & Light	$ 30,000.00	10/13/2015	City Council
67051	10/22/2015	Florida Power & Light	$ 50,000.00	10/13/2015	City Council
67057	10/22/2015	Water Resource Associates	$ 49,500.00	3/24/2015	City Council
67058	10/22/2015	Glover Oil Company Inc.	$ 25,964.00	7/8/2014	City Council
67060	10/22/2015	Lisa Cullen Tax Collector	$ 41,200.00	10/21/2015	City Council
67064	10/22/2015	Brandes Design-Build, Inc.	$ 26,895.00	10/13/2015	City Council
67079	10/26/2015	Glover Oil Company Inc.	$ 28,175.06	7/8/2014	City Council
67237	11/16/2015	United Self Insured Services	$ 50,000.00	9/8/2015	City Council
67264	11/18/2015	CH2M Hill Engineers, Inc.	$ 28,240.22	10/14/2014	City Council
67265	11/18/2015	Coggin Ford	$ 46,904.48	11/10/2015	City Council
67267	11/18/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67269	11/18/2015	Coggin Ford	$ 28,386.97	11/10/2015	City Council
67317	11/23/2015	Coggin Ford	$ 27,296.91	11/23/2015	City Council
67341	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67342	11/25/2015	Don Reid Ford Inc.	$ 25,506.00	11/10/2015	City Council
67343	11/25/2015	Coggin Ford	$ 27,059.94	11/10/2015	City Council
67351	11/25/2015	Coggin Ford	$ 40,950.54	11/10/2015	City Council
67353	11/25/2015	CH2M Hill Engineers, Inc.	$ 38,151.51	5/27/2014	City Council
67398	12/3/2015	Villages Construction Inc.	$ 37,009.89	10/13/2015	City Council
67399	12/3/2015	Myra Planning & Design	$ 45,285.65	3/24/2015	City Council
67401	12/3/2015	Bussen Mayer Engineering	$ 45,000.00	6/23/2015	City Council
67526	12/22/2015	CH2M Hill Engineers, Inc.	$ 25,884.84	12/8/2015	City Council
67560	12/28/2015	Glover Oil Company Inc.	$ 36,908.19	7/8/2014	City Council
67668	1/27/2016	Glover Oil Company Inc.	$ 26,201.85	7/8/2014	City Council
67751	2/11/2016	Duval Ford	$ 43,329.00	1/13/2015	City Council
67866	3/8/2016	Florida Bullet Inc.	$ 27,028.66	2/9/2016	City Council

33 Purchase Order Approved by City Council

Prepared by Purchasing 5/2/2016

Legislation Details (With Text)

File #:	16-188	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/5/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	Review The Employee Health Center usage report provided by CareATC. (Administrative Services Director)				
Sponsors:					
Indexes:	benefits, Health Center, medical				
Code sections:					
Attachments:	Copy of Cocoa April 2016 Dashboard.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 5, 2016
Agenda Date: May 24, 2016
Prepared By: Gina Maxwell, Human Resources Manager
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Review The Employee Health Center usage report provided by CareATC.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of April, there were 368 usage encounters with a total of 417 prescriptions dispensed. Some of the appointments at the Employee Health Center were for the Personal Health Assessments (PHAs), resulting in a total of 96 chronic diseases identified.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information item only.

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Cocoa Health Center Usage Dashboard Total Since Inception

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use		Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**5,090**	**527**	**410**	**117**	**309**	**193**	**310**	**418**	**251**	**71**		**850**	**1,212**	**384**	**485**	**4,450**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 2

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
Total	**2,550**				**138**	**92**	**105**	**223**	**116**	**6**		**337**	**511**	**89**	**180**	**2,237**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

						Chronic Disease Management										
	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

Legislation Details (With Text)

