City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, May 22, 2018

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 18-182 Approve the Agenda for the Regular meeting of May 22, 2018, as presented or with amendments.

Attachments: 05-22-18 Amended.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 18-196 Presentation of the Florida Home Rule Hero Award to City Manager John Titkanich, Jr. (Councilman Whipple)

III.2 18-197 Proclamation: Law Enforcement Appreciation Week May 13 through May 19, 2018. (Chief of Police)

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 18-142 Approval to amend the FY2018 budget by means of Budget Resolution and approve the change orders to move funds to the appropriate account numbers in order to true up the construction projects for CP16F1, CP16F2 and CP16F3 (Fire Stations 1, 2 and 3). (Public Works Director)

Attachments: 2018 Budget Resolution FY 2018
BAF-PW-Fire Station 1 WJ True Up (5-11-18)~.pdf
BAF-PW-Fire Station 2 WJ True Up (5-11-18)~.pdf
BAF-PW-Fire Station 3 WJ True Up (5-11-18)~.pdf
W&J FS#1-3 Change Orders-BAF Worksheet.xlsx

V.2 18-158 Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2019, pending the final approval of the City of Cocoa Fiscal Year 2019 budget. (Chief of Police)

Attachments: ANR MUNICIPAL SERVICES AGREEMENT.pdf

V.3 18-175 Approval of Memorandum of Understanding Intergovernmental Radio Communication Program 800MHz Advisory Committee to keep in compliance with Florida Statute 318.21(9), and authorize the Mayor to execute the MOU. (Chief of Police)

Attachments: MOU 12.50 - INITIALTHREE PAGES.pdf
KP 12.50 memo.pdf
CITY OF COCOA SIGNATURE PAGE.pdf

V.4 18-177 Approve an addendum to the Interlocal Agreement related to the Save Our Indian River Lagoon Surtax TMDL/BMAP distribution. (Assistant City Manager)

Attachments: SOIRLSurtaxILA2017Replacement.pdf
Initial SOIRLPP Credit Calculations_population by sublagoon_080417.pdf

V.5 18-185 Approve a Development Agreement between Community Housing Initiatives(CHI), Hope Jenkins, and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement and Mortgage and Note with Hope Jenkins and the City in the amount of $150,000; direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, CHI and Hope Jenkins; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (Community Services Director)

Attachments: CHI Development Agreement 5-10-18
Mortgage and note Jenkins 5-10-18
SHIP Replacement Agreement Jenkins 5-10-18

V.6 18-188 Approve a Resolution affirming the Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) homeownership project is consistent with local plans and regulations, for the purpose of submission of a Community Contribution Tax Credit Program Sponsor Project Application to the Florida Department of Economic Opportunity for the BACRAP Homeownership Project. (Community Services Director)

Attachments: BACRAP Resolution

VI. PUBLIC HEARINGS:

VI.1 18-167 Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)

Attachments: FY 18-19 Action Plan Final
SF424_2_1-V2.14-3-18
SF424D-V1.1
Non-State-Cerifications 4-3-18
CensusTracts
CocoaCRABoundaries
Action Plan Final hearing notice FL today proof of pub

VII. COUNCIL BUSINESS:

VII.1 18-186 Approve a preferred site location for the new Dr. Joe Lee Smith Center and commit up to $3.7 million to support the project. Direct the City Attorney to draft an Interlocal Agreement with the Diamond Square CRA to memorialize the City's financial contribution to the new Dr. Joe Lee Smith Center project and the Diamond Square CRA commitment to fund pool improvements and or construction, prioritize and fund park improvements for non-selected site and fund a feasibility study of repurposing the existing center. (City Manager).

Attachments: Exterior View
17.37 Dr. Joe Lee Smith Park Concept Site Plan
17.46 Provost Park Concept Plan #2
JLS Community Mtg Presentation 5-9-18

VIII. CITY BUSINESS:

MULTI-YEAR CONTRACTS:

VIII.1 18-130 Council approval for the Police Department to enter into a three-year contract with Stericycle, for biohazardous waste disposal and to authorize the City Manager and City Attorney to finalize and execute all required contracts. (Chief of Police)

Attachments: Cocoa Police HARD COPY

VIII.2 18-145 Council Approve for the Cocoa Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source for unlimited batteries and cartridges for Tasers under Project number PD15TS, using account number 001-2100-521.52-00; and to Authorize the City Manager to execute and sign the contract.

Attachments: Axon Taser Batteries and Cartridges Quote Q-158285-43167.871JT.pdf

Sole Source Resolution.doc

VIII.3 18-184 Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve a Multi-Year Agreement with Verteks Consulting, Inc., to purchase the Five9 Cloud Contact Center platform, utilizing a previously approved sole source resolution, and to authorize the City Manager to finalize all terms and execute all required contracts. (Assistant City Manager)

Attachments: Five9_VCIQ12138_QuoteValet_2017-12-20_2-38.56pm

City of Cocoa - Five9 Service Order for Telco 2018 - Signed by Five9

City of Cocoa - Five9 Telco Agreement 2018 - Signed by Five9

Budget Resolution FY 2018.docx

BAF-CM-Five9 (5-22-18)~Agenda 18-184.pdf

Email to R. Beach.pdf

IX. INFORMATIONAL AGENDA:

IX.1 18-176 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 04/30/2018. (Interim Finance Director)

Attachments: PO Monthy Report to City Council 10.01.17 thru 04.30.18.pdf

IX.2 18-181 Fire Incident Summary Report for April 2018. (Fire Chief)

Attachments: Fire Incident Summary Report April 2018.pdf

IX.3 18-190 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. (Interim Finance Director)

Attachments: Contingency-Change Order Report April 2018.pdf

IX.4 18-191 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. (Interim Finance Director)

Attachments: April 2018 Monthly Financial Report.pdf

IX.5 18-192 FY 2018 Budget Adjustment Report. (Interim Finance Director)

Attachments: April FY 2018 EXPENSE Budget Tracking Worksheet.pdf

April FY 2018 REVENUE Budget Tracking Worksheet.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	18-182	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/9/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 22, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-22-18 Amended.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2018
Agenda Date: May 22, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 22, 2018, 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 22, 2018, as presented or with amendments.

AGENDA

Amended[1]

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: May 22, 2018	**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 22, 2018 (18-182)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

1. Presentation of the Florida Home Rule Hero Award to City Manager John A. Titkanich, Jr. (18-196). (Councilman Whipple)

2. Proclamation: Law Enforcement Appreciation Week May 13 through May 19, 2018. (18-197). (Chief of Police)

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.

[1] Item VII.1: Title was Amended on Page 3

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. Approval to amend the FY2018 budget by means of Budget Resolution and approve the change orders to move funds to the appropriate account numbers in order to true up the construction projects for CP16F1, CP16F2 and CP16F3 (Fire Stations 1, 2 and 3). (18-142). (Public Works Director)

2. Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2019, pending the final approval of the City of Cocoa Fiscal Year 2019 budget. (18-158). (Chief of Police)

3. Approval of Memorandum of Understanding Intergovernmental Radio Communication Program 800MHz Advisory Committee to keep in compliance with Florida Statute 318.21(9), and authorize the Mayor to execute the MOU. (18-175). (Chief of Police)

4. Approve an addendum to the Interlocal Agreement related to the Save Our Indian River Lagoon Surtax TMDL/BMAP distribution. (18-177). (Assistant City Manager)

5. Approve a Development Agreement between Community Housing Initiatives(CHI), Hope Jenkins, and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement and Mortgage and Note with Hope Jenkins and the City in the amount of $150,000; direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, CHI and Hope Jenkins; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (18-185). (Community Services Director)

6. Approve a Resolution affirming the Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) homeownership project is consistent with local plans and regulations, for the purpose of submission of a Community Contribution Tax Credit Program Sponsor Project Application to the Florida Department of Economic Opportunity for the BACRAP Homeownership Project. (18-188). (Community Services Director)

VI. PUBLIC HEARINGS:

1. Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (18-167). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve a preferred site location for the new Dr. Joe Lee Smith Center and commit up to $3.7 million to support the project. Direct the City Attorney to draft an Interlocal Agreement with the Diamond Square CRA to memorialize the City's financial contribution to the new Dr. Joe Lee Smith Center project and the Diamond Square CRA commitment to fund pool improvements and or construction, prioritize and fund park improvements for non-selected site and fund a feasibility study of repurposing the existing center. (18-186). (City Manager).

VIII. CITY BUSINESS:

None.

MULTI-YEAR CONTRACTS:

1. Approval for the Police Department to enter into a three-year contract with Stericycle, for biohazardous waste disposal and to authorize the City Manager and City Attorney to finalize and execute all required contracts. (18-130). (Chief of Police)

2. Approve for the Cocoa Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source for unlimited batteries and cartridges for Tasers under Project number PD15TS, using account number 001-2100-521.52-00; and to Authorize the City Manager to execute and sign the contract. (18-145). (Chief of Police)

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IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 04/30/2018. (18-176). (Interim Finance Director)

2. Fire Incident Summary Report for April 2018. (18-181). (Fire Chief)
3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-190). (Interim Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-191). (Interim Finance Director)

5. FY 2018 Budget Adjustment Report. (18-192). (Interim Finance Director)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	18-196	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/16/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Presentation of the Florida Home Rule Hero Award to City Manager John Titkanich, Jr. (Councilman Whipple)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	18-197	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	5/17/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Proclamation: Law Enforcement Appreciation Week May 13 through May 19, 2018. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	18-142	**Version:** 1	**Name:**	True up fire station construction accounts
Type:	Resolution		**Status:**	Consent Agenda
File created:	4/10/2018		**In control:**	City Council
On agenda:	5/22/2018		**Final action:**	
Title:	Approval to amend the FY2018 budget by means of Budget Resolution and approve the change orders to move funds to the appropriate account numbers in order to true up the construction projects for CP16F1, CP16F2 and CP16F3 (Fire Stations 1, 2 and 3). (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	2018 Budget Resolution FY 2018 BAF-PW-Fire Station 1 WJ True Up (5-11-18)~.pdf BAF-PW-Fire Station 2 WJ True Up (5-11-18)~.pdf BAF-PW-Fire Station 3 WJ True Up (5-11-18)~.pdf W&J FS#1-3 Change Orders-BAF Worksheet.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2018
Agenda Date: May 22, 2018
Prepared By: Charlene Neuterman, Project Manager
Through: Everett J. Wegerif, PE, Public Works Director, City Engineer
Requested Action:
Approve a Resolution Amending the FY2018 Budget and approve the Change Orders to move funds to the appropriate account numbers in order to true up the construction projects for CP16F1, CP16F2 and CP16F3 (Fire Stations 1, 2 and 3).

BACKGROUND:

In August, 2016, the City of Cocoa embarked on an ambitious project to construct three fire stations. The first station to be constructed was the Administration/headquarters building on Dixon Blvd. The City entered into an agreement with W&J Construction perform the tasks associated with the project. Station #2 (Brunson Blvd.) and Station #3 (SR 524), began shortly after Station #1 on Dixon and W&J Construction was contracted to perform the construction tasks.

As Public Works staff finish the construction process for the three fire stations, line items in the activity of the pay applications need to be reclassified to account numbers that more closely reflect the construction activity. Three budget transfers will true-up the project activity for CP16F1, CP16F2 and CP16F3 so the final pay applications can be processed.

Staff requests approval to amend the FY 2018 budget by means of Budget Resolution, and approve the change orders to move the funds to the appropriate account numbers. These change orders are only meant to reclassify the activity to the correct financial account number.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Fire Station 1

Amount Requested	$ (203,763)
Account Number	_301-3580-519-62-00
Account Name	_Capital Projects - Buildings
Project Number	CP16F1
Amount Requested	$ 25,995
Account Number	_301-3580-519-61-00
Account Name	_Capital Projects - Land
Project Number	CP16F1

Amount Requested	$ 133,201
Account Number	_301-3580-519-63-00
Account Name	_Capital Projects - Infrastructure
Project Number	CP16F1

Amount Requested	$ 44,567
Account Number	_301-3580-519-64-00
Account Name	_Capital Projects - Machinery/Equipment
Project Number	CP16F1

Fire Station 2

Amount Requested	$ (127,063)
Account Number	_301-3580-519-62-00
Account Name	_Capital Projects - Building
Project Number	CP16F2

Amount Requested	$ (100,000)
Account Number	_301-3580-519-52-00
Account Name	_Capital Projects - Operating
Project Number	CP16F2

Amount Requested	$ 46,041
Account Number	_301-3580-519-61-00
Account Name	_Capital Projects - Land
Project Number	CP16F2

Amount Requested	$ 175,131
Account Number	_301-3580-519-63-00
Account Name	_Capital Projects - Infrastructure
Project Number	CP16F2

Amount Requested	$ 5,891
Account Number	_301-3580-519-64-00
Account Name	_Capital Projects - Machinery/Equipment
Project Number	CP16F2

Fire Station 3

Amount Requested	$ (282,313)
Account Number	_301-3580-519-62-00
Account Name	_Capital Projects - Building
Project Number	CP16F3

Amount Requested	$ (15,519)
Account Number	_301-3580-519-62-00
Account Name	_Capital Projects - Building
Project Number	CP16F1

Amount Requested	$ (137,270)
Account Number	_301-3580-519-52-00
Account Name	_Capital Projects - Operating
Project Number	CP16F3

Amount Requested	$ 68,332
Account Number	_301-3580-519-61-00
Account Name	_Capital Projects - Land
Project Number	CP16F3

Amount Requested	$ 361,753
Account Number	_301-3580-519-63-00
Account Name	_Capital Projects - Infrastructure
Project Number	CP16F3

Amount Requested	$ 5,017
Account Number	_301-3580-519-64-00
Account Name	_Capital Projects - Machinery/Equipment

Project Number CP16F3

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2018 Budget and approve the change orders to move funds to the appropriate account numbers in order to true up the construction projects for CP16F1, CP16F2 and CP16F3 (Fire Stations 1, 2 and 3).

RESOLUTION NO. 2018-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

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

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

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

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of May, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 05/11/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 203,763)	301-3580-519.62-00	CP16F1	Capital Project - Buildings	$ 5,011,699	$ 4,858,895	$ 4,655,132	$ 639,385
$ 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
($ 203,763)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,995	301-3580-519.61-00	CP16F1	Capital Project - Land	$ 0	$ 0	$ 25,995	$ 25,995
$ 133,201	301-3580-519.63-00	CP16F1	Capital Project - Infrastructure	$ 50,000	$ 88,600	$ 221,801	$ 172,551
$ 44,567	301-3580-519.64-00	CP16F1	Capital Project - Machinery/Equipment	$ 214,165	$ 322,974	$ 367,541	$ 67,298
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 203,763	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of land improvements, infrastructure and machinery/equipment for Fire Station 1. The money was incorrectly budgeted in the Buildings account and should have been budgeted in the other accounts. Agenda 18-142

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/22/18 *RESOLUTION #:* 2018-032

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.

4/10/18	Charlene Neuterman (Digitally signed by Charlene Neuterman Date: 2018.04.10 13:53:46 -04'00')	5/14/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.05.14 16:44:11 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/14/18	Everett J. Wegerif	5/14/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.05.14 17:19:25 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 05/11/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 127,063)	301-3580-519.62-00	CP16F2	Captial Project - Buildings	$ 5,011,699	$ 4,655,132	$ 4,528,069	$ 435,622
($ 100,000)	301-3580-519.52-00	CP16F2	Capitall Project - Operating	$ 365,074	$ 365,074	$ 265,074	$ 191,378
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 227,063)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 46,041	301-3580-519.61-00	CP16F2	Capital Project - Land	$ 0	$ 0	$ 46,041	$ 72,036
$ 175,131	301-3580-519.63-00	CP16F2	Capital Project - Infrastructure	$ 50,000	$ 221,801	$ 396,932	$ 347,682
$ 5,891	301-3580-519.64-00	CP16F2	Capital Project - Machinery/Equipment	$ 214,165	$ 367,541	$ 373,432	$ 73,189
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 227,063	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of land improvements, infrastructure and machinery/equipment for Fire Station 2. The money was incorrectly budgeted in the Buildings account and should have been budgeted in the other accounts. Agenda 18-142

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/22/18 *RESOLUTION #:* 2018-032

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.