File #:	16-193	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	FY 2016 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April 2016 EXPENSE Budget Tracking.pdf April 2016 REVENUE Budget Tracking.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2015 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2016 thru April 30, 2016.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2016 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
04/18/16	001-1000-511.40-00	(200)	SHORTFALL IN MEMBERSHIPS AND PUBLICATIONS		2683
	001-1000-511.54-00	200			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
11/24/15	001-1100-512.12-00	(7,200)	FROM REG SALARIES & WAGES TO EXECUTIVE /SPECIAL PAY		601
	001-1100-512.15-00	7,200			
04/21/16	001-1100-512.49-00	(827)	ADOBE CREATIVE CLOUD SOFTWARE SUB MEMBER		2750
	001-1100-512.54-00	827			
2	Budget Amendments/Transfers		Division 1100 Total	$0	
1103 - INFORMATION TECHNOLOGY					
10/20/15	001-1103-516.27-00	(2,400)	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-1103-516.21-00	(3,534)	FROM FICA TAXES TO FICA TAXES		602
	001-1103-516.23-00	(7,591)	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-1103-516.12-00	(43,784)	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-1103-516.22-00	(3,179)	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-1103-516.24-00	(116)	FROM WORKER'S COMP TO WORKER'S COMP		602
01/22/16	001-1103-516.52-00	(5,000)	FROM OPERATING SUPPLIES TO COMMUNICATION SERVICES		1417
	001-1103-516.41-00	5,000			
02/26/16	001-1103-516.52-00	(10,000)	FROM OPERATING SUPPLIES TO MACHINERY AND EQUIPMEN		1919
	001-1103-516.64-00	10,000			
	001-1103-516.52-00	(5,005)	FROM OPERATING SUPPLIES TO PROFESSIONAL SVCS		1919
	001-1103-516.31-00	5,005			
03/07/16	001-1103-516.52-00	(7,600)	BUDGET TXFR OPER SUPPLIE TO TRAINING		2034
	001-1103-516.55-00	7,600			
03/17/16	001-1103-516.52-00	(9,000)	TXFR FRM OPERATING SUPPLI TO PROFESSIONAL SERVICES		2166
	001-1103-516.31-00	9,000			
03/30/16	001-1103-516.52-00	(6,000)	TXFR FRM OPERATING SUPPLI TO COMMUNICATION SERVICES		2381
	001-1103-516.41-00	6,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/12/16	001-1103-516.52-00	(2,000)	FINAL BILL AT&T MIS		2571
	001-1103-516.41-00	2,000			
04/14/16	001-1103-516.68-10	(11,600)	SOCIAL MEDIA AND TEXT MSG ARCHIVE COST RECLASS		2628
	001-1103-516.52-00	11,600			
14	Budget Amendments/Transfers		Division 1103 Total	($60,604)	
1500 - FINANCE GENERAL ACCOUNTNG					
11/25/15	001-1500-513.12-00	(26,030)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-1500-513.12-12	26,030			
01/29/16	001-1500-513.52-00	(500)	FROM OPERATING SUPPLIES TO TRAINING		1603
	001-1500-513.55-00	2,000			
02/19/16	001-1500-513.12-00	(831)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1500-513.12-12	831			
3	Budget Amendments/Transfers		Division 1500 Total	$1,500	
1505 - PURCHASING					
02/19/16	001-1505-513.12-00	(14,088)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-1505-513.12-12	14,088			
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/22/16	001-1510-536.52-00	(40)	FROM OPERATING SUPPLIES TO PRINTING & BINDING		1417
	001-1510-536.47-00	40			
01/29/16	001-1510-536.52-00	(1,500)	FROM OPERATING SUPPLIES TO TRAINING		1603
03/24/16	001-1510-536.34-00	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
3	Budget Amendments/Transfers		Division 1510 Total	$91,500	
1600 - GENERAL OPERATIONS					
11/10/15	001-1600-513.49-00	(20,000)	TXFR FRM OTHER CHRGS & OB TO UNEMPLOYMENT COMP		440
	001-1600-513.25-00	20,000			
01/22/16	001-1600-513.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1420
	001-1600-513.32-00	3,500			
	001-1600-513.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1420
	001-1600-513.61-00	815,000	LAND		1419
03/24/16	001-1600-513.39-00	(15,269)	TXFR FRM CONTINGENCY TO AIDS TO OTHER GOVT AGE		2327
	001-1600-513.81-00	15,269			
04/18/16	001-1600-513.39-00	(15,438)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER		2661
	001-1600-581.91-53	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
	001-1600-513.83-01	(25,000)	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2667
	001-1600-581.91-11	25,000			
8	Budget Amendments/Transfers		Division 1600 Total	$1,204,828	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1801 - HUMAN RESOURCES					
10/22/15	001-1801-513.47-00	877	BADGE PRINTING		216
1	Budget Amendments/Transfers		Division 1801 Total	$877	
1805 - CITY CLERK					
10/22/15	001-1805-513.52-00	(877)	BADGE PRINTING		216
1	Budget Amendments/Transfers		Division 1805 Total	($877)	
2100 - POLICE ADMIN/OPERATIONS					
10/15/15	001-2100-521.46-00	(1,336)	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
10/29/15	001-2100-521.41-00	(1,824)	TXFR FRM LAW ENFC / COMM TO LAW ENFC / OPERATING		290
	001-2100-521.52-00	1,824			
11/04/15	001-2100-521.52-00	5,182	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
	001-2100-521.41-00	(1,168)	TXFR FRM LAW ENF / COMM TO LAW ENF / OPERATING		364
	001-2100-521.52-00	(1,305)	TXFR FRM LAW ENF / OPERAT TO LAW ENF / OPERATING		364
	001-2100-521.46-00	(1,135)	TXFR FRM LAW ENF / REPAIR TO LAW ENF / OPERATING		364
11/25/15	001-2100-521.12-00	(15,000)	FROM REG SALARIES & WAGES TO WAGES/SALARIES/CONTRAC		671
	001-2100-521.12-06	15,000			
12/14/15	001-2100-521.64-00	(15,120)	FROM LAW ENF / MACH & EQU TO LAW ENF / RENT & LEASE		879
	001-2100-521.44-00	15,120			
12/23/15	001-2100-521.41-00	(1,000)	CHANGE ORDER TO PO 66815		1017
	001-2100-521.52-00	500			
	001-2100-521.54-00	500			
01/14/16	001-2100-521.64-00	(811)	FROM LAW ENFC / MACH & EQ TO LAW ENFC / OPERATING		1316
	001-2100-521.52-00	811			
	001-2100-521.64-15	(22,980)	FROM MACH & EQ / IT HARDW TO MACH & EQ / JAG GRANT		1316
	001-2100-521.64-01	22,980			
02/19/16	001-2100-521.64-01	(2,106)	LAW R&M TABLETS-JAG GRANT		1811
	001-2100-521.46-00	2,106			
04/01/16	001-2100-521.64-00	(3,000)	TXFR FRM LAW ENF / MACHIN TO LAW ENF / OTHER CHRGS		2438
	001-2100-521.49-00	3,000			
13	Budget Amendments/Transfers		Division 2100 Total	$238	
2101 - POLICE COMMUNICATIONS					
10/15/15	001-2101-521.46-00	1,336	TXFR FRM LAW ENFR/REPAIR TO LAW ENFR/REPAIR		150
11/04/15	001-2101-521.64-00	(1,574)	TXFR FRM LAW ENF / CAPITL TO LAW ENF / OPERATING		364
02/19/16	001-2101-521.12-00	(1,090)	BUD TXFR S&W-ACCR PAYOUT		1806
	001-2101-521.12-12	1,090			
3	Budget Amendments/Transfers		Division 2101 Total	($238)	
2200 - FIRE ADMINISTRATION					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/14/16	001-2200-522.52-00	(150)	FROM OPERATING SUPPLIES TO POSTAGE & FREIGHT		1316
	001-2200-522.42-00	150			
03/30/16	001-2200-522.20-00	(200)	TXFR FRM CLOTHING / SHOE ALLOWANCE		2387
	001-2200-522.21-00	(8,570)	TXFR FRM FICA TAXES		2387
	001-2200-522.23-00	(29,444)	TXFR FRM LIFE / HEALTH INSURANCE		2387
	001-2200-522.12-00	(112,028)	TXFR FRM REGULAR SALARIES & WAGES		2387
	001-2200-522.22-01	(65,427)	TXFR FRM RETIREMENT CONTRIBUTIONS		2387
	001-2200-522.24-00	(5,948)	TXFR FRM WORKER'S COMPENSATION		2387
7	Budget Amendments/Transfers		Division 2200 Total	($221,617)	
2201 - FIRE OPERATIONS					
01/22/16	001-2201-522.64-00	14,200	MACHINERY AND EQUIPMENT		1418
02/26/16	001-2201-522.14-00	(15,000)	FROM OVERTIME TO CONTRACT SERVICES		1919
	001-2201-522.34-00	15,000			
03/30/16	001-2201-522.52-30	(1,157)	TXFR FRM FUEL, OIL, & LUB TO INSURANCE		2381
	001-2201-522.45-00	1,157			
	001-2201-522.20-00	200	TXFR TO CLOTHING / SHOE ALLOWANCE		2387
	001-2201-522.21-00	8,570	TXFR TO FICA TAXES		2387
	001-2201-522.23-00	29,444	TXFR TO LIFE / HEALTH INSURANCE		2387
	001-2201-522.12-00	112,028	TXFR TO REGULAR SALARIES & WAGES		2387
	001-2201-522.22-01	65,427	TXFR TO RETIREMENT CONTRIBUTIONS		2387
	001-2201-522.24-00	5,948	TXFR TO WORKER'S COMPENSATION		2387
04/18/16	001-2201-522.14-00	(137,234)	ACCRUAL PAYOUT SILVERMAN, MOHESKY, LEWIS, PIPER		2661
	001-2201-522.24-00	4,782			
	001-2201-522.21-00	7,491			
	001-2201-522.22-01	42,324			
	001-2201-522.12-12	98,075			
	001-2201-522.52-00	(4)	PATIENT CARE REPORTS COVER PO		2687
	001-2201-522.47-00	4			
11	Budget Amendments/Transfers		Division 2201 Total	$251,255	
3200 - ADMINISTRATION					
10/20/15	001-3200-515.27-00	2,400	FROM CAFETERIA PLAN TO CAFETERIA PLAN		602
	001-3200-515.21-00	3,534	FROM FICA TAXES TO FICA TAXES		602
	001-3200-515.23-00	7,591	FROM LIFE/HEALTH INSURANC TO LIFE/HEALTH INSURANCE		602
	001-3200-515.12-00	43,784	FROM REG SALARIES & WAGES TO REG SALARIES & WAGES		602
	001-3200-515.22-00	3,179	FROM RETIREMENT CONTRIBUT TO RETIREMENT CONTRIBUTIO		602
	001-3200-515.24-00	116	FROM WORKER'S COMP TO WORKER'S COMP		602
01/28/16	001-3200-515.31-00	(12,015)	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/19/16	001-3200-515.12-12	1,790	BUD TXFR SAL-ACCR PAYOUT		1806
	001-3200-515.12-00	(1,825)	BUD TXFR SAL-ACCR PO, O/T		1806
	001-3200-515.14-00	35	BUD TXFR SALARY-OVERTIME		1806
04/18/16	001-3200-515.12-00	(1,045)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS		2682
	001-3200-515.12-12	1,045			
11	Budget Amendments/Transfers		Division 3200 Total	$48,589	
3205 - ECONOMIC DEVELOPMENT					
01/28/16	001-3205-559.31-00	12,015	FROM PROFESSIONAL SVCS TO PROFESSIONAL SVCS		1499
1	Budget Amendments/Transfers		Division 3205 Total	$12,015	
3290 - LEISURE SERVICES					
12/02/15	001-3290-574.12-00	(14,240)	TO COVER NON-CITY SPECIAL EVENTS		682
	001-3290-574.64-00	(4,990)			
	001-3290-574.22-01	6,230			
	001-3290-574.15-00	13,000			
04/18/16	001-3290-574.12-00	(6)	ACCRUAL PAYOUTS LOMBARDI & ZERVOS		2682
	001-3290-574.14-00	6			
2	Budget Amendments/Transfers		Division 3290 Total	$0	
3500 - ADMINISTRATION					
10/29/15	001-3500-519.52-00	500	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3500-519.44-00	500	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
2	Budget Amendments/Transfers		Division 3500 Total	$1,000	
3510 - PUBLIC WORKS MAINTENANCE					
10/29/15	001-3510-541.52-00	(500)	TXFR FRM OPERATING SUPPLI TO OPERATING SUPPLIES		290
	001-3510-541.44-00	(500)	TXFR FRM RENTALS AND LEAS TO RENTALS AND LEASES		290
12/14/15	001-3510-541.63-00	554,018	INFRASTRUCTURE		875
12/30/15	001-3510-541.46-00	(10,000)	FROM REPAIR AND MAINT TO OPERATING SUPPLIES		1099
	001-3510-541.52-00	10,000			
04/18/16	001-3510-541.53-00	(1,000)	ADD FUNDS TO COVER REMAINDER OF FY		2685
	001-3510-541.43-00	1,000			
5	Budget Amendments/Transfers		Division 3510 Total	$553,018	
3520 - PARKS & BEAUTIFICATION					
11/25/15	001-3520-572.12-00	(225)	FROM REG SALARIES & WAGES TO ACCRUAL PAYOUTS		623
	001-3520-572.12-12	225			
04/01/16	001-3520-572.52-00	(600)	TXFR FRM OPERATING SUPPLI TO TRAVEL AND PER DIEM		2438
	001-3520-572.40-00	600			
2	Budget Amendments/Transfers		Division 3520 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3540 - PUBLIC WORKS- FLEET MAINT					
04/21/16	001-3540-519.64-00	(3,000)	REPAIRS TO AUTOMATED FUEL SYSTEM AT CITY FLEET		2750
	001-3540-519.46-00	3,000			
1	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
04/18/16	001-3560-519.12-00	(284)	ACCRUAL PAYOUT F MARTIN		2684
	001-3560-519.12-12	284			
1	Budget Amendments/Transfers		Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
04/18/16	001-3580-519.62-00	38,709	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
	001-3580-519.64-00	(500)	COVER LEGAL ADS FOR PW BID PACKAGES		2686
	001-3580-519.49-00	500			
2	Budget Amendments/Transfers		Division 3580 Total	$38,709	
95	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,920,193**	
3230 - CRA ADMIN/OPERATIONS					
11/09/15	110-3230-559.39-00	(2,551)	FROM CASH CARRY FORWRD TO CONTINGENCY		670
	110-3230-559.63-00	4,460			
	110-3230-559.63-00	37,473			
	110-3230-559.63-00	49,645			
	110-3230-559.63-00	61,110			
	110-3230-559.34-00	7,755	FROM CASH CARRY FORWRD TO CONTRACT SERVICES		670
12/02/15	110-3230-559.83-00	(2,800)	FROM OTHER GRANTS / AIDS TO CONTRACT SERVICES		738
	110-3230-559.34-00	2,800			
02/05/16	110-3230-559.72-00	(2,729)	FROM INTEREST TO PRINCIPAL		1631
	110-3230-559.71-00	2,729			
02/19/16	110-3230-559.12-00	(18)	BUD TXFR SALARY-O/T		1806
	110-3230-559.14-00	18			
03/24/16	110-3230-559.72-00	(11,837)	TXFR FRM DEBT SERVICE TO CONTRACT SERVICES		2325
	110-3230-559.83-00	(2,663)	TXFR FRM OTHER GRANTS/AID TO CONTRACT SERVICES		2325
	110-3230-559.34-00	14,500			
7	Budget Amendments/Transfers		Division 3230 Total	$157,892	
7	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$157,892**	
3230 - CRA ADMIN/OPERATIONS					
10/05/15	111-3230-559.83-00	(2,800)	TXFR FRM OTHER GRANT & AI TO TRAINING / TRAVEL PER		41
	111-3230-559.55-00	1,010			
	111-3230-559.40-00	1,790			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/02/15	111-3230-559.83-00	(281)	FY16 REVISED BUDGET		681
	111-3230-559.63-00	162,966			
12/08/15	111-3230-559.83-00	(5,000)	FROM OTHER GRANTS & AIDS TO PROFESSIONAL SVCS		768
	111-3230-559.31-00	5,000			
02/19/16	111-3230-559.12-00	(6)	BUD TXFR SALARY-O/T		1806
	111-3230-559.14-00	6			
04/18/16	111-3230-559.31-00	5,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
	111-3230-559.63-00	10,000			
	111-3230-559.83-00	10,000			
5 Budget Amendments/Transfers			Division 3230 Total	$187,685	
5 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$187,685**	
3230 - CRA ADMIN/OPERATIONS					
11/19/15	112-3230-559.83-02	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
12/08/15	112-3230-559.43-00	(8)	FROM ELEC / WATER / SEWER TO INSURANCE		768
	112-3230-559.45-00	8			
02/26/16	112-3230-559.83-02	(1,558)	FROM GENERAL FUND TO OTHER CHRGS AND OBLG		1919
	112-3230-559.49-00	1,558			
3 Budget Amendments/Transfers			Division 3230 Total	($284)	
3 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
2100 - POLICE ADMIN/OPERATIONS					
02/19/16	141-2100-521.52-00	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
02/26/16	141-2100-521.52-00	(3,180)	FROM LAW ENF / OPERATING TO LAW ENF / CAPITAL		1934
	141-2100-521.64-00	3,180			
2 Budget Amendments/Transfers			Division 2100 Total	$27,029	
2 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$27,029**	
3580 - CAPITAL PROJECTS MNGMT					
12/14/15	301-3580-519.62-00	(8,000,000)	FROM CAPITAL PRJCT-BLDNGS TO CAPITAL PRJCT - BLDNGS		881
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	2,500,000			
	301-3580-519.62-00	3,000,000			
12/29/15	301-3580-519.62-00	(203,492)	FROM BUILDINGS TO LAND		1068
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			
	301-3580-519.61-00	203,492			
01/29/16	301-3580-519.62-00	(266,858)	FROM BUILDINGS TO LAND		1610
	301-3580-519.62-00	(10,000)			
	301-3580-519.61-00	10,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/29/16...	301-3580-519.61-00	266,858	FROM BUILDINGS TO LAND...		1610...
04/15/16	301-3580-519.62-00	(31,088)	MOVING LAND-RLTD EXPENSES FROM CAPITAL TO LAND		2654
	301-3580-519.62-00	(13,790)			
	301-3580-519.62-00	(9,453)			
	301-3580-519.61-00	9,453			
	301-3580-519.61-00	13,790			
	301-3580-519.61-00	31,088			
04/18/16	301-3580-519.62-00	(38,709)	ADDITIONAL FUNDS FOR FLEET EXPANSION PRJCT		2666
5 Budget Amendments/Transfers			Division 3580 Total	($38,709)	
5 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**($38,709)**	
1515 - FIELD SERVICES					
02/19/16	421-1515-536.12-00	(26,030)	BUD TXFR S&W-ACCR PAYOUT		1806
	421-1515-536.12-12	26,030			
04/04/16	421-1515-536.64-15	(2,600)	TXFR FRM IT HARDWARE TO WATER SEWER OPER SUPL		2443
	421-1515-536.52-00	2,600			
2 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
11/10/15	421-4010-536.31-01	(5,000)	TXFR FRM LEGAL EXPENSES TO UNEMPLOYMENT COMP		440
	421-4010-536.25-00	5,000			
01/22/16	421-4010-536.39-00	(5,000)	FROM CONTINGENCY TO ACCOUNTING & AUDITING		1423
	421-4010-536.32-00	3,500			
	421-4010-536.31-01	1,500	FROM CONTINGENCY TO LEGAL EXPENSES		1423
	421-4010-536.39-00	(171,492)	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
02/26/16	421-4010-536.31-01	(3,000)	FROM LEGAL TO REPAIR/MAINT BUILDING		1919
	421-4010-536.46-02	3,000			
03/07/16	421-4010-536.12-00	(1,184)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4010-536.12-12	1,184			
	421-4010-536.12-00	(12,426)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4010-536.14-00	12,426			
03/15/16	421-4010-536.39-00	(127,578)	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE		2165
03/24/16	421-4010-536.39-00	(93,000)	TXFR FRM CONTINGENCY TO GENERAL FUND		2329
	421-4010-581.91-01	93,000			
	421-4010-536.39-00	(408,464)	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT		2326
04/18/16	421-4010-581.91-53	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE		2678
	421-4010-536.39-00	(188,850)	ITEMS INADVERTENTLY OMITT FROM BUDGET		2672
12 Budget Amendments/Transfers			Division 4010 Total	($491,118)	
4020 - DYAL PLANT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/29/15	421-4020-536.46-00	(4,000)	TXFR FRM REPAIR AND MAINT TO REPAIR AND MAINTENANCE		295
	421-4020-536.46-00	4,000			
12/14/15	421-4020-536.46-00	753,233	TO REPAIR & MAINTENANCE		872
	421-4020-536.46-00	58,192			873
01/22/16	421-4020-536.64-00	68,814	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/07/16	421-4020-536.12-00	(13,056)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4020-536.12-12	13,056			
	421-4020-536.12-00	(26,557)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4020-536.14-00	26,557			
04/18/16	421-4020-536.46-00	188,850	ITEMS INADVERTENTLY OMITT FROM BUDGET		2672
	421-4020-536.46-00	123,606	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117		2671
04/21/16	421-4020-536.63-00	(1,440)	2 HVAC SYSTEMS BANANA RVR & VIERA BOOSTER STATIONS		2750
	421-4020-536.62-00	1,440			
9	Budget Amendments/Transfers		Division 4020 Total	$1,192,695	
4025 - WATER FIELD OPERATIONS					
01/22/16	421-4025-536.46-00	(27,608)	FROM REPAIRS AND MAINTEN TO REPAIRS / MAINT - BLDN		1421
	421-4025-536.46-02	27,608			
	421-4025-536.64-00	59,349	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/02/16	421-4025-536.12-00	(44,125)	ACCOUNTING ADJUSTMENT TO OTHER SALARIES & WAGES		1981
	421-4025-536.13-00	44,125			
03/07/16	421-4025-536.12-00	(945)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4025-536.12-12	945			
	421-4025-536.12-00	(28,000)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4025-536.14-00	28,000			
03/17/16	421-4025-536.46-00	(10,000)	TXFR FRM REPAIRS AND MAIN TO CONTRACT SERVICES		2166
	421-4025-536.34-00	10,000			
04/07/16	421-4025-536.46-00	(2,136)	ARBITRATOR FEE -SANDERLIN		2503
	421-4025-536.31-00	2,136			
04/14/16	421-4025-536.12-00	(76)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM		2627
	421-4025-536.12-12	76			
04/18/16	421-4025-536.46-00	(210,708)	ADDTNL FNDS INCREASED FDEP TESTING - ACE FLOW		2673
	421-4025-536.46-00	210,708			
9	Budget Amendments/Transfers		Division 4025 Total	$59,349	
4055 - ENGINEERING					
10/22/15	421-4055-536.63-00	(17,324)	PROJ EXTENTED-MORE FUNDS FOR SERVICES		215
	421-4055-536.63-00	17,324			
10/29/15	421-4055-536.63-00	(70,000)	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE		298

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/29/15...	421-4055-536.63-00	70,000	TXFR FRM INFRASTRUCTURE TO INFRASTRUCTURE...		298...
12/14/15	421-4055-536.63-00	(1,968,704)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		880
	421-4055-536.63-00	(1,467,681)			
	421-4055-536.63-00	(217,273)			
	421-4055-536.63-00	3,653,658			
	421-4055-536.63-00	9,537	INFRASTRUCTURE		874
	421-4055-536.63-00	11,623			
	421-4055-536.63-00	14,750			
	421-4055-536.63-00	124,533			
	421-4055-536.63-00	189,998			
	421-4055-536.63-00	388,626			
	421-4055-536.63-00	415,981			
	421-4055-536.63-00	467,162			
12/17/15	421-4055-536.63-00	(415,981)	FROM INFRASTRUCTURE TO INFRASTRUCTURE		939
	421-4055-536.63-00	415,981			
03/07/16	421-4055-536.12-00	(9,507)	BUDGET TXFR REG SALARY TO ACCRUAL PAYOUTS		2034
	421-4055-536.12-12	9,507			
04/06/16	421-4055-536.63-00	(50,000)	WATER CAPITAL PLAN		2489
	421-4055-536.68-10	50,000			
04/14/16	421-4055-536.12-00	(1,171)	ACCRUAL PAYOUTS- J. HAZES C. McCALL, & M. SUNDSTROM		2627
	421-4055-536.12-12	1,171			
04/18/16	421-4055-536.63-00	(298,066)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS		2676
	421-4055-536.63-00	(123,606)	NEW SCADA SYSTEM INADVERT BUDGETED UNDER WS1117		2671
10	Budget Amendments/Transfers			Division 4055 Total $1,200,538	
4120 - WATER RECLAMATION					
10/15/15	421-4120-536.46-00	(4,900)	TXFR FRM REPAIRS & MAINTQ TO CONTRACT SERVICES		150
	421-4120-536.31-00	4,900			
12/08/15	421-4120-536.46-00	(500)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		768
	421-4120-536.64-00	500			
12/22/15	421-4120-536.63-00	(30,000)	WS1306		990
	421-4120-536.68-10	30,000			
12/23/15	421-4120-536.46-00	(556)	TABLET ACT COSTS > BUDGET		1018
	421-4120-536.64-15	556			
01/14/16	421-4120-536.46-00	(2,920)	FROM REPAIRS & MAINTENANC TO MACHINERY & EQUIPMENT		1316
	421-4120-536.64-00	2,920			
01/22/16	421-4120-536.52-00	(892)	FROM OPERATING SUPPLIES TO MACHINERY & EQUIPMENT		1417
	421-4120-536.64-00	892			
02/19/16	421-4120-536.12-00	(6,030)	BUD TXFR S&W-ACCR PAYOUT		1806