4/10/18	Charlene Neuterman (Digitally signed by Charlene Neuterman Date: 2018.04.10 14:00:55 -04'00')	5/14/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.05.14 16:25:22 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/14/18	Everett J. Wegerif	5/14/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.05.14 17:20:27 -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 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3580 | DATE PREPARED: 05/11/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 282,313)	301-3580-519.62-00	CP16F3	Capital Project - Buildings	$ 5,011,699	$ 4,528,069	$ 4,245,756	$ 153,309
($ 137,270)	301-3580-519.52-00	CP16F3	Capital Project - Operating	$ 365,074	$ 265,074	$ 127,804	$ 54,108
($ 15,519)	301-3580-519.62-00	CP16F1	Capital Project - Buildings	$ 5,011,699	$ 4,245,756	$ 4,230,237	$ 137,790
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 435,102)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 68,332	301-3580-519.61-00	CP16F3	Capital Project - Land	$ 0	$ 0	$ 68,332	$ 140,368
$ 361,753	301-3580-519.63-00	CP16F3	Capital Project - Infrastructure	$ 50,000	$ 396,932	$ 758,685	$ 709,435
$ 5,017	301-3580-519.64-00	CP16F3	Capital Project - Machinery/Equipment	$ 214,165	$ 373,432	$ 378,449	$ 78,206
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 435,102	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the cost of operating, land, infrastructure and machinery/equipment for Fire Station 3. The money was incorrectly budgeted in the Buildings account and should have been budgeted in the other accounts. Agenda 18-142

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/22/18 *RESOLUTION #:* 2018-032

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.

4/10/18	Charlene Neuterman (Digitally signed by Charlene Neuterman Date: 2018.04.10 14:08:47 -04'00')	5/14/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.05.14 16:43:48 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
5/14/18	Everett J. Wegerif	5/14/18	Lora Howell (Digitally signed by Lora Howell Date: 2018.05.14 17:20:59 -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 #: _____

W&J Construction
Fire Station # 1 Change Order from 62-00 to Various

Line	Description	52	61	62	63	64		9/30/17 pd to date (less retainage)
28	Flagpoles					3,100.00		2790
29	Ice Machine					2,400.00		2160
30	Washer/Dryer					2,000.00		1800
31	Gas 30" Range					1,000.00		900
32	Refrigerator/Freezer					5,400.00		4860
33	Dishwasher					1,200.00		1080
34	Kitchen Hood	300.00						270
35	Equipment					10,275.00	Decon Extractor	4623.75
36	Knox Box	425.00						0
37	Window Shades	2,714.00						0
38	Bicycle Racks	840.00						756
44	Audio-Visual					40,000.00		1800
46	Mobilization & SWPPP		6,250.00					5625
46	Clear & Grub		28,764.65					25888.18
46	Earthwork		224,928.40					202435.56
46	Asphalt & Concrete Paving				109,855.95			79096.28
46	Striping, Signage, Walk Lights				12,875.00			-
48	Chain Link Fences & Gates				15,823.00			1,424.07
49	Landscape & Irrigation				61,645.00			5,548.05
50	Utilities (Water,SW,Sewer)				193,496.00			170,663.47
56	Increase size of flag pole					1,858.00		1,672.20
59	Additional Audio-Visual					2,753.66		-
61	Increase size of flag pole					2,089.65		-
62	Intersection Signal Control				2,150.00			-
63	Credit for fence				(3,787.00)			-
68	Additional Audio-Visual					2,911.16		-
71	Additional Ice Machine					4,005.28		-
78	Credit for fence				(2,125.00)			-
	Total	4,279.00	259,943.05	2,791,285.25	389,932.95	78,992.75	3,524,433	513,392.56
	FY18 Budget	92,383	-	969,648	50,000	98,127		
	FY18 Encumbered	44,324	-	573,830	41,560	93,955		
	Available FY18 Budget (4/23/18)	48,059	-	395,818	8,440	4,172	456,489	
	BAF							
	10/26/17 - Furniture ODP					12,740		
	Total W&J BAF (less HVAC)	-	-	-	-	12,740	12,740	
	Proposed BAF	-	259,944		389,933	66,253	716,130	
	Less FY2017 Pay App 11 (9/30/17)	1,026	233,949	-	256,732	21,686	513,393	
	Proposed BAF FY 2018	**-**	**25,995**	**(219,282)**	**133,201**	**44,567**	**(15,519)**	**Need to transfer to FS#3**
	Available FY18 after BAF	48,059	25,995	176,536	141,641	48,739	440,970	

W&J Construction
Fire Station # 2 Change Order from 62-00 to Various

Line Item	Description	52	61	62	63	64	64-15	9/30/17 pd to date (less retainage)
27	Range Hood Extinguisher					2,900.00		0
28	Flagpoles					4,368.00		0
29	Wire Shelving at Pantry	460.00						0
30	Extractor					8,648.00		0
31	Bike Rack Allowance	900.00						0
32	Ice Machine					1,119.00		0
33	Washer/Dryer					2,025.00		0
34	30" Range and Hood	313.00						0
35	Refrigerator/Freezer					4,770.00		0
36	Dishwasher	734.00						0
41	Audio-Video Systems						7,212.00	0
42	Mobilization & SWPPP		9,025.12					8122.61
42	Clear & Grub		22,297.65					20067.88
42	Earthwork		56,806.20					13896.54
42	Asphalt & Conc. Paving				109,765.83			0
42	Striping & Signage				5,424.20			0
44	Chain Link Fences & Gates				3,600.00			-
45	Landscape & Irrigation				49,000.00			-
46	Utilities (Water,SW,Sewer)				111,959.00			80,610.48
49	Added FPL primary conduit				2,808.57			-
54	Audio-Video budget transfer to owner						(7,212.00)	-
63	CE#17 Dumpster Pad				1,284.21			-
	Total	2,407.00	88,128.97	-	283,841.81	23,830.00	-	398,207.78	122,697.51
	FY18 Budget	122,691	-	1,720,927	28,100	115,770		
	FY18 Encumbered	12,730	-	1,537,495	7,690	101,405		
	Available FY18 Budget (4/23/18)	109,961	-	183,432	20,410	14,365	-	328,168	
	BAF							
	10/26/17 - Furniture ODP					3,630		
	4/10/18 - Pay App 7			(10,972)		10,972		
	5/4/18 - Pay App 8			(31,437)	28,100	3,337		
	Total W&J BAF (less HVAC)	-	-	(42,409)	28,100	17,939	-	3,630	
	Proposed BAF	-	88,129	-	255,742	5,891	-	349,762	
	Less FY2017 Pay App 2 (9/30/17)	-	42,088	-	80,611	-	-	122,699	
	Proposed BAF FY 2018	**(100,000)**	**46,041**	**(127,063)**	**175,131**	**5,891**	**-**	**-**	
	Available FY18 after BAF	9,961	46,041	56,369	195,541	20,256	-	328,168	

W&J Construction
Fire Station # 3 Change Order from 62-00 to Various

Line Item	Description	52	61	62	63	64	64-15	9/30/17 pd to date (less retainage)	
25a	Conservation Signage	400						0	
27	Range Hood Extinguisher					2,900.00		0	
28	Flagpoles					4,368.00		0	
29	Wire Shelving at Pantry	460.00						0	
30	Extractor					8,648.00		0	
31	Bike Rack Allowance	900.00						0	
32	Ice Machine					1,119.00		0	
33	Washer/Dryer					2,025.00		0	
34	30" Range and Hood	313.00						0	
35	Refrigerator/Freezer					4,770.00		0	
36	Dishwasher	734.00						0	
41	Audio-Video Systems						7,994.00	0	
42	Mobilization & SWPPP		9,015.00					8113.5	
42	Clear & Grub		48,435.45					43591.9	
42	Earthwork		175,837.22					113250.56	
42	Asphalt & Conc. Paving				216,212.35			0	
42	Striping & Signage				8,710.98			-	
44	Chain Link Fences & Gates				16,162.00			-	
45	Landscape & Irrigation				42,000.00			-	
46	Utilities (Water,SW,Sewer)				78,482.00			5,650.70	
	CE#13 drilled concrete for comm pole				16,336.47			-	
	Audio-Video budget transfer to owner						(7,994.00)		
	Total	2,807.00	233,287.67	-	377,903.80	23,830.00	-	637,828.47	170,606.66
	FY18 Budget	150,000	-	2,025,757	10,500	120,914			
	FY18 Encumbered	12,730	-	1,743,444	-	93,955			
	Available FY18 Budget (4/23/18)	137,270	-	282,313	10,500	26,959	-	457,042	
	BAF								
	10/26/17 - Furniture ODP			(20,000)		3,630			
	4/10/18 - Pay App 8			(11,846)		11,846			
	5/4/18 - Pay App 9			(13,837)	10,500	3,337			
	Total W&J BAF (less HVAC)	-	-	(45,683)	10,500	18,813	-	(16,370)	
	Proposed BAF	-	233,288	-	367,404	5,017	-	605,709	
	Less FY2017 Pay App 3 (9/30/17)	-	164,956	-	5,651	-	-	170,607	
	Proposed BAF FY 2018	**(137,270)**	**68,332**	**(282,313)**	**361,753**	**5,017**	**-**	15,519	**transfer from FS#1**
	Available FY18 after BAF	-	68,332	-	372,253	31,976	-	472,561	

Legislation Details (With Text)

File #:	18-158	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/17/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2019, pending the final approval of the City of Cocoa Fiscal Year 2019 budget. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ANR MUNICIPAL SERVICES AGREEMENT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 17, 2018
Agenda Date: May 22, 2018
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2019, pending the final approval of the City of Cocoa Fiscal Year 2019 budget.

BACKGROUND:

The Cocoa Police Department wishes to continue its partnership with Alliance for Neighborhood Restoration of Brevard to continue the initiative with the Cocoa Police Athletic League which focuses on at-risk youth. Alliance for Neighborhood Restoration of Brevard provides the Executive Director and staff to oversee the day to day operations of the programs that make up the Cocoa Police Athletic League. These programs include, but are not limited to, basketball, bowling, after school programs, and the Youth Development Council. City staff is seeking to continue supporting the operation of the Alliance for Neighborhood Restoration programs and to retain staff, who are responsible for running the programs for our at-risk youth. These programs and services provided to the community are essential to our crime prevention efforts, specially focused on at-risk youth. This contract is from October 1, 2018 through September 30, 2019.

STRATEGIC PLAN CONNECTION:

This agenda item addresses the strategic issue of reducing Crime by providing programs for our at-risk youth. This partnership with Alliance for Neighborhood Restoration of Brevard advances that

goal.

BUDGETARY IMPACT:

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

Amount Requested	$ 59,965 (FY19 Estimated Budget)
Account Number	001-2100-521.34-00
Account Name	Contract Services

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve a Municipal Services Agreement with Alliance for Neighborhood Restoration of Brevard for Fiscal Year 2019, pending the final approval of the City of Cocoa Fiscal Year 2019 budget.

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MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.,** a Florida nonprofit corporation ("Service Provider").

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 **Engagement: Term of Agreement.** The City hereby engages the Service Provider and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement and under the terms and conditions herein. The Term of this Agreement shall commence on the Effective Date and shall end on September 30, 2019.

4.0 **Payment of Funds.** The City agrees to pay the Service Provider a maximum of Fifty-Nine Thousand, Nine-Hundred and Sixty-Five and 00/100 Dollars ($59,965.00) annually during the term of this Agreement. Payment shall be made in maximum, monthly installments of Four Thousand, Nine-Hundred

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics,

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

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

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, all public records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City; provided that nothing in this section shall require Service Provider to grant direct access (i.e., password protected access) to its proprietary computer systems to the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require Service Provider to grant direct access (i.e. password protected

access) to its proprietary computer systems. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, Service Provider may be subject to penalties under Section 119.10, Florida Statutes. Service Provider acknowledges that if a civil action is filed against Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

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

13.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The Service Provider will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion,

transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Service provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

WITNESS:

Print Name: _____

ALLIANCE FOR NEIGHBORHOOD RESTORATION OF BREVARD, INC.

By:_____

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk, MMC

CITY OF COCOA:

_____
By: Henry U. Parrish, III, Mayor

Date: _____

Legislation Details (With Text)

File #:	18-175	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/30/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Approval of Memorandum of Understanding Intergovernmental Radio Communication Program 800MHz Advisory Committee to keep in compliance with Florida Statute 318.21(9), and authorize the Mayor to execute the MOU. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MOU 12.50 - INITIALTHREE PAGES.pdf KP 12.50 memo.pdf CITY OF COCOA SIGNATURE PAGE.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 30, 2018
Agenda Date: May 22, 2018
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:

Approval of Memorandum of Understanding Intergovernmental Radio Communication Program 800MHz Advisory Committee to keep in compliance with Florida Statute 318.21(9), and authorize the Mayor to execute the MOU.

BACKGROUND:

The County of Brevard along with all county Municipalities agree to comply with the Florida Statutes, pursuant to Section 318.21(9) for the $12.50 surcharge agreement.

This agreement was previously entered into by Council on October 9, 2007.

STRATEGIC PLAN CONNECTION:

Operational

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Council previously approved a similar agenda item on October 9, 2007.

RECOMMENDED MOTION:

Approval of Memorandum of Understanding Intergovernmental Radio Communication Program 800MHz Advisory Committee to keep in compliance with Florida Statute 318.21(9), and authorize the Mayor to execute the MOU.

MEMORANDUM OF UNDERSTANDING
INTERGOVERNMENTAL RADIO COMMUNICATION PROGRAM
800 MHz ADVISORY COMMITTEE

This Memorandum of Understanding (MOU) is made and entered into this 10 day of April 2018 by and between the BOARD OF COUNTY COMMISISONERS OF BREVARD COUNTY, FLORIDA, (the "COUNTY") and the SHERIFF OF BREVARD COUNTY, the CITY OF CAPE CANAVERAL, the CITY OF COCOA, the CITY OF COCOA BEACH, the TOWN OF GRANT/VALKARIA, the TOWN OF INDIALANTIC, the CITY OF INDIAN HARBOUR BEACH, the TOWN OF MALABAR, the CITY OF MELBOURNE, the TOWN OF MELBOURNE BEACH, the TOWN OF MELBOURNE VILLAGE, the CITY OF PALM BAY, the TOWN OF PALM SHORES, the CITY OF ROCKLEDGE, the CITY OF SATELLITE BEACH, the CITY OF TITUSVILLE, and the CITY OF WEST MELBOURE, and all of which are municipalities located in Brevard County, Florida (collectively the 'CITIES.")

WITNESSETH:

WHEREAS, the COUNTY, pursuant to Section 318.21(9) Florida Statutes, receives $12.50 (minus an administrative fee for the Clerk of the Court) for each moving traffic violation for which a civil penalty is imposed to fund the Intergovernmental Radio Communication Program (ICP); and

WHEREAS, the COUNTY 800 MHz Intergovernmental Radio Communications Program (ICP) was approved by the Division of Communications of the Department of Management Services (DIVCOM), on January 11, 1994 under the subsection 318.21(9) Florida Statutes; and

WHEREAS, the COUNTY maintains the 800 MHz Intergovernmental Radio Communications Program (ICP); and

WHEREAS, it is acknowledged that the COUNTY incurs additional responsibility, financial and otherwise, for the maintenance and upkeep of the countywide Intergovernmental Radio Communication Program (800 MHz Public Safety Radio System); and

WHEREAS, monies collected by the Clerk of Court for all traffic ticket citations/tickets issued throughout the incorporated and unincorporated areas of the County are placed and shall continue to be placed into a separate interest-bearing account maintained for the benefit of the ICP. The monies collected are and shall be expended in such a way as benefits the 800 MHz Public Safety Radio System as a whole.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

(1) Florida Statutes, Chapters 316 and 318 provide for various offenses and infractions and resulting fines, penalties, assessments, and costs of the State of Florida's Uniform Traffic Control Law.

(2) Pursuant to Florida Statute §3 1 8.21 (9), $12.50 of each civil penalty imposed for a moving traffic violation shall be collected by the Clerk of the Court.

(3) There shall be an Intergovernmental Radio System Advisory Committee ("the COMMITTEE") established to make recommendations to the COUNTY solely as to how the $12.50 funds shall be expended. The membership of the COMMITTEE shall be established as follows:

- The eleven (11) PSAP (Public Safety Answering Points) Managers within Brevard County or their designees.
- The 800 MHz Public Safety Radio System Manager or his/her designee.
- The Director of Brevard County Emergency Management or his/her designee.

(4) The COMMITTEE shall meet at least twice a year to review collection of the $12.50 monies referred to herein and to consider and make recommendations to the County Manager and to the Brevard County Board of County Commissioners as to how the COUNTY should expend surcharge monies collected. Such recommendations shall be limited to those purposes authorized by law.

(5) This MOU shall become effective upon approval by the respective governing bodies of the COUNTY and all of the CITIES who are parties hereto. This MOU shall terminate on the earlier of any of the following events:

(a) The consent of all parties hereto to terminate this MOU;

(b) A change in Florida Law which renders this MOU void.

(6) This MOU supersedes the Agreement between the parties which is dated November 27, 2007. The parties agree that the Agreement dated November 27, 2007 shall have no further force or effect.

(7) The County Manager of Brevard County is hereby authorized and directed after approval of this MOU by the respective parties and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file and record in the Official Records Book of the Brevard County Public Records, this MOU with the Clerk of the Circuit Court of Brevard County, Florida.

IN WITNESSES WHEREOF, each of the respective parties hereto has caused this MOU to be executed as of the day and year first written above.

THE COUNTY
Brevard County Board of County Commissioners,
A Political subdivision of the State of Florida

By: _____
Rita Pritchett, Chairman

Date: 4/10/18

As approved by the Board on: 4/10/18

ATTEST:

_____
Scott Ellis, Clerk

Date: 4/10/18

Reviewed for legal form and content:

_____

Date: 2/6/18

SHERIFF OF BREVARD COUNTY

_____
Wayne Ivey
Brevard County Sheriff

Date: _____

ADDITIONAL SIGNATURES ON FOLLOWING PAGES

BOARD OF COUNTY COMMISSIONERS

Emergency Management
1746 Cedar Street
Rockledge, Florida 32955

Inter-Office Memo

To: Municipal Administrators and Public Safety Agencies

From: Kimberly Prosser
Brevard County Emergency Management Director

Subject: MOU for Intergovernmental Radio Communications Program

Date: April 11, 2018

Attached is the updated Memorandum of Understanding (MOU) for the Intergovernmental Radio Communications Program -800 MHz Advisory Committee, approved by the Board of County Commissioners on April 10, 2018, for your review and signature. To simplify matters, we are including the MOU with the specific signature page for your Municipality/Agency. Please return the executed MOU to Brevard County Emergency Management by postal mail. Our address is listed in the header above for your convenience.

We would also like to take this opportunity to point out two changes to the original agreement from November 27, 2007 which this MOU will supersede. First, on page 2, under Section 3, the Intergovernmental Radio System Advisory Committee (aka the '12.50 Committee') will now comprise the eleven (11) Public Safety Answering Point (PSAP) managers, the 800 MHz Public Safety Radio Manager or designee, and the Director of Emergency Management or designee. This group meets at least twice annually to review the 12.50 fees collected by Florida Statute §318.21(9) and proposes expenditures of the funds to the County Manager and the Board of County Commissioners.

Secondly, please note on the same page under Section 5, the MOU is effective upon approval by the respective governing bodies of the County and all of the Municipalities who are parties hereto, and can be terminated providing there is a consent of all parties to terminate it or if Florida Statutes change making this MOU void, whichever event occurs first.

If you have any questions regarding this document or the 12.50 group, please contact Lizzet Ruiz, Public Safety Radio System Manager, either by telephone (321) 637-4074 or by email lizzet.ruiz@brevardfl.gov.

City of Cocoa

By: _____

Name: _____

Its: _____

Date: _____

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	18-177	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/3/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Approve an addendum to the Interlocal Agreement related to the Save Our Indian River Lagoon Surtax TMDL/BMAP distribution. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SOIRLSurtaxILA2017Replacement.pdf Initial SOIRLPP Credit Calculations_population by sublagoon_080417.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 3, 2018
Agenda Date: May 22, 2018
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr. ICMA-CM, AICP
Requested Action:
To approve an addendum to the Interlocal Agreement related to the Save Our Indian River Lagoon Surtax TMDL/BMAP distribution.

BACKGROUND:

On August 23rd 2016 City Council approved an Interlocal Agreement with Brevard County, Florida to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax consistent with the Save Our Lagoon Plan. The Interlocal Agreement also provided for the distribution of the TMDL/BMAP credits to the various local governments within Brevard County. The calculation for the distribution remains unchanged. What the updated Interlocal Agreement provides is an adjustment of each local government's share based on the 2016 University of Florida Bureau of Economic and Business Research's population estimates and not the 2010 US Census population. It also will amend the population share when the 2020 United States Census data becomes available.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

On August 23rd, 2016 City Council approved the original Interlocal Agreement with Brevard County, Florida to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax consistent with the Save Our Lagoon Plan.

RECOMMENDED MOTION:

To approve an addendum to the Interlocal Agreement related to the Save Our Indian River Lagoon Surtax TMDL/BMAP distribution.

SAVE OUR INDIAN RIVER LAGOON LOCAL INFRASTRUCTURE SURTAX INTERLOCAL AGREEMENT

This Save Our Indian River Lagoon Local Infrastructure Surtax Interlocal Agreement (the "Interlocal Agreement"), was made and entered into this ___ day of _____, 2018, by and between The Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida ("County") and _____, a Florida municipal corporation existing under the laws of the State of Florida ("City").

WITNESSETH

WHEREAS, pursuant to the authority granted under Section 212.055(2)(a), Florida Statutes, Brevard County Ordinance No. 16-15 (the "Ordinance"), and the vote of a majority of the qualified electors of Brevard County in a referendum held on November 8, 2016, the County levied a countywide one-half cent discretionary Save Our Indian River Lagoon local infrastructure surtax (the "Surtax"), commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2027; and

WHEREAS, section 212.055(2)(c), Florida Statutes requires distribution of an interlocal agreement between the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population in order to determine the distribution of the revenues derived from the half cent discretionary infrastructure sales tax in lieu of using the statutory formula set forth in section 218.62, Florida Statutes; and

WHEREAS, the County and several municipalities in Brevard County entered into such an interlocal agreement (the "Prior Agreement") in order to meet a deadline set by the Supervisor of Elections for submitting ballot language prior to the referendum held on November 8, 2016; and

WHEREAS, the parties to the Prior Agreement saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, the parties to the Prior Agreement deemed it in the best interest of all of the citizens, residents, and property owners of Brevard County that the proceeds of the Surtax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, in the time since the Prior Agreement was entered, further concerns and considerations have been raised in regards to the distribution of Total Maximum Daily Load credits and potential permitting limitations for municipal signatories, making it desirable to modify the Prior Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and City agree to perform the following acts and to be bound by the following statements:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. PRIOR AGREEMENT SUPERSEDED. If the City was a party to the Previous Agreement, this Interlocal Agreement supersedes and replaces the Previous Agreement.

3. USE AND DISTRIBUTION OF SURTAX. It is the intent of the parties hereto that even though this Interlocal Agreement is separately executed by the County with multiple municipalities, that all of such separately executed agreements shall be construed to constitute a single Interlocal Agreement which provides for the use and distribution of the proceeds from the Surtax as follows:

a. Any and all revenue generated by the Surtax shall continue to be deposited into the Save Our Indian River Lagoon Trust Fund, administered by the County, and used for restoration projects and programs in the manner prescribed in the Ordinance and the Save Our Indian River Lagoon Project Plan; and

b. The Save Our Indian River Lagoon Citizen Oversight Committee, as established in the Ordinance, will assist the County with annual plan updates and may review any proposed capital improvement, project, program, audit or other matter presented to it by the Board of County Commissioners for a recommendation to the County Commission.

4. MUNICIPAL PERMITTING NOT RESTRICTED. Nothing in this Interlocal Agreement or the Save Our Indian River Lagoon Project Plan shall be read to limit any municipal signatory's ability to obtain permits from the Florida Department of Environmental Protection, the St. John River Water Management District, or any other governing and/or permitting authority.

5. TOTAL MAXIMUM DAILY LOAD ("TMDL") CREDITS.

a. Any and all TMDL credits accrued as a result of Surtax expenditures made shall be distributed, to the extent permitted by law, between entities that have jurisdiction within the Florida Department of Environmental Protection (FDEP) Basin Management Action Plan (BMAP) watershed within which the project is located, and according to the following population-based distribution formula:

i. The proportion for the county government shall be computed by dividing the sum of the unincorporated area population within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

ii. The proportion for each municipal government shall be computed by dividing the population of that municipality within the BMAP watershed where the project is located by the sum of the total population within that same BMAP watershed.

iii. For the purposes of this section, until the census block data for the 2020 United States Census becomes available, population shall be calculated using the population estimates of local governmental units in Florida as of April 1, 2016, as published by the University of Florida Bureau of Economic and Business Research. See **Exhibit A** attached hereto for TMDL credit distributions based on 2016 population estimates.

iv. At such time as the census block data for the 2020 United States Census becomes available, and continuing thereafter, population shall be calculated by using the most recent census block data published by the United States Census Bureau.

b. Should a project use both Surtax monies and contributions made by other government entities, such as a city, all TMDL credits accrued for the project will be distributed pro rata in the same ratio as the entity's contribution to the total project cost, if allowed by law, or as otherwise agreed to by the contributing entities. The formula in 5.a.i. through 5.a.iv. applies only to the distribution of TMDL credits accrued by expenditure of Surtax monies.

c. Should expenditures be made with grant monies, cost share contracts or legislative appropriations, whichever entity applied for and received the additional funds shall be the recipient of the pro rata share of TMDL credits that accrue from the expenditure of such additional funds.

6. INTERLOCAL AGREEMENT. This Interlocal Agreement is an interlocal agreement, as contemplated by Chapter 163, Part III, Florida Statutes, and other applicable law. This Interlocal Agreement adopts, incorporates and ratifies the provisions of the Ordinance. It is governed by the laws of Florida.

7. MODIFICATION. This Interlocal Agreement may be amended, supplemented or cancelled only by a written instrument duly executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated next to the signature of their respective authorized representatives and this Interlocal Agreement shall take effect upon the date of execution by the last party to the Interlocal Agreement.

Brevard County, Florida

Signed: _____

Typed Name: Rita Pritchett

Title: Chair

Date: _____

Attest: _____

Scott Ellis, Clerk

Reviewed for legal form and content by:

_____

Christine Valliere, Assistant County Attorney

_____, Florida
(Municipality)

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Attest: _____
Typed Name: _____
Title: _____
Date: _____

EXHIBIT A – DISTRIBUTION OF TMDL CREDITS

TABLE 1: TOTAL POPULATION

City/Town	Population (2016)	Percent	Sub-Lagoon
Brevard County (Unincorporated)	212,740	37.4%	BRL, NIRL, CIRL
Cape Canaveral	10,171	1.8%	BRL
Cocoa	18,833	3.3%	NIRL
Cocoa Beach	11,276	2.0%	BRL
Grant-Valkaria	4,073	0.7%	CIRL
Indialantic	2,811	0.5%	NIRL, CIRL
Indian Harbour Beach	8,446	1.5%	BRL
Malabar	2,817	0.5%	CIRL
Melbourne	80,419	14.1%	NIRL, CIRL
Melbourne Beach	3,076	0.5%	CIRL
Melbourne Village	666	0.1%	CIRL
Palm Bay	109,162	19.2%	CIRL
Palm Shores	979	0.2%	NIRL
Rockledge	26,303	4.6%	NIRL
Satellite Beach	10,485	1.8%	BRL
Titusville	46,022	8.1%	NIRL
West Melbourne	20,640	3.6%	CIRL

TABLE 2: BANANA RIVER LAGOON BMAP WATERSHED

City/Town	Population (2016)	Percent
Brevard County (Unincorporated)	97,860	70.8%
Cape Canaveral	10,171	7.4%
Cocoa Beach	11,276	8.2%
Indian Harbour Beach	8,446	6.1%
Satellite Beach	10,485	7.6%

TABLE 3: NORTH IRL BMAP WATERSHED

City/Town	Population (2016)	Percent
Brevard County (Unincorporated)	44,675	23.8%
Cocoa	18,833	10.0%
Indialantic	1,181	0.6%
Melbourne	49,860	26.5%
Palm Shores	979	0.5%
Rockledge	26,303	14.0%
Titusville	46,022	24.5%

TABLE 4: CENTRAL IRL WATERSHED

City/Town	Population (2016)	Percent
Brevard County (Unincorporated)	70,204	28.9%
Grant-Valkaria	4,073	1.7%
Indialantic	1,630	0.7%
Malabar	2,817	1.2%
Melbourne	30,559	12.6%
Melbourne Beach	3,076	1.3%
Melbourne Village	666	0.3%
Palm Bay	109,162	45.0%
West Melbourne	20,640	8.5%

City/Town	Total TN Credits (lbs/yr)	% of Credits
Unincorporated	102,904.6	40.3%
Cape Canaveral	5,332.5	2.1%
Cocoa	9,315.3	3.6%
Cocoa Beach	5,624.5	2.2%
Grant-Valkaria	1,225.1	0.5%
Indialantic	1,108.3	0.4%
Indian Harbour Beach	4,148.6	1.6%
Malabar	877.3	0.3%
Melbourne	37,545.0	14.7%
Melbourne Beach	986.8	0.4%
Melbourne Village	210.6	0.1%
Palm Bay	34,849.8	13.6%
Palm Shores	477.8	0.2%
Rockledge	14,794.4	5.8%
Satellite Beach	5,062.7	2.0%
Titusville	25,163.8	9.9%
West Melbourne	5,840.6	2.3%
Total Credits	***255,467.7***	***100.0%***

Legislation Details (With Text)

File #:	18-185	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/10/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Approve a Development Agreement between Community Housing Initiatives(CHI), Hope Jenkins, and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement and Mortgage and Note with Hope Jenkins and the City in the amount of $150,000; direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, CHI and Hope Jenkins; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CHI Development Agreement 5-10-18 Mortgage and note Jenkins 5-10-18 SHIP Replacement Agreement Jenkins 5-10-18				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 9, 2018
Agenda Date: May 22, 2018
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve a Development Agreement between Community Housing Initiatives(CHI), Hope Jenkins, and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement and Mortgage and Note with Hope Jenkins and the City in the amount of $150,000; direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, CHI and Hope Jenkins; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action.

BACKGROUND:

On April 12, 2016, City Council approved the 2016-2019 SHIP Local Housing Assistance Plan (LHAP), which included a Demolition/Reconstruction Program Strategy. Subsequently, Council approved a technical amendment to the 2013-2016 SHIP LHAP on December 13, 2016 adding the Demolition/Reconstruction Program Strategy. These two (2) LHAP approvals allowed the City to allocate three (3) years of SHIP funding to fund this project. The SHIP program has a mandatory set-aside for persons with disabilities and income set asides. The first "qualified and ready" disabled applicant was Hope Jenkins (a single woman), who currently resides at 425 Bernard Street. Ms. Jenkins was placed on the city's housing repair waiting list in 2008. City Staff worked with Ms.

Jenkins to remove multiple code enforcement liens that had been placed on her property. However, the cost to repair her home, which was constructed in 1965, exceeded the $49,000 maximum threshold allowed under the City's Housing Rehabilitation Program. The home has major structural issues, water damage, and plumbing issues. The home was further damaged by Hurricane Irma, effectively moving it off of its foundation. The applicant qualifies as an Extremely Low Income Household.

Under the City's Demolition/Reconstruction Program, the household has to voluntarily relocate for a period of three (3) months in order for the demolition of the existing structure and construction of the new home on the same site to occur. However, the damage that occurred during Hurricane Irma made the structure uninhabitable and Ms. Jenkins has already relocated to temporary housing. Once approved by City Council the replacement home is constructed a closing will occur where Ms. Jenkins will sign mortgage documents placing a lien on the property.

Community Housing Initiatives (CHI) was selected as the Community Housing Development Organization (CHDO) to complete the construction of the new home at 425 Bernard Street. Although using a CHDO developer is not a requirement of SHIP funding, one of the requirements of the HOME Program is to build CHDO capacity. By partnering with our local CHDO's on affordable housing construction projects and since SHIP funds are used to match HOME funds, the City is complying with the HOME grant requirements in regards to CHDO capacity building.

Upon Council approval, the City shall create a task order for DBI Demolition to demolish the existing structure and execute the Development Agreement with CHI to construct a new home at 425 Bernard. The agreement stipulates the terms and conditions of the replacement process, including the style of home the developer will be constructing, the handicap accessibility modifications and the timeline requirements. Also attached, is the SHIP agreement, mortgage, and note between Hope Jenkins and the City. A lien will be placed on the property in accordance with the City's Housing Program Policies.

Staff is requesting City Council approve the Development Agreement between CHI, Hope Jenkins, and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement, mortgage and note with Hope Jenkins and the City; direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, CHI, and Ms. Jenkins; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $150,000
Account Number 105-3240-554.83-00

Account Name Other Grants & Aids

Source of Funds: X Grant Source: State Housing Initiatives Partnership (SHIP) Program

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Development Agreement between Community Housing Initiatives (CHI) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with Hope Jenkins and the City in the amount of $150,000; and direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, CHI and Hope Jenkins; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action.

powered by Legistar™

Prepared by:
Catherine D. Reischmann, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, FL 32802-2873

Return to:
City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32722

State Housing Initiatives Partnership (SHIP)
DEVELOPMENT AGREEMENT
COMMUNITY HOUSING INITIATIVES, INC.
425 BERNARD STREET HOME REPLACEMENT

THIS AGREEMENT made and entered into as of this ____ day of _____, 2018, by and between **COMMUNITY HOUSING INITIATIVES, INC.**, a Florida non-profit corporation, located at P.O. Box 410522, Melbourne, FL 32941, herein referred to as "Developer" and the **CITY OF COCOA**, a Florida municipal corporation existing under the laws of the State of Florida, located at 65 Stone Street, Cocoa, FL 32922, herein referred to as "City".