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/19/16...	421-4120-536.12-12	6,030	BUD TXFR S&W-ACCR PAYOUT...		1806...
02/26/16	421-4120-536.64-00	(1,300)	FROM MACHINERY & EQUIPMEN TO OPERATING SUPPLIES		1919
	421-4120-536.52-00	1,300			
03/07/16	421-4120-536.12-00	(7,040)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4120-536.14-00	7,040			
04/18/16	421-4120-536.64-00	(1,345,070)	MOTOR CONTROL CNTR 1-6 & CONDUIT REPLCMNT SELLERS		2676
	421-4120-536.63-00	1,643,136			
10 Budget Amendments/Transfers			Division 4120 Total	$298,066	
4125 - SEWER FIELD OPERATIONS					
11/24/15	421-4125-536.12-00	(2,506)	FROM REG SALARIES & WAGES TO RETIREMENT CONTRIBUT		710
	421-4125-536.22-00	2,506			
	421-4125-536.22-00	(2,506)			715
	421-4125-536.12-00	2,506			
01/22/16	421-4125-536.64-00	43,329	FROM WATER SEWER CNTNGCY TO CAPITAL EQUIP - VEHICL		1422
03/07/16	421-4125-536.12-00	(10,000)	BUDGET TXFR REG SALARY TO OVERTIME		2034
	421-4125-536.14-00	10,000			
03/15/16	421-4125-536.63-00	127,578	TRANSFER FROM CONTINGENCY TO INFRASTRUCTURE		2165
03/24/16	421-4125-536.64-00	408,464	TXFR FRM CONTINGENCY TO MACHINERY & EQUIPMENT		2326
6 Budget Amendments/Transfers			Division 4125 Total	$579,371	
58 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,838,901**	
3570 - STORMWATER UTILITY					
10/15/15	423-3570-538.52-00	(500)	TXFR FRM OPERATING SUPPLI TO RENTALS AND LEASES		150
	423-3570-538.44-00	500			
02/19/16	423-3570-538.12-00	(1,082)	BUD TXFR S&W-ACCR PAYOUT		1806
	423-3570-538.12-12	1,082			
	423-3570-538.63-00	(20,000)	BUDGET TXFR FACTORY ST DRAING IMPRV AGNDA#16-026		1818
	423-3570-538.61-00	20,000			
	423-3570-538.63-00	(20,963)	RIVERFRONT PARK SOD&DRAIN PROJ#SW16RD AGND#16-028		1812
	423-3570-538.63-00	20,963			
4 Budget Amendments/Transfers			Division 3570 Total	$0	
4 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	
1801 - HUMAN RESOURCES					
04/18/16	530-1801-513.23-00	810,532	ESTABLISH RESERVES FOR SELF-FUNDED MED INS		2680
	530-1801-513.31-00	864,802	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
	530-1801-513.23-00	3,967,387			
2 Budget Amendments/Transfers			Division 1801 Total	$5,642,721	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2 Total Budget Amendments/Transfers			**HEALTH INSURANCE FUND**	**$5,642,721**	

181 Transfers & Amendments between 10/1/2015 and 4/30/2016

	FY 2016 TOTAL TRANSFERS & AMENDMENTS	**10,735,428**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2016 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2016

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/14/15	001-0000-389.99-50	(1,054,358)	FB APPROP RESERVES		875
	001-0000-331.39-10	1,148,282	FED GRANT -TRANSPORTATION		875
	001-0000-389.99-11	460,094	RESTRICTED CASH CARRY FORWARD		875
01/22/16	001-0000-334.61-10	14,200	BREVARD COUNTY EMS GRANT		1418
	001-0000-389.99-50	815,000	FUND BAL-APPROP. RESERVES		1419
03/24/16	001-0000-381.91-21	93,000	TXFR FRM OTHER SOURCES NR TO CONTRACT SERVICES		2328
04/18/16	001-0000-389.99-50	405,266	ESTABLISH RESERVES SELF FUNDED MED INSURANCE		2679
7 Budget Amendments/Transfers			Division 0000 Total	$1,881,484	
7 Total Budget Amendments/Transfers			**GENERAL FUND**	**$1,881,484**	
11/09/15	110-0000-389.99-10	161,328	FROM CASH CARRY FORWRD CONTRACT SERVICES		670
	110-0000-338.00-00	(3,436)	FROM SHARED REVENUE LOCAL CONTRACT SERVICES		670
2 Budget Amendments/Transfers			Division 0000 Total	$157,892	
2 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**$157,892**	
12/02/15	111-0000-338.00-00	(281)	FY16 REVISED BUDGET		681
	111-0000-389.99-10	162,966			
04/18/16	111-0000-381.91-01	25,000	INTERLOCAL AGREEMENT PROJ DIAMOND SQUARE CRA		2669
2 Budget Amendments/Transfers			Division 0000 Total	$187,685	
2 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$187,685**	
11/19/15	112-0000-338.00-00	(284)	REDUCE TIF REVENUE REVISED FY16 BUDGET		543
1 Budget Amendments/Transfers			Division 0000 Total	($284)	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**($284)**	
02/19/16	141-0000-389.99-11	27,029	BUD ADMNT R#2016-10 DUTY GEAR AGND#15-570		1814
1 Budget Amendments/Transfers			Division 0000 Total	$27,029	
1 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$27,029**	
12/14/15	421-0000-389.99-50	403,376	BAL FWD / FUND BAL APPROP RESERVES		874
	421-0000-389.99-50	1,218,834			
	421-0000-389.99-50	58,192	TO BALANCE FWD / BAL APPROP RESERVES		873
	421-0000-389.99-50	753,233	TO BALANCE FWD / FUN BAL APPROP RESERVES		872
04/18/16	421-0000-389.99-50	405,266	ESTBLSH RESERVES FOR SELF FUNDED MED INSURANCE		2678

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4 Budget Amendments/Transfers			Division 0000 Total	$2,838,901	
4 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$2,838,901**	
04/18/16	530-0000-381.91-01	405,266	ESTABLISH RESERVES FOR SELF-FUNDED MED INS		2680
	530-0000-381.91-21	405,266			
	530-0000-341.20-00	4,832,189	FY16 SELF-FND MED INS CLM & ADMIN SVC FEES BDGT		2677
2 Budget Amendments/Transfers			Division 0000 Total	$5,642,721	
2 Total Budget Amendments/Transfers			**HEALTH INSURANCE FUND**	**$5,642,721**	

19 Transfers & Amendments between 10/1/2015 and 4/30/2016

FY 2016 TOTAL TRANSFERS & AMENDMENTS **10,735,428**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: C:\Users\ltaylor\Desktop\Rev & Exp Agenda Reports\FY 2016 Rev & Exp Agenda Reports\FY 2016 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoljt

Date: 5/13/2016

Legislation Details (With Text)

File #:	16-194	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations April 16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of April 30, 2016. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency | as of: 5/9/2016

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
PWPAVE	Goodson Paving												
Op. Rev.		300,000.00	4/26/2016	2016-39									
Project Manager:		36,755.84	contingency authorized										
account #	001-3510-541-63-00	263,244.16	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Vendor name PO # Goodson P.O. 68188 Bid No. B4-15-57			FY16 PO Issue	FY 2016	30267	263,244.16	263,244.16		263,244.16	$ -	n/a	
		36,756	^contingency balance-->				v						
WS1222	WRF Motor Controls Sellers												
Op. Rev.		2,334,400.20	4/12/2016	2016-37									
Project Manager:		212,218.20	contingency authorized										
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Vendor name PO # Chinchor Electric Inc. P.O. 68119 B-16-05-COC			FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00		2,122,182.00	$ -	n/a	
		212,218	^contingency balance-->				v						
PW15HT	Harry T Moore Roof												
Op. Rev.		62,370.00	4/12/2016	2016-27									
Project Manager:		5,670.00	contingency authorized										
account #	001-3580-519-46-02	56,700.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Vendor name PO # TECH SYSTEMS P.O. 68114 Bid No. P-2-14-13			FY16 PO Issue	FY 2016	29977	56,700.00	56,700.00		56,700.00	$ -	n/a	
		5,670	^contingency balance-->				v						
CP11FS	Fleet Garage Addition												
Op. Rev.		275,900.00	4/12/2016	2016-25									
Project Manager:		10,000.00	contingency authorized										
account #	001-3580-519-62-00	265,900.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Vendor name PARKIT CONSTR. PO # 68120 Bid No. B-16-03-COC Fleet			FY16 PO Issue	FY 2016	30169	265,900.00	265,900.00		265,900.00	$ -	n/a	
		10,000	^contingency balance-->				v						
Info													
CP16F2	Fire Station #1 Design												
Op. Rev.		108,490.20	1/12/2016	2016-15									
Project Manager:		5,166.20	contingency authorized 5%										
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Architects Design Group PO#67486 Bid No. RFQ-11-12-COC			FY16 PO Issue	FY2016	29612	103,324.00	103,324.00	n/a	103,324.00	$ 25,275.16	n/a	
		5,166	^contingency balance-->				v						