RECITALS

WHEREAS, this Development Agreement ("Agreement") is authorized pursuant to Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act* and the Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*

WHEREAS, Developer desires to develop certain property located within the City of Cocoa and generally located at 425 Bernard Street; Parcel ID# 24-36-33-53-F-12 and more particularly described as follows ("Property"):

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, Developer desires to design, permit and construct a single-family home as depicted in the floor plan and specifications attached hereto as **Exhibit "B"** and incorporated herein by reference, as the same may be amended from time to time by mutual written agreement of the parties hereto (the "Project"); and

WHEREAS, the Developer will include accessibility features as described hereto as **Exhibit "C"**; and

WHEREAS, the Project involves the construction of a single-family housing unit located at 425 Bernard Street, Cocoa, FL 32922, owned by Hope Elaine Jenkins ("Owner"), to provide

healthy affordable housing for a SHIP eligible extremely-low income disabled household; and

WHEREAS, the City Council finds this Project to be in the best interest of the health, welfare and safety of the citizens of the City of Cocoa; and

WHEREAS, the Developer has been procured under the HOME Community Housing Development Organization (CHDO) Program in order to expand developer capacity within the HOME CHDO Program; and

WHEREAS, Developer and City desire to memorialize their understandings and agreement regarding their respective interests, expectations, and intentions regarding the aforementioned Project as set forth in this Agreement.

NOW THEREFORE in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the City and Developer agree to the following:

I. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this Agreement.

II. Project General Requirements and Conditions.

In consideration of the mutual promises and consideration set forth in this Agreement, Developer agrees to the development of the Property as described below. The Developer will design and construct a new single-family unit ("unit") for a SHIP qualified extremely-low income disabled household. Developer agrees to permit and construct the Project under the terms and conditions of this Agreement and the Florida Building Code and all City requirements. The Project shall be designed and implemented as follows:

A) Single-family reconstruction

1) The single-family unit shall have a minimum living area of 1,200 square feet and a minimum of 3 bedrooms, 2 baths, and will meet all zoning and Building & Permitting requirements. Prior to issuance of a building permit, the Deputy Community Services Director, or her designee, shall approve the site plan, including the final exterior design and elevations. If Developer substantially changes the final design at any point, the revised Site Plan must be approved by the City.

2) The single-family unit shall be constructed with a front setback of no less than 25 feet from property line, rear setback of no less than 15 feet, side interior lot setback shall be no less than eight (8) feet, and the side corner lot setback shall be no less than fifteen (15) feet.

3) The Developer agrees to construct in accordance with the City's Housing & Neighborhood Services Policies; including but not limited to, the maximum demolition and replacement cost of $150,000. The demolition cost of the existing structure is $5,698.60 and shall be performed by the City's demolition contractor, Don Bell, Inc. d/b/a DBI Demolition. Within 30 days of execution of the SHIP Agreement with the Owner, the Owner will vacate the Property and the City shall proceed with demolition of the existing structure.

b) Timeline for improvements

Developer shall obtain a building permit within two (2) months of the execution of this Agreement, and construction shall begin within 30 calendar days of permit issuance. The Project shall be completed within six (6) months of construction. Completion is defined as Certificate of Occupancy issued. Should the Developer fail to meet the two (2), one (1), or six (6) month time period, the City reserves the right to terminate this Agreement, without penalty to the City, by filing a notice of termination in the official public records of Brevard County, Florida. If the Agreement is terminated pursuant to this paragraph, Developer shall lose all rights hereunder.

III. Developer's Initial Obligations and Conditions.

a) Upon the Effective Date of this Agreement, Developer agrees to promptly perform, at its expense, the following:

(i) Use all reasonable efforts to secure all necessary governmental and regulatory permits to complete the Project. Developer shall provide the City prompt written notice each time Developer has secured each permit required to complete the Project.

(ii) Commence the design, engineering, permitting, and construction of the Project, subject to the City's approval.

b) Notwithstanding any contrary provisions of this Agreement, Developer's obligations hereunder shall be subject to and contingent upon:

(i) Developer's receipt of all necessary governmental licenses, permits, consents and approvals for the Project. If Developer is unable to obtain any such license, permit or approval, Developer shall have the right to terminate this Agreement by giving written notice to the City to such effect as soon as Developer is aware of Developer's inability to obtain the permit.

(ii) Developer's receipt of a commitment for such financing or funding as Developer deems necessary or desirable to complete the Project. If Developer cannot obtain a commitment for such financing or funding,

Developer shall have the right, in its sole discretion, to elect to: a) terminate this Agreement or b) modify the Site Plan with the written approval of the City, provided such written approval shall not be unreasonably withheld or delayed.

(iii) Under no circumstances can the Developer encumber the property with a lien.

IV. City's an Owner's Initial Obligations.

The City must:

a) Expeditiously process all development related applications and building permits. In connection therewith, the City shall waive one hundred percent (100%) of all City levied building permit fees to the extent permitted by applicable law (state fees shall still apply).

b) To the extent permitted by law, lend support to Developer for the approval of any other permit required by other governmental entities.

c) Subject to funding availability, provide funds for the demolition of the existing building, driveway, sidewalks, etc.

d) The Owner must: Authorize and/or execute all necessary documents and permits to allow for construction of the Project on the Property.

V. Third Party Beneficiary

This Agreement shall not be construed to provide rights to any third-party beneficiary unless agreed to by the parties in writing.

VI. Cooperation and Further Assurances.

Developer and the City shall cooperate fully with each other to effectuate the terms, conditions and intentions of this Agreement. Further, each party agrees to adjust, initial, re-execute and re-deliver any and all documents subject to this Agreement if deemed necessary or desirable by one or the other of the parties.

VII. Authority and Assignment.

Each party hereby represents and warrants to the other that they have full power and authority to enter into this Agreement. Developer also represents that it has or, prior to commencement of any site work, will not hold interest in the Property, and that the development of the Project on the Property is or will be permitted under the terms of this Agreement. If the terms of this Agreement, as it may be amended, do not allow for development of the Project as contemplated herein, this Agreement and any City permits issued in furtherance hereof shall be automatically terminated and nullified. The City also represents that all requirements and procedures, including public hearings, have been properly conducted so that the execution hereof by the City shall constitute the final approval of this Agreement by the City.

VIII. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official hereinafter designated, or (b) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, Purolator, Airborne, Express Mail etc., or (c) by facsimile delivery, addressed to a party at the other address as specified below or from time to time by written notice to the other party delivered in accordance herewith:

Developer:
Ms. Nicole Tenpenny, Executive Director
Community Housing Initiatives, Inc.
P.O. Box 410522
Melbourne, FL 32941
Phone: 321- 253-0053
Fax: 321-253-1575

City:
City of Cocoa
Attention: John A. Titkanich, Jr. AICP, City Manager
65 Stone Street
Cocoa, FL 32922
Phone: 321-433-8660
Fax: 321-433-8690

With copy to:
Anthony A. Garganese, Esq.
City Attorney for the City of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 North Orange Avenue
P.O. Box 2873
Orlando, FL 32801
Phone: 407-425-9566
Fax: 407-425-9596

IX. Defaults.

Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for injunctive relief. Except for the City's right to terminate this Agreement under section II (b) herein, prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action; provided, however, that if such failure cannot reasonably be cured within 30 days, such period shall be extended for such additional time as is reasonably necessary to cure such default so long as such party commences such cure within such 30-day period and diligently pursues it to completion. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, whether incurred at trial or appeal.

X. Successors and Assigns/Agreement Running with the Land.

This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The City does not consent to the assignment of this Agreement to any other party. The provisions of this Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

XI. Applicable Law & Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action under this Agreement shall be in Eighteenth Judicial District, Brevard County for state court actions, and in the Middle District of Florida, Orlando Division for federal court actions.

XII. Amendments.

This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto.

XIII. Entire Agreement.

This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

XIV. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

XV. Relationship of the Parties.

The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XVI. Sovereign Immunity.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

XVII. City's Police Power.

The City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

XIII. Interpretation.

The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

XIX. Permits.

The failure of this Agreement to address any particular City, county, state, and federal permit, condition, term, or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

XX. Counterparts.

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

XXI. Declaration of the City Council of Cocoa.

The City Council of the City of Cocoa hereby finds that this Agreement is consistent with the City's Comprehensive Plan and land development regulations and is a legislative act of the City Council of the City. The City Council further finds that this Agreement promotes the public health, safety, and welfare and is consistent with, and an exercise of, the City's powers under the Municipal Home Rule Powers Act, as provided in s. 2(b), Article VIII of the Florida Constitution and Chapter 166.021, Florida Statutes, and the City's police powers.

XXII. Conflict with City Code.

To the extent the City Council determines there is a specific conflict between the provisions of the City of Cocoa Code and this Agreement, the parties agree that the provisions of this Agreement shall control as if approved by the City Council as a legislative act to the extent authorized by Chapter 15, Article III of the Cocoa City Code.

XXIII. Effective Date.

Effective Date shall mean the date this Agreement is approved and executed by all parties.

XXIV. Hold Harmless.

The Developer agrees to hold the City harmless for any liability for damage or claims for damage for personal injury, including death, as well as claims for property damage that may arise from Developer or Developer's agents operating under this Agreement. This hold harmless shall not apply if the injury or death is solely attributable by a court to the City.

XXV. Time is of the Essence.

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

XXVI. Records.

In accordance with section 119.0701, Florida Statutes, Developer agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Developer agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Developer also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Developer shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Developer shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Developer upon termination of this Agreement

and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Developer does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Developer fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Developer's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Developer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Developer. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Developer's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

The Developer shall maintain all records required by SHIP. The Developer shall retain all such records for a period of three (3) years after the termination of this Agreement, or after resolution of all on-going federal, state or local audits related to this Agreement, whichever occurs later. Such records shall be made available to the federal, state or City monitors or their designees for review upon request.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS.

IN WITNESS WHEREOF, Developer and the City have executed this Agreement in form sufficient to bind them as of the day and year first above written.

[signatures to follow]

***Witnesses*:** _____ **Print Name:** _____ **Print Name:**	**COMMUNITY HOUSING INITIATIVES, INC., a Florida non-profit corporation,** **By: _____** **Nicole Tenpenny, Executive Director**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Nicole Tenpenny, Executive Director of Community Housing Initiatives, Inc., who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.:
My commission expires:_____

***Witnesses*:** **_____** **Print Name:** **_____** **Print Name:**	**CITY OF COCOA, a Florida municipal corporation** **By: _____** **Henry U. Parrish III, Mayor** **ATTEST:** **By:_____** **Carie Shealy, City Clerk** **(SEAL)**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Henry U. Parrish III, Mayor of the City of Cocoa, ___who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.:
My commission expires:_____

JOINDER AND CONSENT OF OWNER

***Witnesses*:** _____ **Print Name:** _____ **Print Name:**	**OWNER,** **By: _____** **Hope Elaine Jenkins**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Hope Elaine Jenkins, Owner of the subject property, who executed the foregoing instrument and acknowledged before me that she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of Florida

EXHIBIT “A”

[PROPERTY]

A parcel of land lying in Section 33, Township 24 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows: Commence at the N.E. corner of the N.W. 1/4 of the S.W. 1/4 of said Section 33; thence run in a Westerly direction along the North line of the said N.W. 1/4 of the S.W. 1/4 a distance of 347.82 feet to an intersection with the West right-of-way line extended at Paw Paw Street; thence run in a Southerly direction along said West Right-of-Way line of Paw Paw Street a distance of 355.0 feet to an intersection with the South right-of-way line of Bernard Street and the Point-of-Beginning of this description; thence for a first course run in a westerly direction along the said South Right-of-Way line of Bernard Street a distance of 121.64 feet; thence for a second course run in a Southerly direction a distance of 47.0 feet; thence for a third course run in an Easterly direction a distance of 121.64 feet to an intersection with the aforesaid West right-of-way line of Paw Paw Street; thence for a fourth and final course run in a Northerly direction along said West Right-of-Way line a distance of 48.0 feet to an intersection with the aforesaid South Right-of-Way line of Bernard Street and the Point-of-Beginning of this description said parcel being the same land as Lot 12, Block F, of Davidsons Unrecorded Subdivision.

EXHIBIT "B"

[FLOOR PLAN]

ATTACHED

EXHIBIT "C"
[SCOPE OF WORK]

The City has a qualified income eligible family, as this home is under the Housing Replacement Program, no paperwork will need to be processed by the Developer for the client. In accordance with SHIP regulations, a lien shall be placed on the property for the amount of assistance, this amount will be provided to the Developer by the City.

At minimum, the homes should meet the Florida Building Code and are required to meet the 1992 Model Energy Code for energy efficiency. Energy Star appliances are required. The home should be designed for a wheelchair bound client and include the following:

- Three-bedroom, two-bath
- All doorways need to be wide enough to accommodate a wheelchair and entry ways into and out of the house need to be wheelchair accessible with ramps.
- Master bath needs to be fully accessible-walk in shower with fold down seat, grab bars, ADA compliant commode, and medicine cabinet.
- Second bath needs to have an ADA compliant commode, but with a bathtub instead of a walk in shower.
- Covered front porch
- Washer/dryer hook up (washer/dryer not included)
- Energy star appliances are required
- Exterior AC unit needs to be heavily secured (cage and bolted down) to prevent theft and should not be installed until the day the client anticipates moving in.
- Exterior doors should be out swing with locking mechanisms.
- Install accordion rolling shutters on exterior of windows with locking mechanism, interior windows shall have mini blinds (white/neutral color except bathroom windows).
- Flooring throughout house shall be minimum 12 inch or larger ceramic tiles, smaller size tiles in bathrooms may be allowed. Colors should be neutral.
- Living room and bedrooms shall have ceiling fan with light fixtures.
- Interior house paint shall be a neutral/beige with white trim.
- Telephone jack shall be located within the kitchen.
- Heavy duty plastic mail box.
- A landscape plan must be submitted with proposal. A few large plants/trees are preferred over several small plants.

- ❖ The proposal is based on the use of SHIP funds, and it is implied that all SHIP regulations shall apply. SHIP regulations will be outlined within the Agreement between the City and the selected Developer.

Anticipated construction will be within 30 days after permit issuance upon City Council approval and an executed contract.

Proposed Budget:

	Demolition Cost (DBI Demolition)	**Construction/Closing Costs**	**Developer's Fee**	**Total Budget**
Total	$5,698.60	$128,748.97	$7,640.72	$142,088.29

***Note:** The Developer will need to pay any impact fees and water and sewer connection fees as part of the project, if applicable.

Prepared by and return to:
Catherine D. Reischmann, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, FL 32802-2873

Parcel Id: 24-36-33-53-F-12

MORTGAGE

[SHIP FUNDS ARE CITY PROPERTY EXEMPT FROM INTANGIBLE TAX PER F.S. 199.183(1)]

THIS MORTGAGE DEED, hereinafter referred to as the "Mortgage", executed the ___ day of _____, 2018**,** by HOPE ELAINE JENKINS, a single person, whose address is 425 Bernard Street, Cocoa, FL 32922 (hereinafter referred to as "Owner" or "Mortgagor"), to **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, FL 32922 (hereinafter referred to as the "City" or "Mortgagee").

W I T N E S S E T H:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00)** in City of Cocoa State Housing Initiatives Partnership (SHIP) Program funds, which indebtedness is evidenced and represented by a certain Deferred Payment Promissory Note in said principal amount executed and delivered by the Mortgagor to and in favor of the Mortgagee of even date herewith hereinafter referred to as the "Note", a copy of which is attached hereto as ***Exhibit "A"***; and

WHEREAS, the Mortgagee, as a condition precedent to the extension of credit or the making of the loan evidenced by the Note, has required that the Mortgagor provide Mortgagee with security for the payment or repayment of the indebtedness represented by the Note and for the performance, observance and discharge by the Mortgagor of the various covenants, stipulations and agreements made by Mortgagor to it, in favor of and for the benefit of Mortgagee with respect to said indebtedness.