* Fire Stations 1 and 2 were switched after Council

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS0904	Lining of Sanitary Sewer Mains													
Op. Rev.		325,756.87	12/8/2015	2015-083										
Project Manager:		20,000.00	contingency authorized											
account #	421-4125-536-63-00	305,756.87	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum					
	Insituform Technologies PO 67722		FY16 PO Issue	FY2016	29413	305,756.87	305,756.87	n/a	305,756.87	$	-	n/a		
	Contract No. 0113-1010 City of Daytona Beach													
		20,000	^contingency balance-->				v							
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape													
Op. Rev.		659,839.00	12/8/2015	2015-085										
Project Manager:		59,985.00	contingency authorized											
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum					
	Certified General Contractors PO 67555		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00	n/a	599,854.00	$	130,052.14	n/a		
	Bid No. Sole Source		*Project number changing WS16MC*											
		59,985	^contingency balance-->				v							
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services													
Op. Rev.		9,425,900.00	12/8/2015	2015-091										
Project Manager:		856,900.00	contingency authorized											
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum					
	CH2M Hill PO#67522		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00	n/a	$ 8,569,000.00	$	-	n/a		
	Bid No.RFQ-08-27-COC													
	Not in contingency.													
	PETTICOTT-SCHMITT #67619	**856,900**	^contingency balance-->				v							
	Bid No. B-15-23-COC													
CP16F1	Fire Station Headquarters/Admin Building													
Op. Rev.		152,899.95	2/23/2016	2016-14										
Project Manager:		7,280.95	contingency authorized 5%											
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum					
	Architects Design Group PO#67682		FY16 PO Issue	FY2016	29610	145,619.00	196,574.00	n/a	196,574.00	$	65,631.75	n/a		
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteriaa EOC at Fire Headquarters*		30171	50,955.00								
* Fire Stations 1 and 2 were switched after Council		**7,281**	^contingency balance-->				v							
CP16F3	Fire Station #2 Design													
Op. Rev.		161,916.30	12/8/2015	2016-16										
Project Manager:		7,710.30	contingency authorized 5%											
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum					
	Architects Design Group PO#67485		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00	-	154,206.00	$	40,508.38	n/a		
	Bid No. RFQ-11-12-COC													
		7,710	^contingency balance-->				v							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1201	Pipeline Condition Assessment to Subaqueous PCCP along S.R.520 and Subaqueous DIP along S.R. 401														
Op. Rev.		157,008.00	11/10/2015	2015-075											
Project Manager:		50,000.00	contingency authorized not to exceed $50,000			63-00									
account # 421-4055-536.63-00		107,008.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
	Logan Diving & Salvage PO # 67251		FY16 PO Issue	FY2016	29144	107,008.00		107,008.00	n/a	$ 107,008.00		$ 105,632.00	n/a	n/a	n/a
	Bid No. RFQ-14-19-COC														
	a/k/a Anderson Diving														
		50,000	^contingency balance-->					v							
WS1176	Elevated Storage Tank Structural Repairs Project														
Op. Rev.		753,157.00	9/22/15 VIII.3 AND 12/08/15 VIII.3	2015-089											
Project Manager:		68,400.00	contingency authorized	2015-066		46-00									
account # 421-4020-536.46-00		684,757.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
	C&D Construction, Inc. PO # 67462		FY15 PO Issue	FY 2015	28386	600,000.00		600,000.00	600,000.00			$ 613,785.18	$ -	n/a	n/a
	Bid No. B-15-21-COC		*FY15 Year-End PO Liquidation*			(600,000.00)		-	-						
			12/08/15 Council approved additional funds to complete project					-							
			FY2016 PO	FY2016	29384	684,757.00		684,757.00	$ -	$ 684,757.00					
		68,400	^contingency balance-->					v							
WS0803	Indian River Drive Watermain Improvements														
Op. Rev.		2,306,700.00	7/14/2015 VIII 1.	2015-033											
Project Manager: Andrew Dugan		209,700.00	10% contingency authorized			63-00									
account # 421-4055-536-63-00		2,097,000.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
	Maxwell Contracting, Inc. PO 67040		FY15 PO Issue	FY 2015	27968	2,097,000.00		2,097,000.00	2,097,000.00			$ 969,868.21	$ 499,792.45	n/a	n/a
	Bid No. B-15-04-COC		*FY15 Year-End PO Liquidation*			(1,597,207.55)		499,792.45	499,792.45						
			FY16 PO Issue	FY2016	**28763**	1,597,207.55		2,097,000.00	499,792.45	1,597,207.55					
			CO#1 additional costs for unseen work		29595	19,799.23		2,116,799.23	499,792.45	1,617,006.78					
			CO#2 replace 2" galvanized water main		29656	49,371.00		2,166,170.23	499,792.45	1,666,377.78					
			CO#3 replace 8" gravity sewer on IRD/Mulberry St.		29964	33,000.00		2,199,170.23	499,792.45	1,699,377.78					
			CO #4 Dock Locates line stops		PENDING	28,213.05		2,227,383.28	499,792.45	1,727,590.83					
		79,317	^contingency balance-->					v							
PW08PT and WS1509	Peachtree Street Improvements Phase II														
Lap Agree. 1,387,500		2,741,212.92	3/24/2015 V .8.	2015-018		3510-541-63-00	4055-536-63-00								
Project Manager: Charlene Neuterman		130,533.95	5% contingency authorized for construction & SDC												
1-account # 001-3510-541-63-00		2,610,678.97	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum					
2-account # 421-4055-536-63-00															
Restr Reserves $340,920 W/S $956,198															
FY 2015	DP Development of the Treasure Coast PO#65960 for acct 1, & PO#65962 for acct 2		65960 FY15 PO Issue	FY 2015	27406	1,553,694.27		1,553,694.27	1,553,694.27			$ 1,580,198.97	$ 467,457.38	n/a	n/a
	Myra Planning & Design PO#65818 for acct 1, & PO#65947		65962 FY15 PO Issue	FY 2015	27428		812,436.70	2,366,130.97	2,366,130.97						
			65818 FY15 PO Issue	FY 2015	27271	167,479.59		2,533,610.56	2,533,610.56						
FY2016	**Acct 1 PO# 67188 and PO 67499**		65790 FY15 PO Issue	FY 2015	27415		77,035.54	2,610,646.10	2,610,646.10						
	Acct 2 PO# 67400 & 67399		*PO 65947 FY15 Year-End PO Liquidation*	FY 2015			(45,285.65)	2,565,360.45	2,565,360.45				31,749.89		
			PO 65818 FY15 Year-End PO Liquidation	FY 2015		(121,541.98)		2,443,818.47	2,443,818.47				45,937.61		
	Bid No. B-15-12-COC		*PO 65960 FY15 Year-End PO Liquidation*	FY 2015		(1,314,475.89)		1,129,342.58	1,129,342.58				239,218.38		
			PO 65962 FY15 Year-End PO Liquidation	FY 2015			(661,885.20)	467,457.38	467,457.38				150,551.50		
			67188 FY16 PO Issue	FY 2016	29046	900,000.00		1,367,457.38	467,457.38	900,000.00	v	939,937.35			
			67499 FY16 PO Issue	FY 2016	29264	121,541.98		1,488,999.36	467,457.38	1,021,541.98	v	35,603.71			
			67400 FY16 PO Issue	FY 2016	29302		354,503.35	1,843,502.71	467,457.38	1,376,045.33	v	559,372.26			
			67399 FY16 PO Issue	FY 2016	29298		45,285.65	1,888,788.36	467,457.38	1,421,330.98	v	45,285.65			
			CO#1PO#67188			414,475.89		2,303,264.25	467,457.38	1,835,806.87					
			CO#2 PO#67188 remove traffic signal at Peachtree/Fiske no longer in plans		29887	(93,395.18)		2,209,869.07	467,457.38	1,742,411.69					
			CO#3 PO#67188 modify drainage structure etc		29902	39,581.21		2,249,450.28	467,457.38	1,781,992.90					
			CO#4 PO#67188 modify lighting and electrical activity		29903	(20,567.58)		2,228,882.70	467,457.38	1,761,425.32					
			CO#5 PO 67188 Peachtree St Improvement Phase 2		30278	55,478.46		2,284,361.16	467,457.38	1,816,903.78					
			CO#1 PO 67400 Carry Forward of funds				307,381.85	2,591,743.01	467,457.38	2,124,285.63					
			CO#2 PO 67400 Addition of water main line				37,433.58	2,629,176.59	467,457.38	2,161,719.21					
		85,003.71	^contingency balance--> Public Works			(18,903.09)									
		8,096.66	^contingency balance--> Utilities			18,497.62									
		93,100.37	Total contingency balance			(405.47)	Unreconciled difference to be researched.								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements												
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00							
Project Manager: Anna Hoang, Engineering		110,347.00	10% contingency authorized of $1,103,473										
account # 421-4055-536-63-00		1,103,473.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build, Inc. PO # 67359		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00	1,103,473.00		$ 377,767.07	$ 220,050.00	n/a	n/a
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00	220,050.00					
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00	220,050.00	883,423.00				
			CO#1		29489	7,268.19	1,110,741.19	220,050.00	890,691.19				
			CO#2		30181	7,419.37	1,118,160.56	220,050.00	898,110.56				
		95,659	^contingency balance-->										
WS1001	Industrial Park Pump Station												
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager: Anna Hoang		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00	4,445,000.00		$ 665,960.25	$ 2,959,457.53	n/a	n/a
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41	4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91	4,501,559.91					
	Quentin Hampton P.O. #67460		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53	2,959,457.53					
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38	4,501,559.91	2,959,457.53	1,542,102.38	$ 625,615.55			
			TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07	4,522,993.98	2,959,457.53	1,563,536.45	$ 35,035.37			
			PO# 67460 to QLH for SDC		29381	53,001.11	4,575,995.09	2,959,457.53	1,616,537.56	$ 5,309.33			
	CH2M PO #67455		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00	4,599,028.09	2,959,457.53	1,639,570.56				
			CO#1 PO 67318		29647	53,686.38	4,652,714.47	2,959,457.53	1,693,256.94				
			CO#2 install electronic indicators PO 67318		30007	8,917.65	4,661,632.12	2,959,457.53	1,702,174.59				
		227,868	^contingency balance-->										
WS0501	Well 17 Pipeline Improvements												
Op. Rev.		757,781.31	9/9/14 VIII.3	2014-102									
Project Manager: Andrew Dugan		68,889.21	10% contingency authorized			63-00							
account #421-4055-536.63-00		688,892.10	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Atlantic Development of Cocoa. PO# 64326		FY14 PO Issue	FY 2014	25488	688,892.10	688,892.10			$ -	$ 590,107.65	$ -	n/a
	Task Order 2014-09		*FY14 Year-End PO Liquidation*			(688,892.10)	-						
	Atlantic Development of Cocoa. PO# 64713		FY15 PO Issue	FY 2015	25843	688,892.10	688,892.10	688,892.10					
	Task Order 2014-09		*CO #1 to Repair 4" Blowoff*	FY2015	27259	8,351.11	697,243.21	697,243.21					
			FY15 Year End PO Liquidation			(107,135.56)	590,107.65	590,107.65					
	FY2016 P.O. PENDING		*PENDING FY16 PO Issue*	FY2016	PENDING	107,135.56	697,243.21	590,107.65	107,135.56				
		60,538	^contingency balance-->				v	v					
WS1216	Dyal Plant Flocculation/Sedimentation Basin Drain System Modifications												
Op. Rev.		320,086.00	9/9/14 VIII.2 and 10/13/15 VIII.6.	2015-071									
Project Manager: Anna Hoang		21,086.00	9.2% contingency authorized	2014-101		63-00							
account # 421-4055-536.63-00		70,000.00	additional contigency authorized	Note: typo on Agenda stating total contingency is $91,083, however resolution states contingency is $91,086									
		229,000.00	exp authorized before contingency				Cumulative	FY15 cum	FY16 cum				
	Villages Construction, Inc. PO# 64327 CANCELED		FY14 PO Issue	FY 2014	25489	229,000.00	229,000.00			$ 105,953.84	$ 131,648.91	$ -	n/a
	Bid No. B-14-16-COC		*FY14 Year-End PO Liquidation*			(229,000.00)	-						
	Villages Construction, Inc. FY2015 PO#64587		FY 15 PO Issue	FY 2015	25834	229,000.00	229,000.00	229,000.00					
			CO #1 electrical exploratory work		28333	4,613.16	233,613.16	233,613.16					
			FY15 Year End PO Liquidation			(101,964.25)	131,648.91	131,648.91					
	Villages Construction FY 2016 PO 67398		PO 67398 FY16 PO Issue	FY2016	29288	37,009.89	168,658.80	131,648.91	37,009.89				
			True up PO67398 balance from FY2015		29387	64,954.36	233,613.16	131,648.91	101,964.25				
			CO#1		29402	463.08	234,076.24	131,648.91	102,427.33	$ 80,403.59			
	FY 2016 CH2M Hill P.O. 67330 $18,419.11 not from "contingency"?												
	FY 2016 Brandes Design-Build Inc. PO#67064		*FY 2016 Furnish and install conduit and associated electrical work*	FY2016	28903	26,895.00	26,895.00	-	26,895.00	$ 25,550.25			
	($26,895)												
	(from authorized contigency)												
		59,115	^contingency balance-->				v	v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.	FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1117	SCADA Support Hardware Integration Services													
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090										
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00							
account #421-4055-536.63-00		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5											
		2,316,644.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00			$ 667,282.16	$ 1,544,805.10	$ -	n/a
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-						
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00	2,316,644.00					
					26634		(2,316,644.00)	-						
			CO#1-account number change only 421-4055-536.63-00		26634	2,253,869.00	62,775.00	2,316,644.00	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00	2,914,274.00					
			CO#3-to correct CO#2 Internal use only to put into right account		n/a			2,914,274.00	2,914,274.00					
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10	1,544,805.10					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	1,544,805.10	1,369,468.90				
	Same project, different task orders, not from "contingency"													
	CH2M Hill Engineers, Inc. PO# 67260													
	CH2M Hill Engineers, Inc. PO# 67261													
	CH2M Hill Engineers, Inc. PO# 67263													
	CH2M Hill Engineers, Inc. PO# 67264													
		231,664	^contingency balance-->											
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade													
Op. Rev.		645,947.00	7/8/14 V.3	2014-064										
		120,100.00	3/10/15, V.2	no Resolution: project amendment										
Project Manager: Joe DeGiovine		47,804.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		478,043.00	exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00		478,043.00			$ 18,000.00	$ 246,351.60	$ -	n/a
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)		-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00		478,043.00	478,043.00					
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00		588,643.00	588,643.00					
			FY15 Year End PO Liquidation			(342,291.40)		246,351.60	246,351.60					
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40		588,643.00	246,351.60	342,291.40				
		47,804	^contingency balance-->					v	v					
WS1113	Liquid Oxygen Conversion													
2010 Bond & Op.Rev.		2,377,268.96	7/8/14 Item V.6	2014-072										
Project Manager: A. Dugan		194,910.00	contingency authorized			63-00								
account #421 4055 536 63-00		2,182,358.96	constr' exp authorized before contingency					Cumulative	FY15 cum	FY16 cum				
				FY2013		-		-						
	Brandes Design-Build, Inc. PO# 62619		FY14 PO Issue	FY2014	23342	1,949,100.00		1,949,100.00			$ 38,670.80	$ 1,129,827.22	$ 1,061,100.00	n/a
	Bid No. B-13-12-COC		CO #1 Work on dielectric system		24985	233,258.96		2,182,358.96						
			FY14 Year-End PO Liquidation			(1,121,258.96)		1,061,100.00						
	Brandes Design-Build, Inc. PO# 64854		FY15 PO Issue	FY2015	26152	1,121,258.96		2,182,358.96	1,121,258.96					
	Bid No. B-13-12-COC		CO #2 Add'l Programming		26445	19,072.05		2,201,431.01	1,140,331.01					
			CO #3 Contract extended 63 days		26982	53,673.83		2,255,104.84	1,194,004.84					
	Brandes Design-Build, Inc. FY2016 PO# 67458		CO#4 cut free two ozone generator discharge pipes		28197	8,986.45		2,264,091.29	1,202,991.29					
			FY15 Year End PO Liquidation			(73,164.07)		2,190,927.22	1,129,827.22					
			FY16 PO Issue	FY2016	29378	73,164.07		2,264,091.29	1,129,827.22	73,164.07				
			CO#1 to Brandes FY16 P.O.67458		67458	14,731.00		2,278,822.29	1,129,827.22	87,895.07				
		98,447	^contingency balance-->					v	v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY15 Cum.	FY16 Cum.		FY2016 Expenditures	FY2015 Expenditures	FY2014 Expenditures	FY2013 Expenditures
WS1222	BNR Process Improvements														
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083											
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized												
		2,779,000.00	constr' exp authorized before contingency												
	Brandes Design-Build, Inc. PO# 62086														
	Bid No. B-13-11-COC	86,000	7/28/15 VIII. 3.	2015-037											
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order			63-00	64-00								
	Brandes Design-Build, Inc. PO# 62605	76,000	Emergency Task Order authorized ($76k before task order contingency)												
	Bid No. B-13-11-COC														
								Cumulative	FY15 cum	FY16 cum					
	Brandes Design-Build, Inc. PO# 64940			FY2012		-	-	-							
	Bid No. B-13-11-COC			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00				$ 45,175.49	$ 675,526.65	$ 2,023,431.73	$ 50,000.00
	[9[		*FY13 Year-End PO Liquidation*			(1,200,550.00)	(1,528,450.00)	50,000.00							
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00							
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29							
			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73							
								2,073,431.73							
			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29	728,344.56						
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29	739,384.56						
			CO #3 Cable Tray		27079	5,978.14		2,818,794.43	745,362.70						
			CO #4 to Remove Sludge		27209	10,000.00		2,828,794.43	755,362.70						
			FY15 Year End PO Liquidation			(79,836.05)		2,748,958.38	675,526.65						
			FY16 PO Issue	FY2016	29212	79,836.05		2,828,794.43	675,526.65	79,836.05					
			CO#1		29329	(5,000.00)		2,823,794.43	675,526.65	74,836.05					
			CO#2		29212	4,151.50		2,827,945.93	675,526.65	78,987.55					
			CO#3		29905	5,327.32		2,833,273.25	675,526.65	84,314.87					
			CO#4		30046	(5,327.32)		2,827,945.93	675,526.65	78,987.55					
	Maxwell Contracting, Inc. PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00	76,000.00	-		$ -	$ 76,000.00	n/a	
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete									

142,954 ^contingency balance--> for Brandes Design-Build
10,000 ^contingency balance--> for Maxwell Contracting

Legislation Details (With Text)

File #:	16-195	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/10/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report Apr 2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2016
Agenda Date: May 24, 2016
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending April 2016 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2016 Budget by Classification Report - Summary Listing

Through 4/30/2016

Target for April is 58%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 6,821,651		$ 5,264,773.26	$ 1,556,877.74	77%
OTHER PERMITS AND FEES	$ 3,366,886		$ 2,412,700.76	$ 954,185.24	72%
INTERGOVERNMENTAL	$ 3,788,514		$ 1,136,376.91	$ 2,652,137.09	30%
CHARGES FOR SERVICES	$ 11,012,280		$ 6,447,225.63	$ 4,565,054.37	59%
FINES AND FORFEITURES	$ 24,495		$ 16,160.67	$ 8,334.33	66%
MISCELLANEOUS	$ 793,005		$ 419,858.92	$ 373,146.08	53%
OTHER SOURCES (NON-REVENUE)	$ 13,883,978		$ 3,901,359.00	$ 9,982,619.00	28%
REVENUE TOTALS	**$ 39,690,809**		**$ 19,598,455.15**	**$ 20,092,353.85**	**49%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,909,469	$ 8,811.60	$ 11,164,978.78	$ 9,735,678.62	53%
OPERATING EXPENDITURES	$ 9,979,055	$ 1,874,087.75	$ 4,083,328.43	$ 4,021,638.82	60%
CAPITAL OUTLAY	$ 5,670,856	$ 936,020.00	$ 3,312,084.44	$ 1,422,751.56	75%
GRANTS, AIDS AND OTHER	$ 3,170,138	$ -	$ 711,583.60	$ 2,458,554.40	22%
EXPENSE TOTALS	**$ 39,729,518**	**$ 2,818,919.35**	**$ 19,271,975.25**	**$ 17,638,623.40**	56%
REVENUE TOTALS	**$ 39,690,809**	**$ -**	**$ 19,598,455.15**	**$ 20,092,353.85**	**49%**
EXPENSE TOTALS	**$ 39,729,518**	**$ 2,818,919.35**	**$ 19,271,975.25**	**$ 17,638,623.40**	**56%**
	$ (38,709)	**$ (2,818,919.35)**	**$ 326,479.90**		

Note: The General Fund Budget is temporarily out balance due to an error in agenda item 16-114 and will be corrected with agenda item 16-175 5/10/16.

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	387,392	199,655.30	52	2,711,744	4,294,115.39	158	4,648,710	354,594.61
20	00	DELINQUENT TAXES	3,333	292.02	9	23,331	1,727.18	7	40,000	38,272.82
25	00	PENALTIES RE: TAXES	416	143.30	34	2,912	2,956.85	102	5,000	2,043.15
30	00	TAX CERTIFICATES	16,666	.00		116,662	.00		200,000	200,000.00
311	**	AD VALOREM	407,807	200,090.62	49	2,854,649	4,298,799.42	151	4,893,710	594,910.58
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	24,954	48,140.67	193	174,678	180,425.90	103	299,452	119,026.10
312	**	SALES USE AND FUEL TAXES	24,954	48,140.67	193	174,678	180,425.90	103	299,452	119,026.10
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	82,314	74,311.88	90	576,198	472,126.98	82	987,768	515,641.02
40	00	GAS	1,732	1,698.26	98	12,124	9,268.07	76	20,784	11,515.93
80	00	PROPANE	1,300	1,786.39	137	9,100	9,380.10	103	15,605	6,224.90
314	**	UTILITY SERVICE TAX	85,346	77,796.53	91	597,422	490,775.15	82	1,024,157	533,381.85
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	36,194	33,844.26	94	253,358	135,651.60	54	434,332	298,680.40
315	**	COMMUNICATION SERVICE TAX	36,194	33,844.26	94	253,358	135,651.60	54	434,332	298,680.40
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	2,510.70	18	99,162	159,121.19	161	170,000	10,878.81
316	**	LOCAL BUSINESS TAX	14,166	2,510.70	18	99,162	159,121.19	161	170,000	10,878.81
310	***	TAXES	568,467	362,382.78	64	3,979,269	5,264,773.26	132	6,821,651	1,556,877.74
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	11,416	8,288.50	73	79,912	208,995.39	262	137,000	71,995.39-
10	00	TRAINING SURCHARGE	58	237.41	409	406	327.56	81	700	372.44
322	**	BUILDING PERMITS	11,474	8,525.91	74	80,318	209,322.95	261	137,700	71,622.95-
323		FRANCHISE FEES								
10	00	ELECTRICITY	64,218	52,589.66	82	449,526	255,804.15	57	770,620	514,815.85
40	00	GAS	1,510	1,578.89	105	10,570	7,008.38	66	18,120	11,111.62
70	00	SOLID WASTE	14,703	15,154.12	103	102,921	105,244.45	102	176,446	71,201.55
323	**	FRANCHISE FEES	80,431	69,322.67	86	563,017	368,056.98	65	965,186	597,129.02
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	174,916	132,065.08	76	1,224,412	1,854,752.82	152	2,099,000	244,247.18

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	586.03	88	4,662	29,905.04-	642	8,000	37,905.04
12 03	PENALTIES	83	120.64	145	581	430.00	74	1,000	570.00
12 04	TAX CERTIFICATES	12,500	.00		87,500	.00		150,000	150,000.00
12 *	SERVICE	188,165	132,771.75	71	1,317,155	1,825,277.78	139	2,258,000	432,722.22
325 **	SPECIAL ASSESSMENT	188,165	132,771.75	71	1,317,155	1,825,277.78	139	2,258,000	432,722.22
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	500	1,506.72	301	3,500	10,043.05	287	6,000	4,043.05-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	500	1,506.72	301	3,500	10,043.05	287	6,000	4,043.05-
320 ***	OTHER PERMITS & FEES	280,570	212,127.05	76	1,963,990	2,412,700.76	123	3,366,886	954,185.24
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	33,333	37,568.70	113	233,331	37,568.70	16	400,000	362,431.30
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	33,333	37,568.70	113	233,331	37,568.70	16	400,000	362,431.30
20 01	RES OFFCR - CTY CONTRACT	2,608	10,600.00	406	18,256	21,200.00	116	31,300	10,100.00
20 05	JAG GRANT	1,915	.00		13,405	22,980.00	171	22,980	.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	723	.00		5,061	.00		8,683	8,683.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	0	.00		0	11,567.76		0	11,567.76-
20 *	PUBLIC SAFETY	5,246	10,600.00	202	36,722	55,747.76	152	62,963	7,215.24
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	114,828	.00		574,140	338,833.07	59	1,148,282	809,448.93
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	153,407	48,168.70	31	844,193	432,149.53	51	1,611,245	1,179,095.47
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,750	.00		26,250	.00		45,000	45,000.00
333 **	PAYMENT IN LIEU OF TAXES	3,750	.00		26,250	.00		45,000	45,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	19,416	.00		135,912	66,260.00	49	233,000	166,740.00
50	*	ECONOMIC ENVIRONMENT	19,416	.00		135,912	66,260.00	49	233,000	166,740.00
61	10	BREVARD COUNTY EMS GRANT	1,578	.00		6,312	.00		14,200	14,200.00
90	30	HISTORIC PRESERVATION GRT	23,354	.00		163,478	.00		280,256	280,256.00
334	**	STATE GRANT	44,348	.00		305,702	66,260.00	22	527,456	461,196.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	37,945	39,074.88	103	265,615	195,663.61	74	455,349	259,685.39
12	20	8TH CNT MUNICIPAL GAS TAX	12,561	12,143.99	97	87,927	60,809.84	69	150,732	89,922.16
12	*	STATE REVENUE SHARING	50,506	51,218.87	101	353,542	256,473.45	73	606,081	349,607.55
14	00	MOBILE HOME LICENSES	1,768	671.00	38	12,376	17,754.48	144	21,220	3,465.52
15	00	ALCOHOLIC BEVERAGE	1,764	18,007.90	1021	12,348	18,147.74	147	21,169	3,021.26
18	00	LOCAL GOVERNMENT 1/2 CENT	77,819	.00		544,733	323,392.73	59	933,828	610,435.27
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	3,090.00		0	3,090.00-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,876	6,071.42	324	13,132	19,108.98	146	22,515	3,406.02
335	**	STATE SHARED REVENUES	133,733	75,969.19	57	936,131	637,967.38	68	1,604,813	966,845.62
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	335,238	124,137.89	37	2,112,276	1,136,376.91	54	3,788,514	2,652,137.09
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,249	447,250.00	100	3,130,743	3,130,750.00	100	5,366,988	2,236,238.00
31 00	ADMIN FEES STORMWATER	4,759	4,759.00	100	33,313	33,313.00	100	57,111	23,798.00
40 00	CERTIFY/COPY/SEARCH	10,870	11,976.55	110	76,090	55,124.74	72	130,440	75,315.26
90 12	PASSPORT EXECUTION FEES	552	950.00	172	3,864	5,178.00	134	6,634	1,456.00
341 **	GENERAL GOVERNMENT	463,430	464,935.55	100	3,244,010	3,224,365.74	99	5,561,173	2,336,807.26
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	675.00		0	675.00-
90 01	FALSE ALARM FEES	625	650.00	104	4,375	7,260.00	166	7,510	250.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	625	650.00	104	4,375	7,935.00	181	7,510	425.00-
342 **	PUBLIC SAFETY	625	650.00	104	4,375	7,935.00	181	7,510	425.00-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,235	35,158.19	106	232,645	244,043.74	105	398,820	154,776.26
37 11	ROCKLEDGE	20,995	21,517.88	103	146,965	128,151.78	87	251,940	123,788.22
37 12	SUN LAKE	274	285.14	104	1,918	1,715.08	89	3,291	1,575.92
37 13	COLONY PARK	149	153.70	103	1,043	896.76	86	1,791	894.24
37 16	COCOA BEACH	8,670	8,647.97	100	60,690	51,486.81	85	104,040	52,553.19
37 17	CAPE CANAVERAL	7,157	7,147.62	100	50,099	42,671.90	85	85,884	43,212.10
37 18	TITUSVILLE	312	325.42	104	2,184	1,936.62	89	3,745	1,808.38
37 *	WATER BILLING SERVICES	70,792	73,235.92	104	495,544	470,902.69	95	849,511	378,608.31
39 01	SERVICE CHARGES	31,276	59,075.72	189	218,932	260,607.11	119	375,314	114,706.89
39 03	ADMIN CHARGES	33,211	36,780.00	111	232,477	220,521.70	95	398,542	178,020.30
39 04	PENALTIES	71,513	76,554.95	107	500,591	539,318.84	108	858,157	318,838.16
39 05	NSF CHECKS	2,673	3,029.61	113	18,711	22,900.97	122	32,079	9,178.03
39 *	WATER OTHER INCOME	138,673	175,440.28	127	970,711	1,043,348.62	108	1,664,092	620,743.38
41 10	GARBAGE REVENUES	176,569	174,468.79	99	1,235,983	1,208,921.45	98	2,118,834	909,912.55
41 20	RECYCLING REVENUE	17,567	17,076.16	97	122,969	118,662.97	97	210,812	92,149.03
41 30	GREEN WASTE	15,023	14,419.26	96	105,161	100,481.76	96	180,283	79,801.24
41 *	GARBAGE COLLECTION	209,159	205,964.21	99	1,464,113	1,428,066.18	98	2,509,929	1,081,862.82
45 10	BILLING FEE - WEST WASTE	7,939	7,993.68	101	55,573	47,865.18	86	95,268	47,402.82
45 20	SALE - RECYCLING MATERIAL	153	.00		1,071	567.25	53	1,836	1,268.75

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 *	GARBAGE - OTHER REVENUE	8,092	7,993.68	99	56,644	48,432.43	86	97,104	48,671.57
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	13,084.00	300	30,527	26,168.00	86	52,336	26,168.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	8,364	.00		58,548	64,448.00	110	100,369	35,921.00
90 *	OTHER PHYSICAL ENVIRON	12,725	13,084.00	103	89,075	90,616.00	102	152,705	62,089.00
343 **	PHYSICAL ENVIRONMENT	439,441	475,718.09	108	3,076,087	3,081,365.92	100	5,273,341	2,191,975.08
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,093	5,625.45	111	35,651	38,381.42	108	61,117	22,735.58
39 11	TENANT MAINTENANCE FEES	140	184.24	132	980	883.75	90	1,691	807.25
39 20	COCOA CIVIC CENTER	4,287	3,900.52	91	30,009	48,344.07	161	51,455	3,110.93
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,690	856.95	51	11,830	11,756.48	99	20,287	8,530.52
39 *	OTHER CULTURAL SERVICES	11,210	10,567.16	94	78,470	99,365.72	127	134,550	35,184.28
40 01	COCOA VILLAGE 10% GROSS	1,680	7,953.56	473	11,760	24,144.97	205	20,165	3,979.97-
40 05	PERMIT FEES	135	100.00	74	945	1,624.41	172	1,625	.59
40 10	MARDI GRAS	0	.00		0	2,235.00		0	2,235.00-
40 *	SPECIAL EVENTS	1,815	8,053.56	444	12,705	28,004.38	220	21,790	6,214.38-
50 10	EVENT FEES	822	.00		5,754	4,688.87	82	9,873	5,184.13
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	318	.00		2,226	1,500.00	67	3,818	2,318.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,140	.00		7,980	6,188.87	78	13,691	7,502.13
347 **	CULTURE/RECREATION	14,165	18,620.72	132	99,155	133,558.97	135	170,031	36,472.03
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	18	.00		126	.00		225	225.00
349 **	OTHER CHARGES FOR SERVICE	18	.00		126	.00		225	225.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
340	***	CHARGES FOR SERVICES	917,679	959,924.36	105	6,423,753	6,447,225.63	100	11,012,280	4,565,054.37
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	2,041	1,765.52	87	14,287	16,160.67	113	24,495	8,334.33
351	**	JUDGMENTS AND FINES	2,041	1,765.52	87	14,287	16,160.67	113	24,495	8,334.33
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	2,041	1,765.52	87	14,287	16,160.67	113	24,495	8,334.33
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	3,612	2,109.20	58	25,284	48,293.31	191	43,355	4,938.31-
20	00	DIVIDENDS	0	.00		0	989.59		0	989.59-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	3,473.74-		0	3,473.74
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	3,612	2,109.20	58	25,284	45,809.16	181	43,355	2,454.16-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,267	5,028.33	54	64,869	45,297.81	70	111,210	65,912.19
362	**	RENT AND ROYALTIES	9,267	5,028.33	54	64,869	45,297.81	70	111,210	65,912.19
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	2,820.00		0	43,554.71		0	43,554.71-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	2,820.00		0	43,554.71		0	43,554.71-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	43,750	51,642.50	118	75,000	23,357.50
10	09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	12	V-COP REVENUES	0	.00		0	.00		0	.00
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	43,750	51,642.50	118	75,000	23,357.50
367		LICENSES								
00	00	LICENSES	0	.00		0	.00		0	.00
367	**	LICENSES	0	.00		0	.00		0	.00
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21	00	POLICE STATE CONTRIBUTION	11,974	.00		83,818	.00		143,695	143,695.00
22	00	FIRE STATE CONTRIBUTION	10,943	.00		76,601	.00		131,316	131,316.00
368	**	PENSION CONTRIBUTIONS	22,917	.00		160,419	.00		275,011	275,011.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	7,598	2,935.27	39	53,186	50,674.16	95	91,182	40,507.84
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	2,376	8,445.00	355	16,632	32,290.00	194	28,515	3,775.00-
90	03	CODE ENF ABATE/DEMO REV	5,173	1,595.00	31	36,211	55,086.47	152	62,084	6,997.53
90	04	MISC. POLICE REVENUES	0	208.00		0	934.49		0	934.49-
90	05	INVESTIGATIVE COSTS REIM	4,435	4,191.04	95	31,045	30,657.02	99	53,230	22,572.98
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	833	1,075.00	129	5,831	5,175.00	89	10,000	4,825.00
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	3,618	1,200.00	33	25,326	15,000.00	59	43,418	28,418.00
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	24,033	19,649.31	82	168,231	189,817.14	113	288,429	98,611.86
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	43,737.60		0	43,737.60-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	24,033	19,649.31	82	168,231	233,554.74	139	288,429	54,874.26
360	***	MISCELLANEOUS REVENUES	66,079	35,856.84	54	462,553	419,858.92	91	793,005	373,146.08
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91	12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	28,652	.00		134,134	.00		277,400	277,400.00
91	23	STORMWATER	1,562	.00		10,934	.00		18,750	18,750.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	30,214	.00		145,068	.00		296,150	296,150.00
381	**	INTERFUND TRANSFER	30,214	.00		145,068	.00		296,150	296,150.00
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS WATER REV.	441,666	441,667.00	100	3,091,662	3,091,669.00	100	5,300,000	2,208,331.00
40	01	6% CONTRIBUTION	115,670	115,670.00	100	809,690	809,690.00	100	1,388,042	578,352.00
40	*	CONTRIBUTIONS WATER REV.	557,336	557,337.00	100	3,901,352	3,901,359.00	100	6,688,042	2,786,683.00
382	**	CONTRIBUTIONS ENTERPRISE	557,336	557,337.00	100	3,901,352	3,901,359.00	100	6,688,042	2,786,683.00
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