NOW THEREFORE, in consideration of and in order to secure the payment or repayment of the aggregate principal sums of money set forth in the Note, together with interest thereon and all other sums of money secured hereby, as hereinafter provided and also in order to secure the observance, performance, and discharge by the Mortgagor of all covenants, stipulations and agreements of the Mortgagor to, with, in favor and for the benefit of the Mortgagee, identified herein and in any other documents or instruments executed by Mortgagor to and in favor of Mortgagee for the purpose of evidencing or securing the indebtedness represented by the Note, and for other good and valuable considerations, the Mortgagor hereby grants bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee in fee simple, all those certain, pieces, parcels

or tracts of land or real property of which the Mortgagor is now seized and in possession, situate in Brevard County, Florida, to wit:

See *Exhibit "B"* attached hereto and incorporated herein by this reference ("Property")

TOGETHER, with all buildings, structures, and other improvements now or hereafter erected, placed or located thereon, and all materials intended for the construction, alteration or repair of any such buildings, structures and improvements, and all and singular, the tenements, hereditaments, rights-of-way, easements, appurtenances and privileges now or hereafter belonging or in any way appertaining to said premises;

TOGETHER, with all right, title and interest of the Mortgagor therein, including any after-acquired title, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys and public places open or proposed, in front of, running through, adjoining or adjacent to said premises;

TO HAVE AND TO HOLD all of the same unto the Mortgagee and successors and assigns in fee simple forever;

AND the Mortgagor covenants and warrants with and to the Mortgagee that the Mortgagor is indefensibly seized of said Property and has good right, full power, and lawful authority to convey all of the same; that the Mortgagor hereby fully warrants the title to said Property and will defend the same and the validity and priority of the lien of this Mortgage against the lawful claims of all persons whomsoever; and the Mortgagor further warrants that said Property is free and clear of all liens and encumbrances of any kind, nature or description; save and except ad valorem taxes for years subsequent to December 31, of the year preceding this Mortgage, such easements as are necessary for the furnishing of utility services to the mortgaged premises and those matters and thing intended as exceptions to title in the title insurance insuring the lien of this Mortgage which have heretofore been approved by the Mortgagee (if any); and the following mortgages, liens, and encumbrances (if any specifically list in detail): NONE

PROVIDED ALWAYS, however, that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced and represented by the Note; and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the stipulations, agreement, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate and interest hereby granted and created shall cease, terminate and be null and void.

AND the Mortgagor, for the benefit of the Mortgagee, and its successors and assigns, does hereby expressly covenant and agree:

1. PAYMENT OF NOTE: To pay the principal of the indebtedness evidenced and represented by the Note, together with all interest thereon, in accordance with the terms of the note, promptly at the times, at the place, and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by the Mortgagor pursuant to the terms of this Mortgage.

2. MAINTENANCE AND REPAIR: To keep all improvements and buildings now existing or hereafter erected on said premises in good order and repair and not to do or permit waste on said premises, or that may be hereafter levied or assessed when the same shall become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto.

3. PAYMENT OF TAXES: To pay all and singular such taxes, assessments and public charges as are already levied or assessed or that may be hereafter levied or assessed when the same shall become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto.

4. DISCHARGE LIENS: To immediately pay and discharge (by payment or by bonding off liens pursuant to Florida Statute) from time to time when the same shall become due all lawful claims and demands which might result in, or permit the creation of, a lien, charge or encumbrance on the mortgaged premises or any part thereof, and, in general, to do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of the Mortgagor, without expense to the Mortgagee.

5. INSURANCE ON IMPROVEMENTS: To continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils in such forms, amounts and for such periods as may from time to time be required by the Mortgagee during the term hereof, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the Mortgagee and the original policy or policies and renewals thereof (or, at the option of the Mortgagee, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to Mortgagee as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to Mortgagee and shall provide for not less than thirty (30) days' prior written notice of modification, cancellation, termination or expiration to Mortgagee. In the event of loss by reason of the hazards, casualties, contingencies and perils for the Mortgagee, at its option, may make proof of loss if not made promptly by the Mortgagor.

6. OBSERVANCE OF LAWS: To observe, abide by and comply with all statues, ordinances, orders, requirements or decrees relating to the mortgaged premises enacted, promulgated or issued by any federal, state, or municipal authority or any agency or subdivision thereof, and to observe any comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to said premises or which have been granted to or contracted for by Mortgagor in connection with any existing, presently contemplated or future use of said premises.

7. AFTER ACQUIRED PROPERTIES: That all right, title and interest of the Mortgagor in and to all extensions, improvements, betterment's, renewals, substitutes and replacements of, and all additions and appurtenances to, the real, personal and other property herein above described, hereafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the mortgaged premises, and all conversion of the

security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor and specifically described herein, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

8. REIMBURSEMENT OF MORTGAGEE FOR PAYMENTS: That should the Mortgagor fail to make payment of any taxes, assessment to make payment of any insurance premiums or other charges, impositions or liens herein or elsewhere required to be paid by the Mortgagor, then the Mortgagee, at its option, may make payment or payments of the same, and also may redeem said premises from tax sale without any obligation to inquire into the validity of such taxes, assessment and tax sales. In the case of any such payment by the Mortgagee, the Mortgagor agrees to reimburse the Mortgagee upon demand therefore, the amount of such payment with any fees and expenses attendant in making the same, together with interest thereon at the highest rate allowed by law; and, until paid, such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Mortgage secures the repayment of the indebtedness evidenced by the Note. Neither the right nor the exercise of the right herein granted unto the Mortgagee to make any such payments as aforesaid shall preclude the Mortgagee from exercising its option to cause the whole indebtedness secured thereby to become immediately due and payable by reason of the Mortgagor's default in making such payments as hereinafter required.

9. CHANGE OF OWNERSHIP: That in any event the ownership of the mortgaged Property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, but need not, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgage, pursuant to Section 14.

10. PAYMENT OF COSTS AND ATTORNEYS' FEES: That in the event that the Note is placed in the hands of an attorney for collection, whether suit is filed or not, or in the event that the Mortgagee shall become a party either as Plaintiff or as Defendant, in any action, suit, appeal or legal proceedings (including, without limitation, foreclosure, condemnation, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), in relation to the Property described or the lien created hereby or herein, or for the foreclosure of this Mortgage, the Mortgagor shall save and hold the Mortgagee harmless from and against any and all costs and expenses incurred by the Mortgagee on account hereof, including, but not limited to, reasonable attorney's fees, title searches and abstract and survey charges.

11. USURY LIMITATION: That nothing herein contained nor any transaction related hereto shall be construed or so operate as to require the Mortgagor to pay interest as a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law, and Mortgagee shall reimburse the Mortgagor for any interest paid in excess of the highest rate allowed by law or any other payment which may inadvertently be required to be paid contrary to law; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note in whole or in part, then, such clauses

and provisions only shall be held for naught, as though not herein contained, and the reminder of this Mortgage shall remain operative and in full force and effect.

12. ACCELERATION: That if default be made in the payment of any installment of the Note, whether of principal or interest, or in the payment of any other sums of money referred to herein, and such default shall not be cured by Mortgagor within thirty (30) days after default be made by the Mortgagor of any one of the stipulations, agreements, conditions and covenants of said Note or this Mortgage, or in the event that each and every one of said stipulations, agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and such default shall not be cured by Mortgagor within thirty (30) days after written notice hereof from Mortgagee then and upon the occurrence of any one of such events or upon the happening of any other event which, according to the terms of this Mortgage or the Note shall entitle the holder to accelerate the maturity of the indebtedness evidenced by the Note, the Mortgagee, at its option, may thereupon or thereafter declare the indebtedness evidenced by this Note, as well as all other monies secured hereby, to be forthwith due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, without notice or demand, the Mortgagee may avail itself of all rights and remedies provided by law and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution. The failure or omission on the part of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted hereunder to Mortgagee where entitled to do so in any one or more instances, shall not constitute a waiver of any subsequent default.

13. MISCELLANEOUS: The provisions hereof shall be binding upon the Mortgagor, its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns. All liabilities of said Mortgagor shall be joint and several. The words “Mortgagor" and "Mortgagee" shall be interpreted to mean singular, plural, feminine, masculine or neuter as the context shall require.

14. DEFAULT OF LOAN:

A. If Owner becomes deceased during the 20 year Affordability Period (as hereinafter defined), the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:

The City will allow the Property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City’s lien.

If the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

OPTION II. Satisfaction of the City's Lien:

The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the Property pays the balance due; or
- The individual(s) who inherits the home obtains a new lien against the Property in their name satisfying the City's lien; or
- The individual(s) who inherits the Property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

If the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:

If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the Property.

B. Mortgagor hereby covenants and agrees that if the Property is sold by the Owner during the lien period or the Affordability Period, the lien is due and payable to the City. The Property, as described in Exhibit "B", assisted through the SHIP Program must be sold at no less than Fair Market Value (the City may request an appraisal be completed at Owner expense to determine Fair Market Value) minus a fair return on investment by the Owner. A fair return on investment is defined as: the Owner's initial investment and any capital improvements. It shall be the Owner's responsibility to document any investment and capital improvements in writing (receipts, copies of cancelled checks, etc.).

When the Property is sold or title transfers, the City shall recapture and be paid the full amount of the loan or the percentage available from the net proceeds of the sale. In the event that there is an insufficient amount of proceeds from the sale to cover the loan amount, the remainder of the loan that is unpaid will be forgiven.

C. Further, Mortgagor hereby covenants and agrees that the following shall constitute a default of this loan:

1. Leasing: Leasing the premises for any period of time is deemed a conveyance and considered a default of this loan.
2. Continued Occupancy: The Mortgagor must reside on the Property as her principal residence for the life of the loan beginning on the date the Certificate of Occupancy is issued for the replacement of Mortgagor's single family home. If for any reason, other than a hospital or nursing home stay, the Mortgagor vacates the premises for more than a period of 90 days in any one calendar year, such vacation shall constitute default.
3. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at three percent (3%) per annum.

4. Maintenance: The Mortgagor must keep the Property maintained and in good repair according to all applicable codes of the City. Code Enforcement Liens or Utility Liens placed on the home during the Affordability Period, left unaddressed by Owner for three (3) months or longer shall result in default and the loan becoming due and payable immediately. The Affordability Period begins after project completion and continues for a period of 20 years. Project completion means that all necessary title transfer requirements and/or construction work has been performed and that the project complies with all applicable local, state and federal rules.

14. CONSTRUCTION OF LANGUAGE: This instrument is to be governed by and construed in accordance with the laws of the State of Florida.

15. CITY HOUSING COVENANTS: Mortgagor and Mortgagee hereby agree and acknowledge that the Note and Mortgage shall include the terms and conditions of that certain **SHIP Program Agreement** dated as of _____, 2018, which is attached hereto as ***Exhibit "C"***, between the parties hereto as if the terms and conditions are more fully set forth herein. The Mortgagor hereby agrees that any default under the aforementioned agreement shall be deemed a default under the Note and Mortgage.

IN WITNESS WHEREOF, the Mortgagor hereunto has executed this instrument the day and year set forth above.

Witnesses:

_____ _____

Print Name:_____ Hope Elaine Jenkins

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Hope Elaine Jenkins, who produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

EXHIBIT "A" OF MORTGAGE

DEFERRED PAYMENT PROMISSORY NOTE

$150,000.00 _____, Florida
_____, 2018

FOR VALUE RECEIVED, the undersigned **HOPE ELAINE JENKINS**, a single person, (herein referred to as "Borrower" or "Mortgagor") promises to pay to the order of **CITY OF COCOA,** a Florida municipal corporation (herein referred to as "Mortgagee") or its successors, at 65 Stone Street, Cocoa, FL 32922, or at such place or places as the holder hereof may designate, the principal sum of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($150,000.00)** in City of Cocoa SHIP Program funds.

This Note is secured by a mortgage on real property located at **425 Bernard Street, Cocoa, FL 32922,** described herein dated of even date herewith, made by Borrower hereof in favor of the said Mortgagee, and shall be construed and enforced according to the laws of the State of Florida.

Payment of the principal amount of this Note is deferred while the undersigned remains fee simple owner and is domiciled on the real property secured by this Note for a consecutive period of **TWENTY (20)** calendar years from project completion, as defined in the Mortgage, and forgivable at a rate of five (5) percent per year. During the deferred term of this Note, it shall not accrue interest. The anniversary date shall be based on the date in which this Note is fully executed. Funds will be recaptured upon conveyance, sale, or transfer pursuant to the terms of the Mortgage. The passing of title due to the death of the Mortgagor is deemed a conveyance. Upon default, the remaining principal balance of the Note shall accrue interest at three percent (3%) per annum. Failure of the Mortgagee to demand payment upon default shall not constitute a waiver of such default. In the event of default in the payment of this Note, and should it become necessary, in the opinion of the Mortgagee to place it with an attorney for collection, Borrower agrees to pay all costs of collection, including reasonable attorney's fees in connection with collection, trial, appeal or otherwise.

The undersigned Borrower(s) reserves the right to prepay, at any time, all or any part of the principal amount of this Note without penalty. Any payments on the Note shall first be applied to the main principal balance and then the interest.

The undersigned Borrower hereby waives demand, notice of non-payment, and notice of protest.

BORROWER:

_____
HOPE ELAINE JENKINS

Address:
425 Bernard Street,
Cocoa, FL 32922

EXHIBIT "B" OF MORTGAGE

REAL PROPERTY / LEGAL

A parcel of land lying in Section 33, Township 24 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows: Commence at the N.E. corner of the N.W. 1/4 of the S.W. 1/4 of said Section 33; thence run in a Westerly direction along the North line of the said N.W. 1/4 of the S.W. 1/4 a distance of 347.82 feet to an intersection with the West right-of-way line extended at Paw Paw Street; thence run in a Southerly direction along said West Right-of-Way line of Paw Paw Street a distance of 355.0 feet to an intersection with the South right-of-way line of Bernard Street and the Point-of-Beginning of this description; thence for a first course run in a westerly direction along the said South Right-of-Way line of Bernard Street a distance of 121.64 feet; thence for a second course run in a Southerly direction a distance of 47.0 feet; thence for a third course run in an Easterly direction a distance of 121.64 feet to an intersection with the aforesaid West right-of-way line of Paw Paw Street; thence for a fourth and final course run in a Northerly direction along said West Right-of-Way line a distance of 48.0 feet to an intersection with the aforesaid South Right-of-Way line of Bernard Street and the Point-of-Beginning of this description said parcel being the same land as Lot 12, Block F, of Davidsons Unrecorded Subdivision.

EXHIBIT "C" OF MORTGAGE

SHIP PROGRAM AGREEMENT

SHIP PROGRAM

HOMEOWNER REPLACEMENT HOUSING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the **CITY OF COCOA,** a Florida municipal corporation ("City"), whose address is **65 Stone Street, Cocoa, FL 32922;** and **Hope Elaine Jenkins** ("Owner"), whose address is **425 Bernard Street, Cocoa, FL 32922** .

W I T N E S S E T H:

WHEREAS, the City has applied for and received state funding pursuant to the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Program has set-aside funds to assist disabled persons; and

WHEREAS, City has agreed to use SHIP funds to demolish and replace low-income owner-occupied single family housing; and

WHEREAS, the covenants of City and Owner contained herein are in furtherance of the expansion of the supply of decent, safe, sanitary and affordable housing within the corporate limits of the City; and

WHEREAS, City has entered into a Development Agreement with COMMUNITY HOUSING INITIATIVES, INC., a Florida non-profit corporation ("Developer"), dated _____, 2018, to use SHIP funds to demolish the existing uninhabitable and unsafe single family home and construct a new single family home at 425 Bernard Street, Cocoa, FL 32922; and

WHEREAS, Owner is qualified as a low-income household and eligible to receive, and desires to receive, SHIP funds for the replacement of Owner's single family home by the City; and

WHEREAS, Owner hereby agrees and warrants that it shall comply with all applicable provisions of the SHIP Program.

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

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

2.0 Other Agreements. Owner agrees to vacate the existing home and Real Property as described below, located at 425 Bernard Street, Cocoa, FL 32922. The Owner shall remove all personal property, and will have no salvage rights to anything remaining on the property upon 30 days after execution of this Agreement.

2.1 Construction Contract: City has entered into a Development Agreement with Developer under the SHIP Program for the construction of a new three (3) bedroom, two (2) bath, single family home, located upon the Real Property described in paragraph 3.0 herein and descripted in ***Exhibit "1".***

2.2 Mortgage/Note: Prior to demolition and construction, Owner shall execute a Mortgage and Deferred Payment Promissory Note with the City for the SHIP funds being loaned to Owner for a replacement home located upon the Real Property pursuant to this Agreement. The form of said Mortgage and Deferred Payment Promissory Note are attached hereto as ***Exhibit "2"*** and are hereinafter collectively referred to as the Mortgage/Note. Owner represents and warrants that Owner has thoroughly reviewed and freely and voluntarily executed the Mortgage/Note. Specifically, Owner further represents and warrants that Owner acknowledges that the Mortgage/Note shall be recorded in the Official Records of Brevard County, encumbering the Real Property to protect the City's interests in said Real Property resulting from the loan being provided to Owner from SHIP funds. Said Mortgage/Note shall be subject only to the encumbrances and exception of record set forth in the Mortgage, except for liens for taxes and assessments not yet payable. Owner acknowledges the Mortgage/Note shall be recorded in the public records of Brevard County, Florida.