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
389	NON OPERATING SOURCES								
90 00	OTHER NONOPERATING SOURCE	6,846	.00		47,922	.00		82,154	82,154.00
99 10	CASH CARRY FORWARD	9,166	.00		64,162	.00		110,000	110,000.00
99 11	RESTR. CASH CARRY FORWARD	46,009	.00		230,045	.00		460,094	460,094.00
99 50	FUND BAL-APPROP. RESERVES	559,466	.00		3,450,202	.00		6,247,538	6,247,538.00
99 *	BALANCE FORWARD	614,641	.00		3,744,409	.00		6,817,632	6,817,632.00
389 **	NON OPERATING SOURCES	621,487	.00		3,792,331	.00		6,899,786	6,899,786.00
380 ***	OTHER SOURCES(NON-REV)	1,209,037	557,337.00	46	7,838,751	3,901,359.00	50	13,883,978	9,982,619.00
FUND TOTAL	GENERAL FUND	3,379,111	2,253,531.44	67	22,794,879	19,598,455.15	86	39,690,809	20,092,353.85

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE****** BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	17850	17850.00	100	.00	30600	12750.00	58
11 **	EXECUTIVE SALARIES	2550	2550.00	100	17850	17850.00	100	.00	30600	12750.00	58
12-00	REGULAR SALARIES & WAGES	899366	737068.92	82	6313063	5628518.85	89	.00	10809987	5181468.15	52
12-06	SALARIES/CONTRACTUAL	1364	1650.00	121	8184	11106.25	136	.00	15000	3893.75	74
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	21178	33186.58	157	37558	203010.47	541	.00	143458	59552.47-	142
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	921908	771905.50	84	6358805	5842635.57	92	.00	10968445	5125809.43	53
13-00	OTHER SALARIES & WAGES	93434	69778.27	75	654038	528137.04	81	.00	1121265	593127.96	47
13 **	OTHER SALARIES & WAGES	93434	69778.27	75	654038	528137.04	81	.00	1121265	593127.96	47
14-00	OVERTIME	8919	26001.76	292	207143	165581.61	80	.00	251807	86225.39	66
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	8919	26001.76	292	207143	165581.61	80	.00	251807	86225.39	66
15-00	SPECIAL PAY	23843	24733.69	104	163646	185505.22	113	.00	282866	97360.78	66
15 **	SPECIAL PAY	23843	24733.69	104	163646	185505.22	113	.00	282866	97360.78	66
20-00	CLOTHING/SHOE ALLOWANCE	1704	55.00	3	11928	8711.04	73	.00	20492	11780.96	43
20 **	CLOTHING/SHOE ALLOWANCE	1704	55.00	3	11928	8711.04	73	.00	20492	11780.96	43
21-00	FICA TAXES	84553	66146.56	78	584377	498588.09	85	.00	1007230	508641.91	50
21 **	FICA TAXES	84553	66146.56	78	584377	498588.09	85	.00	1007230	508641.91	50
22-00	RETIREMENT CONTRIBUTIONS	45787	39350.29	86	320509	292392.08	91	.00	549536	257143.92	53
22-01	LICENSED POLICE/FIRE	205715	164410.45	80	1396435	1674639.43	120	.00	2425025	750385.57	69
22-02	STATE CONTRIBUTIONS	22917	.00	0	160419	.00	0	.00	275011	275011.00	0
22-03	ICMA - CITY MANAGER	668	572.76	86	4676	4200.79	90	.00	8021	3820.21	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
22 **	RETIREMENT CONTRIBUTIONS	275087	204333.50	74	1882039	1971232.30	105	.00	3257593	1286360.70	61
23-00	LIFE/HEALTH INSURANCE	256995	209709.78	82	1798965	1529135.71	85	8811.60	3084059	1546111.69	50
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	256995	209709.78	82	1798965	1529135.71	85	8811.60	3084059	1546111.69	50
24-00	WORKER'S COMPENSATION	53392	27676.46	52	368962	288284.90	78	.00	636002	347717.10	45
24 **	WORKER'S COMPENSATION	53392	27676.46	52	368962	288284.90	78	.00	636002	347717.10	45
25-00	UNEMPLOYMENT COMPENSATION	1818	.00	0	10908	5775.00	53	.00	20000	14225.00	29
25 **	UNEMPLOYMENT COMPENSATION	1818	.00	0	10908	5775.00	53	.00	20000	14225.00	29
27-00	CAFETERIA PLAN	19092	17630.00	92	133644	123542.30	92	.00	229110	105567.70	54
27 **	CAFETERIA PLAN	19092	17630.00	92	133644	123542.30	92	.00	229110	105567.70	54
31-00	PROFESSIONAL SERVICES	47530	11794.95	25	323776	194711.46	60	184145.19	561460	182603.35	68
31-01	LEGAL FEES	36469	32669.42	90	254782	190800.34	75	212713.66	437130	33616.00	92
31-02	MEDICAL SERVICES	2588	.00	0	18116	5035.18	28	24788.22	31067	1243.60	96
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	7651	13125.00	172	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19272	5138.62	27	134904	82512.39	61	52391.61	231264	96360.00	58
31 **	PROFESSIONAL SERVICES	106952	49602.99	46	739229	486184.37	66	474038.68	1274046	313822.95	75
32-00	ACCOUNTING & AUDITING	4014	.00	0	26931	42390.00	157	1110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	26931	42390.00	157	1110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	87987	41961.47	48	541979	506994.19	94	386353.86	981993	88644.95	91
34-03	CUSTOMER SERVICE CONTRACT	152617	149608.41	98	1068319	896005.77	84	.00	1831411	935405.23	49
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1250	.00	0	8750	4560.00	52	6840.00	15000	3600.00	76
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	241854	191569.88	79	1619048	1407559.96	87	393193.86	2828404	1027650.18	64

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	10668	.00	0	102687	.00	0	.00	156030	156030.00	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	22235	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	15115	.00	0	124922	.00	0	.00	156030	156030.00	0
40-00	TRAVEL & PER DIEM	3139	1047.80	33	21571	6430.36	30	.00	37356	30925.64	17
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3139	1047.80	33	21571	6430.36	30	.00	37356	30925.64	17
41-00	COMMUNICATION	13041	5841.97	45	83642	75859.59	91	62388.61	148895	10646.80	93
41 **	COMMUNICATION	13041	5841.97	45	83642	75859.59	91	62388.61	148895	10646.80	93
42-00	POSTAGE & FREIGHT	35282	30656.98	87	246923	225898.02	92	163144.08	423420	34377.90	92
42 **	POSTAGE & FREIGHT	35282	30656.98	87	246923	225898.02	92	163144.08	423420	34377.90	92
43-00	ELECTRIC/WATER/SEWER	53687	46409.39	86	374807	298064.67	80	303539.72	643268	41663.61	94
43 **	ELECTRIC/WATER/SEWER	53687	46409.39	86	374807	298064.67	80	303539.72	643268	41663.61	94
44-00	RENTALS AND LEASES	15126	12268.50	81	102858	77432.17	75	82667.06	178536	18436.77	90
44 **	RENTALS AND LEASES	15126	12268.50	81	102858	77432.17	75	82667.06	178536	18436.77	90
45-00	INSURANCE	31986	.00	0	223077	259031.65	116	.00	383061	124029.35	68
45 **	INSURANCE	31986	.00	0	223077	259031.65	116	.00	383061	124029.35	68
46-00	REPAIRS & MAINTENANCE	32527	9461.37	29	225740	185236.98	82	55257.86	388442	147947.16	62
46-02	REPAIR/MAINT BUILDING	48759	9729.34	20	341313	90308.02	27	87535.70	585116	407272.28	30
46-03	REPAIR/MAINT-VEHICLES	19613	10931.62	56	137291	85026.96	62	4235.22	235413	146150.82	38
46-05	HYDRANT FEES	12083	14734.35	122	84581	87007.95	103	.00	145000	57992.05	60
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	112982	44856.68	40	788925	447579.91	57	147028.78	1353971	759362.31	44
47-00	PRINTING & BINDING	1277	519.25	41	8921	8226.58	92	655.25	15371	6489.17	58
47 **	PRINTING & BINDING	1277	519.25	41	8921	8226.58	92	655.25	15371	6489.17	58
48-00	PROMOTIONAL ACTIVITIES	5574	2748.51	49	39018	14483.67	37	9450.00	66925	42991.33	36
48-11	BUSINESS ASSIST. PROGRAM	1666	.00	0	11662	.00	0	.00	20000	20000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	7240	2748.51	38	50680	14483.67	29	9450.00	86925	62991.33	28
49-00	OTHER CHARGES & OBLIG.	36742	5249.67	14	256342	77493.23	30	35993.63	440108	326621.14	26
49-02	ADVERTISING	25	.00	0	175	230.17	132	.00	300	69.83	77
49-05	BROWNFIELDS REDEV PROG	33333	.00	0	233331	34034.47	15	121910.00	400000	244055.53	39
49-06	BROWNFIELD PROG CITY COST	625	.00	0	4375	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	3352.33-	26-	89824	66693.58-	74-	.00	154000	220693.58	43-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	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 **	OTHER CHARGES & OBLIG.	83557	1897.34	2	584047	45064.29	8	157903.63	1001908	798940.08	20
52-00	OPERATING SUPPLIES	62430	19438.59	31	451343	470070.96	104	53464.14	763631	240095.90	69
52-02	UNIFORMS	1566	2310.61	148	10962	8465.71	77	5778.59	18800	4555.70	76
52-05	EMS 1st RESP-CONSUM SUPP	2331	3595.24	154	16317	18503.83	113	711.82	27981	8765.35	69
52-07	JANITORIAL SUPPLIES	2084	1877.07	90	14588	12245.63	84	.00	25018	12772.37	49
52-10	HEATING FUEL	110	.00	0	770	530.61	69	795.39	1326	.00	100
52-30	FUEL, OIL, & LUBRICANTS	23316	12042.58	52	164037	83356.62	51	.00	280671	197314.38	30
52-33	EMPLOYEE HEALTH CENTER	4672	.00	0	32704	24159.00	74	8545.00	56064	23360.00	58
52 **	OPERATING SUPPLIES	96509	39264.09	41	690721	617332.36	89	69294.94	1173491	486863.70	59
53-00	ROAD MATERIALS/SUPPLIES	8666	.00	0	61664	18247.99	30	5437.14	105000	81314.87	23

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53 **	ROAD MATERIALS/SUPPLIES	8666	.00	0	61664	18247.99	30	5437.14	105000	81314.87	23
54-00	MEMBERSHIP/PUBLICATIONS	3214	1130.90	35	21372	23268.72	109	1648.00	37537	12620.28	66
54 **	MEMBERSHIP/PUBLICATIONS	3214	1130.90	35	21372	23268.72	109	1648.00	37537	12620.28	66
55-00	TRAINING	7568	3272.00	43	46880	30274.12	65	2588.00	84836	51973.88	39
55 **	TRAINING	7568	3272.00	43	46880	30274.12	65	2588.00	84836	51973.88	39
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	90556	.00	0	362224	811105.96	224	.00	815000	3894.04	100
61 **	LAND	90556	.00	0	362224	811105.96	224	.00	815000	3894.04	100
62-00	BUILDINGS	29368	.00	0	166864	17216.65	10	286762.24	313709	9730.11	97
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	29368	.00	0	166864	17216.65	10	286762.24	313709	9730.11	97
63-00	INFRASTRUCTURE	203001	235221.00	116	1310203	953550.24	73	442874.35	2325206	928781.41	60
63 **	INFRASTRUCTURE	203001	235221.00	116	1310203	953550.24	73	442874.35	2325206	928781.41	60
64-00	MACHINERY AND EQUIPMENT	174748	25834.52	15	1224435	1445911.02	118	197903.41	2098212	454397.57	78
64-01	JAG GRANT	2290	20873.99	912	9423	20873.99	222	.00	20874	.01	100
64-15	IT HARDWARE	2099	.00	0	22352	13942.92	62	.00	32855	18912.08	42
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	179137	46708.51	26	1256210	1480727.93	118	197903.41	2151941	473309.66	78
68-10	SFTWR & OTHER INTANGIBLES	4450	3230.52	73	42748	49483.66	116	8480.00	65000	7036.34	89
68 **	INTANGIBLE ASSETS	4450	3230.52	73	42748	49483.66	116	8480.00	65000	7036.34	89

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
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
73 **	'93 BOND ADMIN EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	55681	.00	0	378862	657272.00	174	.00	657272	.00	100
81 **	AIDS TO GOVT AGENCY	55681	.00	0	378862	657272.00	174	.00	657272	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	4799	.00	0	58595	54311.60	93	.00	82600	28288.40	66
83 **	OTHER GRANTS AND AIDS	4799	.00	0	58595	54311.60	93	.00	82600	28288.40	66
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	4167	.00	0	4167	.00	0	.00	25000	25000.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	166666	.00	0	1166662	.00	0	.00	2000000	2000000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	67544	.00	0	67544	.00	0	.00	405266	405266.00	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 **	INTERFUND TRANSFER	238377	.00	0	1238373	.00	0	.00	2430266	2430266.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3389873	2136766.83	63	22822602	19271975.25	84	2818919.35	39729518	17638623.40	56
GRAND	TOTAL *********										
		3389873	2136766.83	63	22822602	19271975.25	84	2818919.35	39729518	17638623.40	56



FY 2016 Budget by Classification Report - Summary Listing

Through 4/30/2016

Target for April is 58%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,475,632		$ 821,525.00	$ 654,107.00	56%
CHARGES FOR SERVICES	$ 55,252,361		$ 31,089,208.18	$ 24,163,152.82	56%
MISCELLANEOUS	$ 118,715		$ 191,945.56	$ (73,230.56)	162%
OTHER SOURCES (NON-REVENUE)	$ 31,131,585		$ 268,026.34	$ 30,863,558.66	1%
REVENUE TOTALS	**$ 87,978,293**	-	**$ 32,370,705.08**	**$ 55,607,587.92**	**37%**
EXPENSE					
SALARIES AND BENEFITS	$ 12,603,126	$ 1,993.10	$ 5,943,220.35	$ 6,657,912.55	47%
OPERATING EXPENDITURES	$ 20,929,988	$ 5,716,286.74	$ 9,328,624.26	$ 5,885,077.00	72%
CAPITAL OUTLAY	$ 38,078,574	$ 20,018,005.71	$ 5,842,775.40	$ 12,217,792.89	68%
GRANTS, AIDS AND OTHER	$ 16,366,605	$ -	$ 4,673,962.00	$ 11,692,643.00	29%
EXPENSE TOTALS	**$ 87,978,293**	**$ 25,736,285.55**	**$ 25,788,582.01**	**$ 36,453,425.44**	59%
REVENUE TOTALS	**$ 87,978,293**	**$ -**	**$ 32,370,705.08**	**$ 55,607,587.92**	**37%**
EXPENSE TOTALS	**$ 87,978,293**	**$ 25,736,285.55**	**$ 25,788,582.01**	**$ 36,453,425.44**	**59%**
	$ -	**$ (25,736,285.55)**	**$ 6,582,123.07**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	56,492	82,510.00	146	395,444	553,585.00	140	677,913	124,328.00
03 11	WATER - COMMERCIAL	58,798	67,375.00	115	411,586	237,965.00	58	705,582	467,617.00
03 20	SEWER - RESIDENTIAL	691	.00		4,837	28,100.00	581	8,292	19,808.00-
03 21	SEWER - COMMERCIAL	6,987	.00		48,909	1,875.00	4	83,845	81,970.00
03 *	IMPACT FEES	122,968	149,885.00	122	860,776	821,525.00	95	1,475,632	654,107.00
324 **	IMPACT FEES	122,968	149,885.00	122	860,776	821,525.00	95	1,475,632	654,107.00
320 ***	OTHER PERMITS & FEES	122,968	149,885.00	122	860,776	821,525.00	95	1,475,632	654,107.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	304,395.56		0	304,395.56-
331 **	FEDERAL GRANTS	0	.00		0	304,395.56		0	304,395.56-
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	304,395.56		0	304,395.56-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,906,059	3,977,925.49	102	27,342,413	25,813,643.43	94	46,872,714	21,059,070.57
33 00	WATER CONNECTION FEE	20,000	38,561.02	193	140,000	225,374.19	161	240,000	14,625.81
33 02	WATER CONNECT - GRISSOM	0	.00		0	262.36		0	262.36-
33 *	WATER CONNECTION FEE	20,000	38,561.02	193	140,000	225,636.55	161	240,000	14,363.45
36 00	WATER HYDRANT FEES	211,026	237,308.79	113	1,477,182	1,566,616.88	106	2,532,321	965,704.12
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	100.00	80	875	2,200.00	251	1,500	700.00-
39 07	BACKFLOW DEVICE TEST	12,083	14,709.63	122	84,581	96,161.84	114	145,000	48,838.16
39 08	JUMPER METERS	58	250.00	431	406	1,150.00	283	700	450.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,000.00	300	7,000	15,500.00	221	12,000	3,500.00-
39 10	BACKFLOW PRV/RLCT TEMP	208	55.42	27	1,456	643.36	44	2,500	1,856.64

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 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	18,115.05	134	94,318	115,655.20	123	161,700	46,044.80
51 00	SEWER SALES	428,465	439,108.58	103	2,999,255	2,876,555.27	96	5,141,581	2,265,025.73
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	428,465	439,108.58	103	2,999,255	2,876,555.27	96	5,141,581	2,265,025.73
53 02	SEWER CONNECT - FINANCED	0	228.57		0	1,599.99		0	1,599.99-
53 04	SEWER CONNECT- GRISSOM	0	.00		0	1,500.87		0	1,500.87-
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	228.57		0	3,100.86		0	3,100.86-
59 01	GREASE TRAP PERMITS	516	530.70	103	3,612	3,677.50	102	6,200	2,522.50
60 00	REUSE WATER	23,820	25,656.07	108	166,740	175,479.52	105	285,845	110,365.48
60 01	REUSE WATER INSTALLATION	1,000	450.48	45	7,000	4,447.41	64	12,000	7,552.59
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	24,820	26,106.55	105	173,740	179,926.93	104	297,845	117,918.07
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,604,360	4,737,884.75	103	32,230,520	30,784,812.62	96	55,252,361	24,467,548.38
340 ***	CHARGES FOR SERVICES	4,604,360	4,737,884.75	103	32,230,520	30,784,812.62	96	55,252,361	24,467,548.38
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	4,367	627.23	14	30,569	91,473.30	299	52,415	39,058.30-
10 10	SBA	0	.00		0	.22		0	.22-
10 *	INTEREST	4,367	627.23	14	30,569	91,473.52	299	52,415	39,058.52-
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	30,407.76-		0	30,407.76
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	4,367	627.23	14	30,569	61,065.76	200	52,415	8,650.76-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		756	1,300.00	172	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		756	1,300.00	172	1,300	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	********** ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	******** ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	33,775.97	2702	8,750	95,210.21	1088	15,000	80,210.21-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	33,775.97	2702	8,750	95,210.21	1088	15,000	80,210.21-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	3,014.00	362	5,831	6,350.00	109	10,000	3,650.00
365	**	SALES OF SURPLUS SCRAP	833	3,014.00	362	5,831	6,350.00	109	10,000	3,650.00
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	4,275.67	128	23,331	28,019.59	120	40,000	11,980.41
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	4,275.67	128	23,331	28,019.59	120	40,000	11,980.41
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,333	4,275.67	128	23,331	28,019.59	120	40,000	11,980.41
360	***	MISCELLANEOUS REVENUES	9,891	41,692.87	422	69,237	191,945.56	277	118,715	73,230.56-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	23	STORMWATER	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	.00		0	36,375.00		0	36,375.00-
82 00	CONTRIBUTION S MAINLAND	0	55,054.76		0	98,302.61		0	98,302.61-
83 00	CONTRIBUTION VIERA	0	11,846.55		0	133,348.73		0	133,348.73-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	11,846.55		0	133,348.73		0	133,348.73-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,668,630	.00		17,788,420	.00		31,131,585	31,131,585.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,668,630	.00		17,788,420	.00		31,131,585	31,131,585.00
389 **	NON OPERATING SOURCES	2,668,630	66,901.31	3	17,788,420	268,026.34	2	31,131,585	30,863,558.66
380 ***	OTHER SOURCES(NON-REV)	2,668,630	66,901.31	3	17,788,420	268,026.34	2	31,131,585	30,863,558.66
FUND TOTAL	WATER/SEWER ENTERPRISE	7,405,849	4,996,363.93	68	50,948,953	32,370,705.08	64	87,978,293	55,607,587.92

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	606563	462570.60	76	4372396	3408304.91	78	.00	7405260	3996955.09	46
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	7743	1021.51	13	19286	57995.41	301	.00	57999	3.59	100
12 **	REGULAR SALARIES & WAGES	614306	463592.11	76	4391682	3466300.32	79	.00	7463259	3996958.68	46
13-00	OTHER SALARIES & WAGES	26291	20175.83	77	152517	145733.75	96	.00	283998	138264.25	51
13 **	OTHER SALARIES & WAGES	26291	20175.83	77	152517	145733.75	96	.00	283998	138264.25	51
14-00	OVERTIME	35374	29980.21	85	187598	239686.69	128	.00	364494	124807.31	66
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	35374	29980.21	85	187598	239686.69	128	.00	364494	124807.31	66
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	1255	55.00	4	8785	2080.00	24	.00	15095	13015.00	14
20 **	CLOTHING/SHOE ALLOWANCE	1255	55.00	4	8785	2080.00	24	.00	15095	13015.00	14
21-00	FICA TAXES	52794	37354.76	71	369558	281298.70	76	.00	633559	352260.30	44
21 **	FICA TAXES	52794	37354.76	71	369558	281298.70	76	.00	633559	352260.30	44
22-00	RETIREMENT CONTRIBUTIONS	103795	75798.90	73	726565	568671.37	78	.00	1245580	676908.63	46
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	103795	75798.90	73	726565	568671.37	78	.00	1245580	676908.63	46
23-00	LIFE/HEALTH INSURANCE	151571	120936.08	80	1060997	847062.88	80	.00	1818892	971829.12	47
23-02	LIFE/HEALTH RETIREES	24188	21722.06	90	169316	146536.08	87	1993.10	290263	141733.82	51
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	175759	142658.14	81	1230313	993598.96	81	1993.10	2109155	1113562.94	47
24-00	WORKER'S COMPENSATION	29946	18644.03	62	209622	185450.56	89	.00	359386	173935.44	52

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	29946	18644.03	62	209622	185450.56	89	.00	359386	173935.44	52
25-00	UNEMPLOYMENT COMPENSATION	455	.00	0	2730	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	455	.00	0	2730	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	10300	8050.00	78	72100	60400.00	84	.00	123600	63200.00	49
27 **	CAFETERIA PLAN	10300	8050.00	78	72100	60400.00	84	.00	123600	63200.00	49
31-00	PROFESSIONAL SERVICES	19186	27350.00	143	132166	78858.72	60	111632.67	228118	37626.61	84
31-01	LEGAL EXPENSES	8087	1137.50	14	58063	26975.21	47	24917.00	98500	46607.79	53
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	3500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13052	3528.40	27	91364	56656.67	62	35974.33	156631	64000.00	59
31 **	PROFESSIONAL SERVICES	40825	32015.90	78	285093	162490.60	57	172524.00	489249	154234.40	69
32-00	ACCOUNTING & AUDITING	4014	.00	0	26931	42390.00	157	1110.00	47000	3500.00	93
32 **	ACCOUNTING & AUDITING	4014	.00	0	26931	42390.00	157	1110.00	47000	3500.00	93
34-00	CONTRACT SERVICES	99043	31837.10	32	686156	262401.19	38	206684.39	1181413	712327.42	40
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447249	447250.00	100	3130743	3130750.00	100	.00	5366988	2236238.00	58
34 **	CONTRACT SERVICES	546292	479087.10	88	3816899	3393151.19	89	206684.39	6548401	2948565.42	55
39-00	CONTINGENCY	43408-	.00	0	393142	.00	0	.00	176116	176116.00	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	43408-	.00	0	393142	.00	0	.00	176116	176116.00	0
40-00	TRAVEL AND PER DIEM	1284	3894.26	303	8988	5335.54	59	.00	15436	10100.46	35
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	1284	3894.26	303	8988	5335.54	59	.00	15436	10100.46	35
41-00	COMMUNICATION	10928	5417.08	50	76496	60937.40	80	50527.99	131167	19701.61	85
41 **	COMMUNICATION	10928	5417.08	50	76496	60937.40	80	50527.99	131167	19701.61	85
42-00	FREIGHT & POSTAGE SERVICE	3917	1493.96	38	27419	25036.16	91	4870.69	47040	17133.15	64
42 **	FREIGHT & POSTAGE SERVICE	3917	1493.96	38	27419	25036.16	91	4870.69	47040	17133.15	64
43-00	ELECTRIC/WATER/SEWER	179879	118112.50	66	1259153	846821.99	67	1299803.65	2158573	11947.36	99
43 **	ELECTRIC/WATER/SEWER	179879	118112.50	66	1259153	846821.99	67	1299803.65	2158573	11947.36	99
44-00	RENTAL AND LEASES	3076	.00	0	21532	10028.64	47	7159.42	36946	19757.94	47
44 **	RENTAL AND LEASES	3076	.00	0	21532	10028.64	47	7159.42	36946	19757.94	47
45-00	INSURANCE	32705	.00	0	228935	262987.26	115	.00	392493	129505.74	67
45 **	INSURANCE	32705	.00	0	228935	262987.26	115	.00	392493	129505.74	67
46-00	REPAIRS & MAINTENANCE	528767	462169.43	87	3246298	2742791.76	85	1856942.57	5890182	1290447.67	78
46-02	REPAIR/MAINT BUILDING	41522	2976.88	7	279950	63101.71	23	242168.11	487569	182299.18	63
46-03	REPAIR/MAINT-VEHICLES	15131	9532.25	63	105917	67672.51	64	15670.65	181601	98257.84	46
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	585420	474678.56	81	3632165	2873565.98	79	2114781.33	6559352	1571004.69	76
47-00	PRINTING & BINDING	573	204.60	36	4011	3681.85	92	10.00	6900	3208.15	54
47 **	PRINTING & BINDING	573	204.60	36	4011	3681.85	92	10.00	6900	3208.15	54
48-00	PROMOTIONAL ACTIVITIES	1250	649.00	52	8750	4404.00	50	1995.00	15000	8601.00	43
48 **	PROMOTIONAL ACTIVITIES	1250	649.00	52	8750	4404.00	50	1995.00	15000	8601.00	43
49-00	OTHER CHARGES & OBLIG.	2627	2600.32	99	18389	13752.85	75	1418.75	31555	16383.40	48
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	5653.80-	39-	102081	62478.62-	61-	.00	175000	237478.62	36-
49-08	CASH OVER & UNDER	25	15.95-	64-	175	60.92-	35-	.00	300	360.92	20-
49-09	DOCUMENT RECORDING CHGS	250	460.00-	184-	1750	1518.71-	87-	.00	3000	4518.71	51-

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.	17485	3529.43-	20-	122395	50305.40-	41-	1418.75	209855	258741.65	23-
52-00	OPERATING SUPPLIES	290994	142679.80	49	2034005	1536950.45	76	1709287.66	3489012	242773.89	93
52-07	JANITORIAL SUPPLIES	852	515.46	61	5964	5530.57	93	.00	10240	4709.43	54
52-30	FUEL OIL & LUBRICANTS	32598	12752.05	39	228186	91088.10	40	95429.45	391219	204701.45	48
52-33	EMPLOYEE HEALTH CENTER	2947	.00	0	20629	16588.59	80	5867.41	35368	12912.00	64
52 **	OPERATING SUPPLIES	327391	155947.31	48	2288784	1650157.71	72	1810584.52	3925839	465096.77	88
53-00	ROAD MATERIALS/SUPPLIES	4582	.00	0	32074	2205.41	7	35000.00	55000	17794.59	68
53 **	ROAD MATERIALS/SUPPLIES	4582	.00	0	32074	2205.41	7	35000.00	55000	17794.59	68
54-00	MEMBERSHIP/PUBLICATIONS	3087	50.00	2	21609	29491.93	137	.00	37052	7560.07	80
54 **	MEMBERSHIP/PUBLICATIONS	3087	50.00	2	21609	29491.93	137	.00	37052	7560.07	80
55-00	TRAINING	6544	1005.00	15	45808	6244.00	14	9817.00	78569	62508.00	20
55 **	TRAINING	6544	1005.00	15	45808	6244.00	14	9817.00	78569	62508.00	20
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	3573	.00	0	23571	.00	0	.00	41440	41440.00	0
62 **	BUILDINGS	3573	.00	0	23571	.00	0	.00	41440	41440.00	0
63-00	INFRASTRUCTURE	3092249	287400.56	9	20066150	4969022.38	25	18918200.88	35527428	11640204.74	67
63 **	INFRASTRUCTURE	3092249	287400.56	9	20066150	4969022.38	25	18918200.88	35527428	11640204.74	67
64-00	MACHINERY & EQUIPMENT	106056	72296.75	68	1737821	840285.08	48	1095716.83	2268150	332148.09	85
64-15	IT HARDWARE	10946	.00	0	79108	7555.94	10	.00	133856	126300.06	6
64 **	MACHINERY & EQUIPMENT	117002	72296.75	62	1816929	847841.02	47	1095716.83	2402006	458448.15	81