2.3. Affordability Period. The Affordability Period begins after project completion and continues for a period of 20 years ("Affordability Period"). Project completion means that all necessary title transfer requirements and/or construction work has been performed and that the project complies with all applicable local, state and federal rules.

3.0 Real Property / Homestead: The real property subject to this Agreement is located at 425 Bernard Street, Cocoa, Florida, the description of which is attached hereto as ***Exhibit "1"*** and fully incorporated herein by this reference ("Real Property"). Under Florida law, Owner currently claims a homestead exemption at 425 Bernard Street. Owner agrees to maintain her homestead exemption after completion of the new single family home. In the event Owner fails to maintain the homestead exemption at any time during the term of this Agreement, City shall have the right to terminate this Agreement pursuant to paragraph 6.0 herein and the Mortgage/Note shall be immediately due and payable to the City under the terms and conditions of the Mortgage/Note.

3.1 Right of Entry/Access: Owner hereby grants to the City, the Developer, and their employees, contractors, subcontractors, inspectors and any other persons authorized to complete the work described herein, the right to enter upon the Real Property and perform the activities necessary to complete demolition of the existing residence and construction of the replacement single family residence. This right of entry and access will terminate upon completion of the replacement single family residence and the issuance of a certificate of occupancy.

4.0 SHIP Funds: City agrees to provide Owner SHIP funds in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00)**. Owner agrees to the amount advanced by City in accordance with this Agreement and the Mortgage/Note. The SHIP funds provided pursuant to this paragraph shall constitute the entire financial contribution of the City.

5.0 Owner's Additional Assurances: Owner agrees as follows for the benefit of City:

1) No provision of this Agreement shall be modified, deleted, waived, or terminated without the written approval of the City; and

2) Owner will remain in good standing with Owner's property insurance, property taxes, and utility bills during the Affordability Period; and

3) Owner agrees to maintain the property in accordance with City Codes. If a code violation is identified during the Affordability Period; the city has a right to inspect the interior and exterior of the replacement residence and Real Property. The City has the right to terminate this Agreement and request repayment of SHIP funds if a code lien is placed on the Real Property and it is declared a public nuisance.

6.0 Loan Termination and Other Remedies:

6.1 Owner agrees that City shall have the unilateral right to cancel or terminate this Agreement if:

1) Owner fails to comply with the terms and conditions of this Agreement; or

2) After the Certificate of Occupancy is issued on the new single family home, Owner ceases to reside on Real Property for a period of more than 90 days, without prior written approval of City; or

3) Owner is no longer primary resident of the Real Property and rents or subleases any portion or all of the Real Property; or

4) Owner dies, becomes legally incapacitated, or otherwise becomes legally unable to act prior to the terms and conditions of this Agreement; or

5) Owner fails to maintain the Real Property, it becomes a public nuisance and code enforcement action is initiated; or

5) Owner abandons the Real Property; or

6) Any interest in the Real Property, including a beneficial interest, is sold or transferred prior to the affordability period, without City's prior written consent, except for:

a) The creation of a lien or encumbrance subordinate to the Mortgage to City to protect the SHIP funds, so long as the lien or encumbrance was obtained with the prior written consent of City; or
b) The creation of a security interest for household appliances.

7) Owner obtains a note secured by the Real Property, whether or not junior to the Mortgage granted to City to protect the SHIP proceeds, without the prior written consent of City; or

8) Any other event occurs which is or may be declared a material breach of this Agreement or an event of default as defined in the Mortgage/Note.

6.2 As used in this Agreement, the terms "terminate" and "termination" refers to the rescission of City's obligation to advance SHIP funds to Owner and to the cessation of all further performance by City under this Agreement. Termination shall be accomplished by mailing, by certified mail; or by personally delivering; written notice of termination to Owner at the Real Property address or to Owner's personal address, if different from the Real Property address, or to any other address which Owner has given City notice. Termination shall be effective on the date the notice is mailed or personally delivered to Owner's address, regardless of whether the notice is actually received by Owner.

6.3 Owner agrees that termination shall not affect City's rights under the Mortgage/Note:

1) To declare the entire principal amount of the loan which has been advanced to Owner, together with any accrued interest and late charges, and any other amount secured by the Mortgage/Note immediately due and payable without any notice or demand to Owner; or

2) To collect any loan proceeds disbursed prior to termination by whatever means are deemed necessary by City and permitted by law, including foreclosure and sale of the Real Property; or

3) To assess interest and late charges under the Mortgage/Note; or

4) To make advances under the applicable provisions of the Mortgage/Note to preserve and protect City's security interest in the Real Property; or

5) To add any amount so advanced to the principal amount due under the Mortgage/Note and to have the amounts advanced secured by the Mortgage/Note.

6.4 If the property is sold by the Owner during the lien period or the Affordability Period, the lien is payable to the City. The property assisted through the SHIP Program must be sold at no less than Fair Market Value (the City may request an appraisal be completed at Owner expense to determine Fair Market Value) minus a fair return on investment by the Owner. A fair return on investment is defined as: the Owner's initial investment and any capital improvements. It shall be noted that it is the Owner's responsibility to document any investment and capital improvements in writing (receipts, copies of cancelled checks, etc.).

6.5 If Owner becomes deceased during the 20 year Affordability Period, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:

The City will allow the Real Property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

If the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

OPTION II. Satisfaction of the City's Lien:

The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or

- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or

- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

If the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:

If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property.

6.6 City shall also have the right to enforce this Agreement by an action at law or in equity for any form of relief that may be available under federal, state or local law.

7.0 Project/Program Requirements: Owner covenants to comply with all applicable project and program requirements set forth in the SHIP Program, the City's Housing Programs Policies, and the City's Local Housing Assistance Plan.

8.0 Preservation of Security: Owner agrees to preserve the security of the Mortgage/Note by keeping the Real Property free from all unnecessary hazards and liens; by complying with all lawful requirements and directives of federal, state and local government pertaining thereto (including the payment of all applicable taxes, licenses, fees, assessments and property taxes), and by maintaining in effect at all times adequate homeowners insurance on the Real Property required by City pursuant to the Mortgage/Note or other agreement.

9.0 Assignment: This Agreement may not be assigned by Owner.

10.0 Joint and Severally: Each party who executes this Agreement as an owner is jointly and severally liable under this Agreement. Notwithstanding such liability, each party executing this Agreement as an Owner hereby agrees that any such party may act for and bind all such parties (Owner) with respect to any right or obligation of Owner under this Agreement.

11.0 Enforcement of Agreement: This Agreement shall be enforced by Owner's execution of the Mortgage/Note on the Real Property. Additionally, City's remedies for the breach of any provision of this Agreement shall be an action to enforce the Mortgage/Note; an action to foreclose the Mortgage/Note; and any other legal or equitable remedy. Any violation of this Agreement shall likewise be deemed a violation of, and default under, the Mortgage/Note. City shall also have those remedies provided in paragraph 6.0 herein.

12.0 Duration of Agreement: This Agreement shall be effective upon execution by City and Owner, and shall remain effective until all SHIP funds due and payable to City are repaid to City by Owner or are forgiven after expiration of the Affordability Period pursuant to the terms and condition under the Mortgage/Note.

13.0 Other Representations and Warranties: Owner represents and warrants that it shall at all times comply with the terms and conditions under this Agreement. In the event Owner fails to comply with said terms and conditions, City shall have all remedies provided under this Agreement and state and federal law. If the City takes legal action to foreclose the Mortgage/Note or collect any SHIP funds misused by Owner, the Owner shall be liable for all costs incurred by the City to foreclose the Mortgage/Note or to collect such funds including, but not limited to, reasonable attorney's fees, filing fees, and other costs.

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

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

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

17.0 Attorney's Fees: If the City is a prevailing party in any action to enforce any of the terms of this Agreement and agreements attached hereto, the City shall be entitled to recover

from the Owner and any other non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

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

19.0 Waiver: Any waiver by City of any breach or violation of Owner's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

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

21.0 City's Right of Inspection: During the term of this Agreement, the City is hereby granted the right of entry onto Owner's Real Property for purposes of determining Owner's compliance with this Agreement and any agreements attached hereto. Owner hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

22.0 Notices: Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the person hereinafter designated, or (b) upon receipt of such notice, when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, United Parcel Service, Airborne, Express Mail etc., addressed to a party at the address specified below or other address as may be provided from time to time by written notice to the other party delivered in accordance herewith:

CITY:	**OWNERS:**
City of Cocoa	**Hope Elaine Jenkins**
Community Services Department	**425 Bernard Street**
65 Stone Street	**Cocoa, FL 32922**
Cocoa, FL 32922	**762-209-0182**
(321) 433-8520	

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

IN WITNESS WHEREOF, this Agreement has been executed and delivered and is effective on the latest of the dates set forth below. Owner hereby acknowledges that Owner has read and does fully understand the foregoing Agreement and all attachments thereto.

WITNESSES:

Signature

Print Name

Signature

Print Name

OWNER(S):

Signature **Date**

Hope Elaine Jenkins

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Hope Elaine Jenkins, who produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

ATTEST:

Signature

Carie Shealy, City Clerk

Print Name

CITY OF COCOA:

Signature

Henry U. Parrish, III

Print Name

Mayor

Title

Date

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Henry U. Parrish, III, Mayor of the City of Cocoa, Florida, who is personally known to me.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

EXHIBIT "1" OF AGREEMENT

REAL PROPERTY / LEGAL

The land is described as follows:

A parcel of land lying in Section 33, Township 24 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows: Commence at the N.E. corner of the N.W. 1/4 of the S.W. 1/4 of said Section 33; thence run in a Westerly direction along the North line of the said N.W. 1/4 of the S.W. 1/4 a distance of 347.82 feet to an intersection with the West right-of-way line extended at Paw Paw Street; thence run in a Southerly direction along said West Right-of-Way line of Paw Paw Street a distance of 355.0 feet to an intersection with the South right-of-way line of Bernard Street and the Point-of-Beginning of this description; thence for a first course run in a westerly direction along the said South Right-of-Way line of Bernard Street a distance of 121.64 feet; thence for a second course run in a Southerly direction a distance of 47.0 feet; thence for a third course run in an Easterly direction a distance of 121.64 feet to an intersection with the aforesaid West right-of-way line of Paw Paw Street; thence for a fourth and final course run in a Northerly direction along said West Right-of-Way line a distance of 48.0 feet to an intersection with the aforesaid South Right-of-Way line of Bernard Street and the Point-of-Beginning of this description said parcel being the same land as Lot 12, Block F, of Davidsons Unrecorded Subdivision.

EXHIBIT "2" OF HOME AGREEMENT

Form of MORTGAGE / NOTE

Legislation Details (With Text)

File #:	18-188	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	5/11/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Approve a Resolution affirming the Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) homeownership project is consistent with local plans and regulations, for the purpose of submission of a Community Contribution Tax Credit Program Sponsor Project Application to the Florida Department of Economic Opportunity for the BACRAP Homeownership Project. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BACRAP_Resolution				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2018
Agenda Date: May 22, 2018
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve a Resolution affirming the Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) homeownership project is consistent with local plans and regulations, for the purpose of submission of a Community Contribution Tax Credit Program Sponsor Project Application to the Florida Department of Economic Opportunity for the BACRAP Homeownership Project.

BACKGROUND:

Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) proposes to become a Sponsor of the Community Contribution Tax Credit Program through the Division of Strategic Business Development in the Florida Department of Economic Opportunity. The Program will enable BACRAP to solicit contributions from eligible donors to support construction of approximately seven (7) single family homes generally located within the Broadmoor Acres Subdivision which is west of Fiske Blvd.; east of Pineda Street; north of School Street and south of W. Highland Drive in Cocoa, Florida.

Businesses located anywhere in Florida that make donations to approved community development projects may receive a credit of up to fifty percent (50%) of the value of the donation. Businesses may take the credit on Florida corporate income tax, insurance premium tax or as a refund against sales tax.

The Program will enable BACRAP to solicit donations from eligible donors to revitalize a portion of the Broadmoor Acres Subdivision, a blighted neighborhood within the City of Cocoa. Currently the Broadmoor Acres Subdivision, located within the City of Cocoa and is located in Census Tract 623, this tract is 65.95 low income and faces extreme and pervasive levels of crime, poverty, unemployment, low educational attainment and social and physical distress. According to the *U.S. Census Bureau (2016), American Community Survey 5-year estimates, Cen*sus Target 623 area contains a 67% minority population, a 27% poverty rate (nearly double Brevard County's rate of 14%), an average median income of $30,920, and 61% renter occupied. Also, only 7.7% of the Census Tract 623 population holds a Bachelor's Degree or higher.

The Homeownership Project will consist of the construction of approximately seven (7) single family homes on vacant lots located at 1057 Mitchell Street, 401 N. Carolina Avenue, 1115 Broadmoor Drive, 1102 Broadmoor Drive, 1049 Broadmoor Drive, 1057 Bellefonte Avenue and 300 N. Varr Avenue. The homes will be a minimum of 1,100 square feet, three (3) bedrooms, two (2) baths with a one and a half car garage. The homes will be concrete block and meet the Florida Building Code. BACRAP staff will perform project oversight and management of the project during the construction phase.

STRATEGIC PLAN CONNECTION:

The Strategic Issues of Image and Community Development are furthered by this item.

BUDGETARY IMPACT:

There is no budgetary impact with this Item.

PREVIOUS ACTION:

There has been no previous action.

RECOMMENDED MOTION:

Approve a Resolution affirming the Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) homeownership project is consistent with local plans and regulations, for the purpose of submission of a Community Contribution Tax Credit Program Sponsor Project Application to the Florida Department of Economic Opportunity for the BACRAP Homeownership Project.

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RESOLUTION NO 2018-033

A RESOLUTION OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AFFIRMING THAT THE BROADMOOR ACRES COMMUNITY RESTORATION AND PRESERVATION, INC. IS CONSISTENT WITH LOCAL PLANS AND REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Chapter 212.08 (5)(p), Florida Statutes provides that businesses that make contributions of cash, liquid assets, real property, goods, inventory or other physical resources for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households may receive a Community Contribution Tax Credit under certain circumstances; and

WHEREAS, Section 220.183 (3)(a), Florida Statutes requires, as a condition precedent to such a Community Contribution Tax Credit, that a local government adopt a resolution certifying the project receiving such community contributions is consistent with local plans and regulations; and

WHEREAS, Broadmoor Acres Community Restoration and Preservation, Inc. wishes to be eligible to receive such community contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COCOA, FLORIDA, THAT:

SECTION 1. The City Council of the City of Cocoa resolves that the Broadmoor Acres Community Restoration and Preservation, Inc. homeownership project consists of 172 lots and is generally located west of Fiske Blvd.; east of Pineda Street; north of School Street and south of W. Highland Drive.

SECTION 2. The Broadmoor Acres Community Restoration and Preservation, Inc. homeownership project is consistent with local plans and regulations.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the City Council of the City of Cocoa, Florida at a regular meeting of the City of Cocoa on the 22th of May, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-167	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	4/23/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 18-19 Action Plan Final SF424_2_1-V2.14-3-18 SF424D-V1.1 Non-State-Cerifications 4-3-18 CensusTracts CocoaCRABoundaries Action Plan Final hearing notice FL today proof of pub				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2018
Agenda Date: May 22, 2018
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Conduct final Public Hearing to approve the City of Cocoa's FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

The City of Cocoa anticipates receiving $178,889 in Community Development Block Grant (CDBG) funds and $71,828 in HOME grant funds for Fiscal Year 2018/2019 from the U.S. Department of Housing and Urban Development (HUD). The City receives HOME funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The overall purpose of the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities

principally for persons of low- and moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition, and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low- and moderate income persons. HOME Program funds can only be used for housing activities benefiting low- and moderate income persons.

Based on priorities and goals identified in the FY 2016/2020 Five-Year Consolidated Plan, the City of Cocoa developed a one year Action Plan, which identifies community development projects that shall be undertaken between October 1, 2018 and September 30, 2019.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper summarizing the proposed projects and a 30 day public comment period. The 30 day public comment period began April 5, 2018 and ended on May 8, 2018. No comments have been received.