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
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	13640	.00	0	39482	25912.00	66	4088.00	107700	77700.00	28
68 **	INTANGIBLE ASSETS	13640	.00	0	39482	25912.00	66	4088.00	107700	77700.00	28
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AIDS TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	470319	441667.00	94	3225803	3091669.00	96	.00	5577400	2485731.00	55
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749658	.00	0	5247606	772603.00	15	.00	8995897	8223294.00	9
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	67544	.00	0	67544	.00	0	.00	405266	405266.00	0
91 **	INTERFUND TRANSFER	1287521	441667.00	34	8540953	3864272.00	45	.00	14978563	11114291.00	26
95-01	6% ILO FRANCHISE FEE	115670	115670.00	100	809690	809690.00	100	.00	1388042	578352.00	58
95 **	NONOPERATING	115670	115670.00	100	809690	809690.00	100	.00	1388042	578352.00	58
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7405774	2982369.13	40	50948429	25788582.01	51	25736285.55	87978293	36453425.44	59
GRAND	TOTAL *********	7405774	2982369.13	40	50948429	25788582.01	51	25736285.55	87978293	36453425.44	59

FY 2016 Budget by Classification Report - Summary Listing

Through 4/30/2016

Target for April is 58%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,367,995		$ 820,710.95	$ 547,284.05	60%
MISCELLANEOUS	$ 2,000		$ 8,179.07	$ (6,179.07)	409%
OTHER SOURCES (NON-REVENUE)	$ 1,427,440		$ -	$ 1,427,440.00	0%
REVENUE TOTALS	**$ 2,797,435**	**-**	**$ 828,890.02**	**$ 1,968,544.98**	**30%**
EXPENSE					
SALARIES AND BENEFITS	$ 560,256	$ -	$ 276,083.62	$ 284,172.38	49%
OPERATING EXPENDITURES	$ 471,179	$ 111,846.68	$ 83,027.92	$ 276,304.40	41%
CAPITAL OUTLAY	$ 1,747,250	$ 301,437.60	$ 283,765.34	$ 1,162,047.06	33%
OTHER SOURCES (NON-REVENUE)	$ 18,750	$ -	$ -	$ 18,750.00	0%
EXPENSE TOTALS	**$ 2,797,435**	**$ 413,284.28**	**$ 642,876.88**	**$ 1,741,273.84**	**38%**
REVENUE TOTALS	**$ 2,797,435**	**$ -**	**$ 828,890.02**	**$ 1,968,544.98**	**30%**
EXPENSE TOTALS	**$ 2,797,435**	**$ 413,284.28**	**$ 642,876.88**	**$ 1,741,273.84**	**38%**
	$ -	**$ (413,284.28)**	**$ 186,013.14**		

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
39	10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
30	00	PHYSICAL ENVIRONMENT	4,166	.00		29,162	.00		50,000	50,000.00
337	**	GRANTS FROM LOCAL UNITS	4,166	.00		29,162	.00		50,000	50,000.00
330	***	INTERGOVERNMENTAL REVENUE	4,166	.00		29,162	.00		50,000	50,000.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
39	05	NSF CHECKS	0	.00		0	.00		0	.00
91	00	STORMWATER FEES	109,832	110,245.05	100	768,824	820,710.95	107	1,317,995	497,284.05
91	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91	*	STORMWATER FEES	109,832	110,245.05	100	768,824	820,710.95	107	1,317,995	497,284.05
343	**	PHYSICAL ENVIRONMENT	109,832	110,245.05	100	768,824	820,710.95	107	1,317,995	497,284.05
340	***	CHARGES FOR SERVICES	109,832	110,245.05	100	768,824	820,710.95	107	1,317,995	497,284.05
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	166	142.60	86	1,162	1,775.52	153	2,000	224.48
10	10	SBA	0	.00		0	.00		0	.00
10	*	INTEREST	166	142.60	86	1,162	1,775.52	153	2,000	224.48
20	00	DIVIDENDS	0	.00		0	7.75		0	7.75-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	104.20-		0	104.20
361	**	INTEREST AND OTHR EARNING	166	142.60	86	1,162	1,679.07	145	2,000	320.93
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	6,500.00		0	6,500.00		0	6,500.00-
364	**	DISPOSITION FIXED ASSETS	0	6,500.00		0	6,500.00		0	6,500.00-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	6,642.60	4002	1,162	8,179.07	704	2,000	6,179.07-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
90	00	OTHER NONOPERATING SOURCE	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	118,953	.00		832,671	.00		1,427,440	1,427,440.00
99	*	BALANCE FORWARD	118,953	.00		832,671	.00		1,427,440	1,427,440.00
389	**	NON OPERATING SOURCES	118,953	.00		832,671	.00		1,427,440	1,427,440.00
380	***	OTHER SOURCES(NON-REV)	118,953	.00		832,671	.00		1,427,440	1,427,440.00
FUND TOTAL		STORMWATER UTILITY	233,117	116,887.65	50	1,631,819	828,890.02	51	2,797,435	1,968,544.98

REPORT SELECTIONS

Fiscal year . . . . . : 2016
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	23697	24377.71	103	166419	162751.58	98	.00	284902	122150.42	57
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	135	.00	0	405	1081.74	267	.00	1082	.26	100
12 **	REGULAR SALARIES & WAGES	23832	24377.71	102	166824	163833.32	98	.00	285984	122150.68	57
13-00	OTHER SALARIES & WAGES	8050	3011.20	37	56350	19422.25	35	.00	96609	77186.75	20
13 **	OTHER SALARIES & WAGES	8050	3011.20	37	56350	19422.25	35	.00	96609	77186.75	20
14-00	OVERTIME	41	222.25	542	287	466.42	163	.00	500	33.58	93
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	41	222.25	542	287	466.42	163	.00	500	33.58	93
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	41	.00	0	287	110.00	38	.00	495	385.00	22
20 **	CLOTHING/SHOE ALLOWANCE	41	.00	0	287	110.00	38	.00	495	385.00	22
21-00	FICA TAXES	2494	1969.44	79	17458	13188.33	76	.00	29939	16750.67	44
21 **	FICA TAXES	2494	1969.44	79	17458	13188.33	76	.00	29939	16750.67	44
22-00	RETIREMENT CONTRIBUTIONS	2882	2345.99	81	20174	15838.96	79	.00	34584	18745.04	46
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2882	2345.99	81	20174	15838.96	79	.00	34584	18745.04	46
23-00	LIFE/HEALTH INSURANCE	5590	6233.50	112	39130	39433.21	101	.00	67089	27655.79	59
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	5590	6233.50	112	39130	39433.21	101	.00	67089	27655.79	59
24-00	WORKER'S COMPENSATION	3074	2062.83	67	21518	20431.13	95	.00	36896	16464.87	55
24 **	WORKER'S COMPENSATION	3074	2062.83	67	21518	20431.13	95	.00	36896	16464.87	55

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	680	480.00	71	4760	3360.00	71	.00	8160	4800.00	41
27 **	CAFETERIA PLAN	680	480.00	71	4760	3360.00	71	.00	8160	4800.00	41
31-00	PROFESSIONAL SERVICES	11208	1795.50	16	78456	7526.50	10	90199.50	134500	36774.00	73
31-01	LEGAL EXPENSES	83	.00	0	581	.00	0	.00	1000	1000.00	0
31-33	EMPLOYEE HEALTH CENTER	488	131.98	27	3416	2119.26	62	1345.74	5859	2394.00	59
31 **	PROFESSIONAL SERVICES	11779	1927.48	16	82453	9645.76	12	91545.24	141359	40168.00	72
34-00	CONTRACT SERVICES	416	.00	0	2912	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	4759	4759.00	100	33313	33313.00	100	.00	57111	23798.00	58
34 **	CONTRACT SERVICES	5175	4759.00	92	36225	33313.00	92	.00	62111	28798.00	54
39-00	CONTINGENCY	8291	.00	0	58037	.00	0	.00	99500	99500.00	0
39 **	CONTINGENCY	8291	.00	0	58037	.00	0	.00	99500	99500.00	0
40-00	TRAVEL & PER DIEM	183	.00	0	1281	375.00	29	.00	2200	1825.00	17
40 **	TRAVEL & PER DIEM	183	.00	0	1281	375.00	29	.00	2200	1825.00	17
41-00	COMMUNICATION	180	.00	0	1260	419.15	33	1080.85	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1260	419.15	33	1080.85	2160	660.00	69
42-00	POSTAGE & FREIGHT	125	91.19	73	875	428.51	49	245.00	1500	826.49	45
42 **	POSTAGE & FREIGHT	125	91.19	73	875	428.51	49	245.00	1500	826.49	45
43-00	ELECTRIC/WATER/SEWER	1500	930.06	62	10500	5928.17	57	10136.98	18000	1934.85	89
43 **	ELECTRIC/WATER/SEWER	1500	930.06	62	10500	5928.17	57	10136.98	18000	1934.85	89
44-00	RENTALS AND LEASES	526	75.55	14	3682	604.40	16	302.20	6310	5403.40	14
44 **	RENTALS AND LEASES	526	75.55	14	3682	604.40	16	302.20	6310	5403.40	14
45-00	INSURANCE	599	.00	0	4193	5270.91	126	.00	7191	1920.09	73
45 **	INSURANCE	599	.00	0	4193	5270.91	126	.00	7191	1920.09	73

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	3666	3415.14	93	25662	11144.32	43	6979.60	44000	25876.08	41
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2011	2721.87	135	14077	10518.32	75	.00	24135	13616.68	44
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	5677	6137.01	108	39739	21662.64	55	6979.60	68135	39492.76	42
47-00	PRINTING & BINDING	0	.00	0	0	.00	0	.00	0	.00	0
47 **	PRINTING & BINDING	0	.00	0	0	.00	0	.00	0	.00	0
49-00	OTHER CHARGES & OBLIG.	597	.00	0	4179	125.63	3	.00	7175	7049.37	2
49-07	BAD DEBT EXPENSE	833	8749.60-	1050-	5831	10687.90-	183-	.00	10000	20687.90	107-
49 **	OTHER CHARGES & OBLIG.	1430	8749.60-	612-	10010	10562.27-	106-	.00	17175	27737.27	62-
52-00	OPERATING SUPPLIES	1195	785.19	66	8365	4292.52	51	1337.35	14350	8720.13	39
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2172	1926.41	89	15204	8619.55	57	.00	26065	17445.45	33
52-33	EMPLOYEE HEALTH CENTER	110	.00	0	770	620.54	81	219.46	1323	483.00	64
52 **	OPERATING SUPPLIES	3477	2711.60	78	24339	13532.61	56	1556.81	41738	26648.58	36
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	66	.00	0	462	522.59	113	.00	800	277.41	65
54 **	MEMBERSHIP/PUBLICATIONS	66	.00	0	462	522.59	113	.00	800	277.41	65
55-00	TRAINING	250	633.00	253	1750	1887.45	108	.00	3000	1112.55	63
55 **	TRAINING	250	633.00	253	1750	1887.45	108	.00	3000	1112.55	63
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	2500	.00	0	7500	20000.00	267	.00	20000	.00	100
61 **	LAND	2500	.00	0	7500	20000.00	267	.00	20000	.00	100

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	127283	.00	0	900981	74117.34	8	301437.60	1537400	1161845.06	24
63 **	INFRASTRUCTURE	127283	.00	0	900981	74117.34	8	301437.60	1537400	1161845.06	24
64-00	MACHINERY & EQUIPMENT	15820	6500.00	41	110740	189648.00	171	.00	189850	202.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	15820	6500.00	41	110740	189648.00	171	.00	189850	202.00	100
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	1562	.00	0	10934	.00	0	.00	18750	18750.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1562	.00	0	10934	.00	0	.00	18750	18750.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	233107	55718.21	24	1631749	642876.88	39	413284.28	2797435	1741273.84	38
GRAND	TOTAL *********	233107	55718.21	24	1631749	642876.88	39	413284.28	2797435	1741273.84	38

Legislation Details (With Text)

File #:	16-211	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/12/2016			**In control:**	City Council
On agenda:	5/24/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	5-24-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2016
Agenda Date: May 24, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for April 14, 2016 - May 11, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007387	AMERICAN DIESEL INJECTION 2729 CHERBOURG RD COCOA FL 32926	4/25/16	NEW	Nonstore Retailers	321-431-5028
16-00007399	ATLANTIC WINDOW TINTING LLC 1261 W KING ST COCOA FL 32926	5/11/16	NEW	Repair and Maintenance	516-661-1727
16-00007389	BNA & RUSU LLC DBA: BP MART 1907 HIGHWAY 524 COCOA FL 32926	4/28/16	NEW	Food and Beverage Stores	813-508-8124
16-00007397	BROADMOOR ACRES COMMUNITY REST 1052 MITCHELL ST COCOA FL 32922	5/05/16	NEW	Religious, Grantmaking, Civic, Prof	321-735-8071
16-00007395	CES STEEL BUILDING INC. 115 MARYLAND AVE COCOA FL 32922	5/03/16	NEW	Merchant Wholesalers, Durable Goods	321-507-4361
16-00007396	CHOPS & JAYS BARBERSHOP 710 W KING ST COCOA FL 32922	5/04/16	NEW	Personal and Laundry Services	407-844-0888
16-00007398	COCOA FOOD MART INC. 2700 N COCOA BLVD COCOA FL 32922	5/10/16	NEW	Food and Beverage Stores	772-828-5687
16-00007381	J & J MATTRESS, LLC 1271 W KING ST COCOA FL 32922	4/14/16	NEW	Furniture and Home Furnishings Store	321-431-5933
16-00007390	KOA HOSPITALITY GROUP LLC 114 HARRISON ST COCOA FL 32922	4/28/16	NEW	Food Services and Drinking Places	321-877-1221
16-00007392	MARCEE CARPENTER'S WEBSITE DES 111 LEGION LN COCOA FL 32922	5/02/16	NEW	Professional, Scientific, and Tech S	321-261-2551
16-00007382	SPACE COAST EXPERIENCE LLC 4 HARRISON ST 10 UN COCOA FL 32922-4603	4/19/16	NEW	Scenic and Sightseeing Transportatio	321-652-4169
16-00007385	T-MOBILE LEASING LLC 1034 CLEARLAKE RD COCOA FL 32922-4407	4/20/16	NEW	Merchant Wholesalers, Durable Goods	800-927-9800
16-00007394	TREASURE COAST AUTOMOTIVE HOLD 304 S COCOA BLVD COCOA FL 32922	5/02/16	NEW	Motor Vehicle and Parts Dealers	321-877-1000
16-00007383	WILD HAWK LLC 1307 DIXON BLVD COCOA FL 32922	4/20/16	NEW	Administrative and Support Services	321-549-9360