Projects were advertised with the approximate funding amounts of $165,277 for CDBG and $56,655 for HOME in accordance to Council's approved recommendations on February 27, 2018. However, the City has since received the actual grant allocations of $178,889 for CDBG and $71,828 for HOME. The CDBG allocation increased by $13,612 and the HOME allocation increased by $15,173. The below project amounts have been adjusted accordingly.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR FY 2018/2019

PUBLIC SERVICES:			
Community Services Council (*meals on wheels & seniors at lunch)*		$ 7,680	**Central**
Brevard Sharing Center (*community kitchen)*	$12,680		
Salvation Army (*meals in domestic violence shelter)*		$ 6,473	
HOUSING, PUBLIC FACILITIES, & IMPROVEMENTS:			
Demolition & Clearance *(code enforcement initiated demolitions)*		$50,000	
Housing Rehab Program *(housing rehab for low-income residents)*		$66,279	
CDBG ADMINISTRATION:			
CDBG Administration and Operational funds		$34,777	
Fair Housing Education & Outreach		$ 1,000	
TOTAL CDBG FUNDS:		**$178,889**	

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR FY 2018/2019

Housing: CHDO/Housing Activity	$ 66,082
HOME Administration and Operational funds	$ 5,746
TOTAL HOME FUNDS:	**$ 71,828**

Staff is requesting Council hold the second and final public hearing on the proposed FY2018/2019

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Action Plan; approve the plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

No budget impact in FY2018/2019

PREVIOUS ACTION:

Held Public Hearing on February 27, 2018, to obtain the views of citizens on housing and community development needs; approved recommendations on FY 2018/2019 CDBG and HOME Program funding; and approved notice to solicit public comment and notice of final Public Hearing.

RECOMMENDED MOTION:

Conduct final Public Hearing to approve the City of Cocoa FY 2018/2019 CDBG & HOME Action Plan; authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements.

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Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Cocoa, in conjunction with the other members of the Brevard County HOME Consortium, worked collaboratively with the community to develop a unified vision. This resulted in the development of a five-year Consolidated Plan for fiscal years 2016/2020. The Plan includes goals and priorities, which shape various housing, public services, and community development programs into effective, coordinated neighborhood and community development strategies. It sets the standard for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level.

Each year, the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one-year Action Plan that describes actions, projects, and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan.

The City of Cocoa is a CDBG entitlement city and is solely responsible for the administration of the funds. Through an interlocal agreement with Brevard County and the cities of Melbourne, Palm Bay, Titusville, and Cocoa receive HOME Investment Partnership funds. Brevard County is the lead agency of the HOME Consortium, therefore, the City's Action Plan shall be submitted to HUD by Brevard County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Specific objectives identified in the Consolidated Plan and the City of Cocoa's Five-Year Strategic Plan includes the areas of housing, homelessness, special needs, and non-housing community development needs such as:

- ***Housing:*** Preserving existing affordable housing; producing new affordable homes in designated target areas and mixed-income rental units city-wide; providing home ownership opportunities for those wishing to own their own home; providing services to educate home buyers regarding the mortgage process; enabling homeowners through education and counseling to retain their home; and demolishing homes that are substandard and unfit for human habitation.

- ***Homeless:*** Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions; establishing facilities for substance abusers, mentally ill, dually diagnosed, and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs; support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.
- ***Special Needs*****:** Objectives are to provide facilities to temporarily house chemically dependent or dually diagnosed individuals; support services to youth; support provision of additional independent living facilities with supportive services for the developmentally disabled, mentally ill, physically disabled, and persons with AIDS (including rental assistance for persons with AIDS); rehabilitate facilities providing supportive housing and provide services to enable the elderly to remain in their homes.
- ***Non-Housing Community Development Needs:*** Design and construct comprehensive infrastructure and streetscape improvements, enhance safety and sustainability, support neighborhood-based organizations in sponsoring clean-up campaigns, signage, etc. and provide other technical assistance as needed. Support the appropriate abandonment of septic tanks and permanent sewer hook-ups. Support the design and construction of neighborhood parks in the target areas.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City continues to develop viable communities through the provision of decent, affordable, and available housing, creating suitable living environments, expanding economic opportunities, and preventing and eliminating slums and blight. Verbal feedback from citizens and businesses indicate that the City's demolition and housing rehab programs are helping to beautify neighborhoods.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The citizen participation process included an online survey for input, as well as, two (2) public hearings. During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard - Senior Nutrition Program; Central Brevard Sharing Center; and the Salvation Army North Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

Also, an extensive community outreach program was conducted in the development of the FY2016-2020 Consolidated Plan to ensure the plan responds to community needs. The outreach effort included:

* A Housing and Community Development Needs Survey was developed and distributed to over 8,000 residents in low-income neighborhoods in Brevard County for input regarding community needs.

* A Social Service Provider Survey was developed and distributed to more than seventy (70) providers to help determine the capacity and gap of services being provided throughout Brevard County, including Cocoa.

Also, the FY2016-2020 Consolidated Plan was distributed at the Brevard County libraries, Cocoa West Community Center, Cuyler Park Community Center, and Woody Simpson Community Center. No Comments were received.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard - Senior Nutrition Program; Central Brevard Sharing Center; and the Salvation Army north Central Brevard Corps. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views not accepted.

7. Summary

The City's involvement with multiple agencies and community groups serving the needs of the low and moderate income persons provides ample opportunity for the City to receive information about issues affecting the low income community. This informal forum also allows for citizens to make their needs and concerns known as well. Coordination takes time and effort. The City will continue to work towards building capacity for better coordination and achieving solid results through partnerships in the years ahead.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COCOA	Housing & Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The City of Cocoa is a direct entitlement community for Community Development Block Grant (CDBG) funds. However, this is not the case with HOME funds. The City of Cocoa, in partnership with Brevard County and the cities of Melbourne, Palm Bay, and Titusville receives HOME funds through a Consortium. The Brevard County HOME Consortium (Consortium) brings together the cities and the unincorporated areas of Brevard County.

Consolidated Plan Public Contact Information

Nancy A. Bunt, Deputy Community Services Director

Community Services Department

65 Stone Street

Cocoa, FL 32922

(321) 433-8511

nbunt@cocoafl.org

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Housing is, and will always be, the critical component to ending chronic homelessness. The primary manner in which the City will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers.

Also via association with Brevard Homeless Coalition and support of local community-based service providers, the City will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance; transitional and emergency housing; community kitchens; domestic violence funding; mental health services and substance abuse treatment. The primary manner in which the City will aid persons in need of services will be through the 211 Brevard referral network, an online database of community service providers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

In order to improve the living environment of the extremely-low and low-income households that reside in public housing, the Housing Authority of the City of Cocoa (Authority), has developed a self-sufficiency program available to public housing residents. This program addresses issues such as: elimination of drug use, a literacy program that is part of the continuing education program, GED training, job training and business development. The economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship, or any other program necessary (such as substance abuse or mental health treatment).

The City of Cocoa reviews and certifies the Authority's annual plan and five (5) year plan. The City reviews proposed capital improvements, proposed development, demolition, or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's Consolidated Plan.

The following is a list of primary agencies located and or serving persons within the City of Cocoa:

Brevard County Family & Children's Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center - Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides 24 units in Cocoa for homeless and special needs, 115 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard County - Assists working parents in finding and paying for child care services, and offers parenting classes and support groups for teen mothers.

Crosswinds Youth Services - Programs for children and young people and their families including Emergency Youth Crisis Shelter; 24-hour Crisis, Info and Referral Line; Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and Brevard Job Link Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling, and housing for victims of domestic violence.

North Brevard Charities Sharing Center - Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Also, the City has several assisted housing providers that are funded through state and/or federal funds: Westminister Asbury South has 142 Section 8 project based rental units; Westminister Asbury North has 50 Section 8 project based rental units; Abilities at Crestview/College Pine/Windover has 51 Section 811 rental units for persons with disabilities; Arlington Apartments has 41 HUD Use Agreement rental units; Cocoa Lakes Apartments has 49 Section 8 Project based rental units; Clear Pond Estates has 100 Section 8 Project based rental units; Candlewood Apartments has 70 Section 8 project based rental units; Oak Meadows has 120 Low-income Housing Tax Credit rental units; and Clearlake Isles was completed in early 2018, with 84 Low-income Housing Tax Credit over 55 rental units.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homelessness is a prevailing situation that exists throughout Brevard County. The Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long term

permanent housing to homeless families and individuals. The City of Cocoa and Brevard County provide financial assistance to the Housing for Homeless.

City staff also participates in a continuum of care process which recently became a 501(c)(3) as the Brevard Homeless Coalition. This process is supported by numerous homeless providers and municipalities throughout the County. City staff attends meetings that are held on a monthly basis. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services.

Those at risk of becoming homeless include one-parent families; dysfunctional substance abusers; released prison inmates; battered spouses; persons in extended employment training programs; persons receiving emergency assistance; persons in self-sufficiency programs; and households with incomes at 0%-30% AMI, paying more than 30% of their income for housing or who are doubled-up with family or friends. According to the Brevard Homeless Coalition, the homeless population for Brevard County recorded in 2015 was 1,178, in 2016 it was 827, and in 2017 the count was 845.

These populations often require temporary and or transitional housing in conjunction with such diverse supportive services as childcare, social supports (e.g., self-help groups), health care, mental health care, substance abuse counseling and treatment, transportation, job training, and programs that address the social emotional and educational needs of children. Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs which include preventive services, short-term/long-term housing and emergency food, clothing, and financial assistance. The following is a list of primary agencies local and serving the homeless within the City of Cocoa:

Brevard County Family & Children's Services - Provides food, counseling and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center - Provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter, and meals on a daily basis.

Housing for Homeless Program - Provides 24 units in Cocoa for homeless and special needs, 115 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescriptions.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling, and housing for victims of domestic violence.

North Brevard Charities Sharing Center - Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG grant funds.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Central Brevard Sharing Center
	Agency/Group/Organization Type	Housing Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
2	**Agency/Group/Organization**	Aging Matters in Brevard
	Agency/Group/Organization Type	Services-Elderly Persons Grantee Department Neighborhood Organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
3	**Agency/Group/Organization**	NORTH BREVARD CHARITIES SHARING CENTER
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services - Victims

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
4	**Agency/Group/Organization**	Brevard School Readiness Coalition dba/Early Learning Coalition of Brevard County, Inc.
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having clients complete written surveys.
5	**Agency/Group/Organization**	Emma Jewel Charter School
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment, homeless need - families with children and homeless special needs.
6	**Agency/Group/Organization**	Habitat for Humanity of Brevard County
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs.
7	**Agency/Group/Organization**	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment and public housing needs.
8	**Agency/Group/Organization**	BREVARD COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted EDC of Florida's Space Coast, Brevard County's Economic Development Office. The EDC provided Economic Development input.

9	**Agency/Group/Organization**	Brevard Homeless Coalition, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on homelessness needs.
10	**Agency/Group/Organization**	THE SALVATION ARMY, A GEORGIA CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.
11	**Agency/Group/Organization**	COMMUNITY HOUSING INITIATIVE TRUST, INC.
	Agency/Group/Organization Type	Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The Continuum of Care (CoC) conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC.
SHIP Local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.
Comprehensive Plan-Housing Element	City of Cocoa	The Housing Element is the City's chief policy document for the development of affordable and market rate housing.
Housing Authority 5 Year and Annual Plan	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups, including the CDBG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-Entry Task Force, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs, and completed the "Needs Assessment" survey. These consultations, meetings, and surveys shaped the City's goals.

The CDBG Citizen Participation Plan indicates that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG Program and provide feedback when desired and needed. Representatives of participating cities of the Brevard County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa, and other stakeholders were notified of funding and emailed from a database of interested parties. Notification was also posted in the Florida Today, a local newspaper. Various community meetings were held and a public hearing was held on February 27, 2018 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Cocoa City Council on May 22, 2018. The FY18-19 Annual Action Plan was made available for public comment for 30 days. An announcement of the notice of a 30-day comment period was published in the local newspaper, Florida Today and on the city website, www.cocoafl.org.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on February 9, 2018 in Florida Today of first public hearing on February 27, 2018 to receive comments on the City's FY18/19 Action Plan.	During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council of Brevard, Central Brevard Sharing Center,and the Salvation Army. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 5, 2018 in Florida Today of final public hearing on May 22, 2018 to receive comments on the City's FY18/19 Action Plan.	There were no comments received.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	An online survey was available for Cocoa Residents to provide input on needs of the City.	Educating and providing opportunities for young people from low-income backgrounds should be a community priority.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Staff attended the Cocoa Housing Authority Board meeting.	No comments were received.	No comments were not accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The funding levels incorporated in the Five-Year Consolidated Plan FY 2016-FY 2020 and One-Year Action Plan for FY 2018 and released for public comment are based on the funding allocation awarded to the City of Cocoa for FY 2018-2019 in the amount of $178,889. The City of Cocoa will request citizen comment on this planned process for the allocation of federal funding for FY 2018. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation based on HUD limits size. Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD guidelines.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	178,889	0	180,000	358,889	600,000	Community Development Block Grant (CDBG) funds will be used for housing, public improvements, public services, demolition, admin and planning.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Section 108	public - local	Public Improvements	0	0	0	0	0	The City will be applying for a Section 108 Loan to construct a 18,000 square foot community center within a predominately low-income area, Census Tract 626. The facility will have office space available for non-profits and will be dedicated to the advancement of social, health, childcare and juvenile diversion.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. Cocoa was awarded $115,796 in State funding through the Florida Housing Finance Corporation, State Housing Initiative Partnership (SHIP) for SFY 2016-2017 and $80,819 for FY17-18. These funds will be used to address housing needs identified in the Consolidated Plan. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies that are funded with CDBG funds will be strongly encouraged to seek additional resources to serve the low income residents of Cocoa.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cocoa currently owns two (2) vacant lots which are located at Davis Street (Lot 1 and 9). In 2016, the City of Cocoa purchased 22 vacant lots within the Magnolia Pointe Subdivision, all 24 lots are located within Census Tract 626. In 2017-2018, the City initiated foreclosure on eight (8) vacant lots, they are: 629 S Georgia Avenue, 1110 Grove Avenue, 1970 Furman Court, 1059 Olive Street, 1050 Bellefonte Avenue, 712 Stone Street, 1101 Avon Place, and 801 Eden Street. The City may develop these lots for owner occupied housing in whole or in part with CDBG, HOME and/or SHIP funds.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Services	2016	2020	Non-Housing Community Development	City wide	Public Services	CDBG: $26,833	Public service activities other than Low/Moderate Income Housing Benefit: 1215 Persons Assisted
2	Spot Demolition/Clearance	2016	2020	Spot Slum/Blight Removal	CENSUS TRACT 626 Census Tract 623	Neighborhood Services	CDBG: $80,000	Buildings Demolished: 5 Buildings
3	Fair Housing Compliance, Testing and Outreach	2016	2020	Fair Housing	City wide	Neighborhood Services	CDBG: $1,000	Other: 18000 Other
6	Planning and Administration	2016	2020	Non-Housing Community Development Administration	City wide	Affordable Housing Homebuyer Program Public Facilities Improvements	CDBG: $35,777	Other: 1 Other
8	Housing Rehabilitation	2016	2020	Affordable Housing	City wide	Affordable Housing	CDBG: $216,279	Homeowner Housing Rehabilitated: 5 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Services
	Goal Description	Public Service Funding for three (3) nonprofit agencies: Community Services Council's Meals on Wheels and Seniors at Lunch Programs; Central Brevard Sharing Center's Food Kitchen; and food for The Salvation Army' s Domestic Violence Shelter.
2	**Goal Name**	Spot Demolition/Clearance
	Goal Description	Code Enforcement Initiated Demolitions
3	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Fair Housing Compliance, Testing and Outreach in partnership with the Brevard County HOME Consortium and the Fair Housing Continuum.
6	**Goal Name**	Planning and Administration
	Goal Description	Administration and oversight of the Community Development Block Grant program. Fair housing activity will be funded.
8	**Goal Name**	Housing Rehabilitation
	Goal Description	Rehabilitation of owner-occupied homes for low-income households.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Each year the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five year Consolidated Plan. CDBG funding will be used for administration and general oversight of the CDBG Program; fair housing training, outreach and testing; housing rehabilitation; code enforcement initiated demolitions; repayment of a Section 108 Loan Guarantee; and public service programs that provide meals for the elderly, meals for those at homeless or at risk of homelessness, domestic violence prevention, and child care assistance.

HOME Program funding will be used for administration and general oversight of the HOME program and development of affordable homeownership opportunities in partnership with local developers, Community Housing Development Organizations, and the Consortium.

#	Project Name
1	Community Services Council
2	Central Brevard Sharing Center/Public Services
3	Salvation Army/Public Service
4	Spot Demolition/Clearance
5	Owner Occupied Rehabilitation
6	Planning and Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The basis for allocating priorities within the jurisdiction during the Consolidated Plan period, and the rationale for assigning funding priorities annually, is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 39% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, and proposed benefit for the low and moderate income community, and leveraging of other funding resources. City initiated activities including planning and program administration; fair housing testing; outreach and training; code enforcement initiated demolitions, and repayment of a Section 108 Loan Guarantee typically account for the remaining 61% of projects.

City initiated activities are also targeted at community needs identified during the annual citizen participation process and Council support of priorities identified in the City's Comprehensive and Capital Improvement Plan processes. Public service projects selected for funding will provide a direct benefit to low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the region’s homeless population.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Community Services Council
	Target Area	CENSUS TRACT 626
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $7,680
	Description	Agency will provide services to seniors that include the Meals on Wheels Program and the Seniors at Lunch Program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	90 Seniors will benefit from the activities.
	Location Description	The Meals on Wheels Program will be city-wide and the Seniors at Lunch Program will be administered at Wesminster Asbury Senior Center, 1420 Dixon Blvd., Cocoa, FL 32922.
	Planned Activities	Lunches will be provided to seniors through the Meals on Wheels and Seniors at Lunch Programs.
2	**Project Name**	Central Brevard Sharing Center/Public Services
	Target Area	CENSUS TRACT 626
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $12,680
	Description	Agency will provide daily hot meals to homeless, individuals, and families through their community kitchen.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	1,100 homeless, individuals, and families will be provided a daily meal.
	Location Description	Central Brevard Sharing Center's community kitchen is located at 113 Aurora Street, Cocoa, FL 32922
	Planned Activities	Daily meals through the community kitchen.
3	**Project Name**	Salvation Army/Public Service
	Target Area	City wide
	Goals Supported	Public Services

	Needs Addressed	Public Services
	Funding	CDBG: $6,473
	Description	Salvation Army will provide meals for victims of domestic violence in agency's shelter.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	25 victims of domestic violence will be served meals in Salvation Army's domestic violence shelter.
	Location Description	The location of the shelter is protected information.
	Planned Activities	Domestic violence victims will be served meals in the shelter.
4	**Project Name**	Spot Demolition/Clearance
	Target Area	CENSUS TRACT 626 Census Tract 623
	Goals Supported	Spot Demolition/Clearance
	Needs Addressed	Neighborhood Services
	Funding	CDBG: $80,000
	Description	Demolition of unsafe structures within the 626 and 623 Census Tracts.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The demolition of 5 unsafe structures will benefit low-income residents residing in census tracts 626 and 623.
	Location Description	Census tracts 626 and 623.
	Planned Activities	Clearance and demolition of unsafe structures.
5	**Project Name**	Owner Occupied Rehabilitation
	Target Area	City wide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: $216,279
	Description	Rehabilitation of homes occupied by low-income homeowners.
	Target Date	9/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	Five (5) low-income homeowners will benefit from the rehabilitation of their homes.
	Location Description	City wide.
	Planned Activities	Rehabilitation of owner-occupied homes.
6	**Project Name**	Planning and Administration
	Target Area	City wide
	Goals Supported	Planning and Administration
	Needs Addressed	Affordable Housing Homebuyer Program Public Facilities Improvements Public Services Neighborhood Services
	Funding	CDBG: $34,777
	Description	Management and oversight of the Community Development Block Grant program.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Low-income residents will benefit from housing rehab, spot demolition/clearance, fair housing activities, public facilities, public services, and neighborhood services.
	Location Description	City wide
	Planned Activities	Low-income residents will benefit from housing rehab, spot demolition/clearance, fair housing activities, public facilities, public services, and neighborhood services.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cocoa is a total area of 15.4 square miles and a population of 18,313 according to BEBR. Within the City, there are three (3) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA, US-1 Corridor CRA and Diamond Square CRA. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established of the three. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. Unfortunately, the 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in the Heart of Cocoa. The 2010 Census combined CT627 with CT622, and is now CT 715. In spite of the block group consolidation, the low/moderate percentage is 47.9%. This percentage is staggering when taking into consideration the affluence residing along the riverfront.

The other two CRAs were formed in 1997 and maintain a higher concentration of low/moderate persons. US-1 Corridor CRA exists primarily within CT623, of which more than 67% of residents are low/moderate. Diamond Square CRA is located within CT626, and is even more depressed with 93.0% of its residents earning less than 80% of the area median income. The population, according to the 2010 Census, is estimated to be at 3,075, resulting in a decline of 12.9% in ten (10) years. Predominantly this decline was caused by the demolition of 101 public housing units and several substandard, dilapidated vacant units. Of this year's current estimated population, 16.1% are White, 78% are Black or African American, and 5.7% are Hispanic or Latino. These areas are also a designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, most of US-1 Corridor and the Heart of Cocoa area. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas, but are available throughout the City for activities that qualify for assistance under HUD guidelines. In fact, the 2010 Census indicates that 60.8 percent of the citizens of Cocoa earn less than 80% of the area median income and are eligible for CDBG and HOME funding.

The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household income for the City is $40,856. The median household income for Census Tract 626 is $20,368.

See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	5

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage in not only community building activities and fund needed improvements in low and moderate income areas but also to provide opportunities for residents to live in non-impacted areas.

In the 2010 Census, there are 8 census tracts and 19 block groups within the city, 5 of those census tracts are low/moderate income areas. Census Tract 622 and 627 (in 2000) was redistricted to Census Tract 715 (in 2010). Census Tract 623 (in 2000) was redistricted to Census Tract 623.01 and 623.02 (in 2010). The City of Cocoa has three (3) established Community Redevelopment Areas (CRA), (CT623 and CT626), all with a high concentration of low/moderate income persons. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2000 U.S. Census, 93.% of the residents in the area are low/moderate. According to the 2006-2010 American Community Survey (ACS) the median household income for the City is $40,856. The median household income for Census Tract 626 is $20,368. Estimating a percentage of CDBG funds dedicated to the target areas is difficult. There are 8 census tracts within the City, of those census tracts, the City believes four (4) (census tracts 623.01, 623.02, 624, 626) are low/moderate income areas, so we anticipate 90 percent of the funds will benefit the population of these target areas.

See map of 2010 Census Tracts and Blocks in appendix.

Discussion

The City has sought to invest in programs that reduce or eliminate slum and blight and promote ownership so as to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer program and housing repair programs the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the strength of ethnic diversity and communities that provide faith-based and family-based supports.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium, has developed the following actions which address obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and Annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers to enhance the availability for underserved populations such as seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to continue and encourage the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

The City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permit and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3) affordable housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. (Habitat) and Central Florida Community Development Corp. (CFCDC). The reduction in setback requirements allowed Habitat to build three (3) homes on land zoned only for two (2) and allowed CFCDC to build eight (8) homes on land zoned only for four (4).

Discussion

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable, and accessible housing throughout the City.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability for underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. In FY 2008-2009 the City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program, five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and left homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

To continue fostering and maintaining affordable housing, the City has allocated CDBG funds for the Housing Rehab Program. HOME funds shall be used to construct new affordable housing.

In order to continue encouraging the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

And finally, in July 1994, the City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case by case basis if appropriate through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered into three (3) affordable housing development agreements for setback reductions, two (2) with Habitat for Humanity of Brevard County, Inc. (Habitat) and Central Florida Community Development Corp. (CFCDC). The reduction in setback requirements allowed Habitat to build three (3) homes on land zoned only for two (2) and allowed a developer to build eight (8) homes on land zoned only for four (4).

These endeavors will increase the availability of housing within the City, and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead based paint hazards:

- Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 on units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

1. 1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area.2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring

paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives.3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet-mopping with plenty of rinse water.

1. The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22, 2010. The Final Rule will ensure that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families. The strategic plan, goals and objectives noted throughout this document promote self-sufficiency and empowerment.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outlines in the Consolidated Plan are met within the one year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the City's anti-poverty strategy and five year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; and the availability of special needs housing.

The following are CDBG public service agencies and percentage of area to be served in FY2018-2019: Community Services Council (Meals on Wheels and Congregate dining) - 95% of $7,680 will be expended in target areas; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $12,680 will be expended in target areas; and Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $6,473 will be expended in target areas.

Cocoa is a city of approximately $18,313 persons (2015 BEBR) with a disproportionate share of public housing units. Currently, the Cocoa Housing Authority manages 149 Section 8 Housing Choice Vouchers and owns and operates 327 public housing units. Barlow Homes has 37 units that serve elderly and families. Peachtree Manor has 40 units that serve families. Pineda and Moore Homes have 250 units that serve the elderly and families.

It is anticipated that by mid-2018, the closing on low-income housing tax credit (LIHTC) funding and the HUD RAD conversion, which converts subsidy funding from Public Housing to Project Based Rental Assistance (PBRA), will be complete for 144 of the 327 units. The remaining 183 units are waiting for confirmation of a LIHTC award. This second phase will also complete a HUD RAD conversion from Public Housing to PBRA. The LIHTC funding will allow for extensive rehabilitation of all 327 housing units.

The Housing Authority of the City of Cocoa (HACoC) was established in 1953 with the construction of Barlow Homes and the Peter Young Complex. In 1961-65, three (3) additional projects were added: Peachtree Manor, Brockington Home, and the Pineda Homes/Moore Homes Complex. The area is one of two primary traditional African American settlement sites dating back to the early 1900's, and at one time was blessed with a thriving neighborhood-serving commercial corridor, Stone Street. In 1997, the area was designated a Community Redevelopment Area, called Diamond Square CRA; and in 2003, was designated as a Florida Enterprise Zone (EZ 0501).

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs within the City. City staff attends the three (3) community redevelopment agency meetings to improve services and quality of life for the residents of the city.

Actions planned to enhance coordination between public and private housing and social service agencies

The existing coordination of services, specifically between public and private housing has been enhanced with the creation of the Brevard County HOME Consortium whose members include Brevard County, and the cities of Cocoa, Titusville, Melbourne and Palm Bay. Additionally, in an effort to facilitate communication with other local housing nonprofit organizations, the members of the Consortium convene monthly to share federal and state housing program updates and to engage in discussions of local housing programs and initiatives.

Within Cocoa, there are a number of social service agencies and churches that provide homeless assistance programs which include preventive services, short-term/long-term housing/ and emergency food, clothing and financial assistance. The following is a list of primary agencies supported by the City of Cocoa as well as the Brevard Homeless Coalition (BHC) which provide services to the homeless population:

Brevard County Family & Children Services - Provides food, counseling, and emergency financial assistance that includes rental, utilities, medical, lodging, and transportation expenses.

Central Brevard Sharing Center – Provides food, clothing, emergency rent, utility, and medical financial assistance on a daily basis.

Housing for the Homeless of Brevard County - WIN (When-In-Need) Program - Provides 22 apartment homes in Cocoa for homeless and special needs. Twelve (12) units provide permanent long-term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless, special needs individuals and families with children. The remaining two units are used for the provision of special services such as counseling and miscellaneous support services.

Early Learning Coalition of Brevard - Assists working parents in finding and paying for child care services, and offers parenting classes and support groups for teen mothers.

Crosswinds Youth Services – Programs for children and young people and their families including Comprehensive Assessment of Troubled Under-Aged Individuals; Emergency Youth Crisis Shelter; 24-Hour Crisis, Info & Referral Line, Community Counseling; Transitional Living Program; Foster Care; Intensive Delinquency Diversion Services; Juvenile Assessment Center; Project Safe Place; and Brevard Job Link Youth Services.

The Salvation Army - Provides emergency food, clothing, counseling, and financial assistance for rent, utilities, and medical prescription.

The Salvation Army Domestic Violence Shelter - Provides food, clothing, counseling and housing for women and children of domestic violence.

Catholic Charities of Central Florida - Provides counseling services, short term emergency financial assistance, transitional housing, pregnancy counseling and adoption services, and a food pantry.

The City will continue to partner and support the above listed agencies to address the specific objectives of the Strategic Plan which are to:

- help low income families avoid homelessness;
- establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders;
- support activities to fill gaps in Brevard County's Continuum of Care;
- respond to urgent community needs; and
- increase permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan. See attached budget sheet for FY2018-2019.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2017-2018. Within the next year, the City of Cocoa does anticipate applying for a Section 108 Loan Guarantee in the amount of $894,445.

Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6243115&GUID=DFE8C9A2-79AF-4133-8408-1CEEBA57204E* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



Embedded Adobe XML Form

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6243116&GUID=C4734705-7639-449B-926A-C98B18F9CA2B* is an Adobe XML Form document that has been embedded in this document. Double click the pushpin to view.



CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ _____

Signature of Authorized Official Date

Mayor

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2018 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Mayor

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

_____ _____

Signature of Authorized Official Date

_____

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

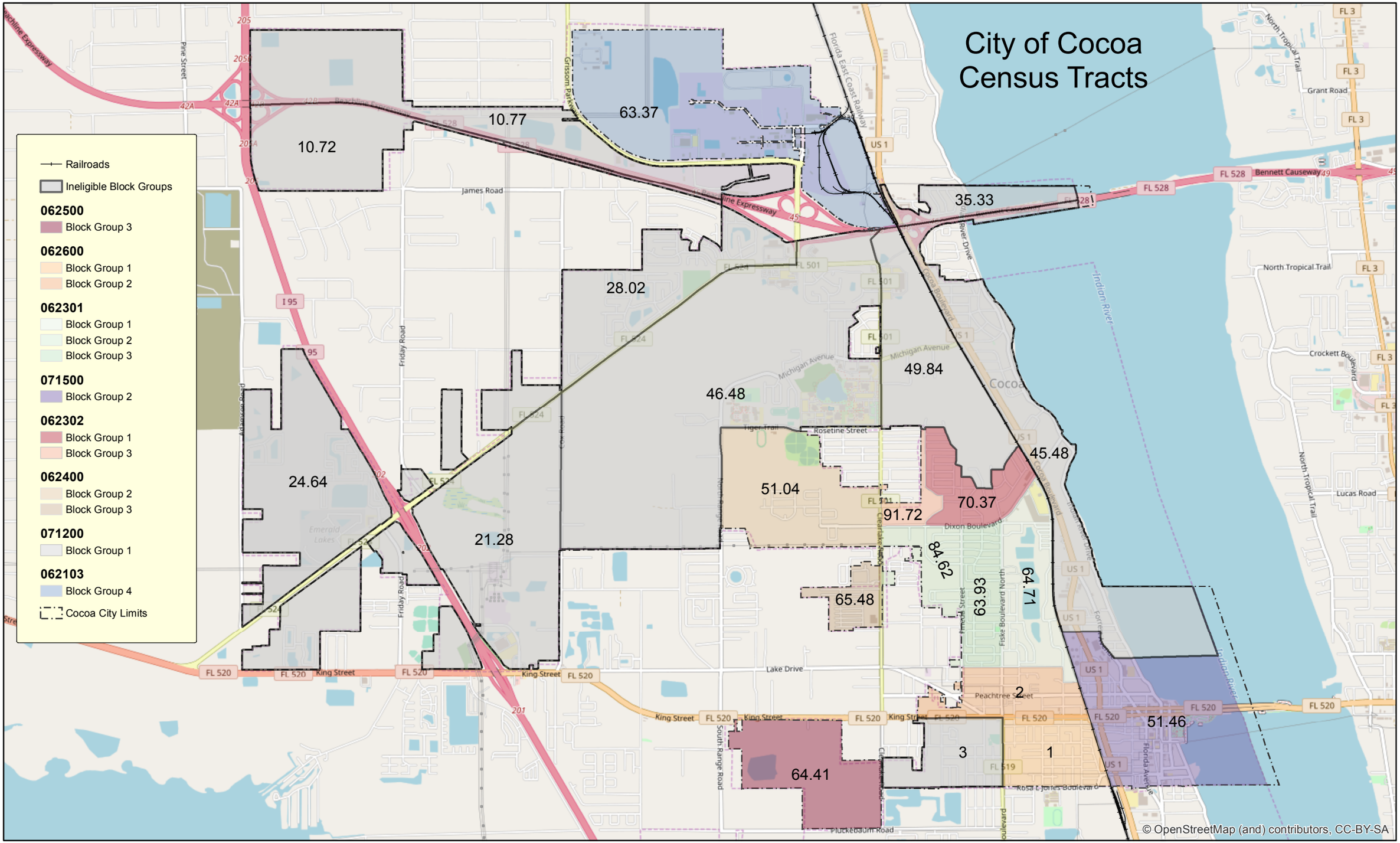
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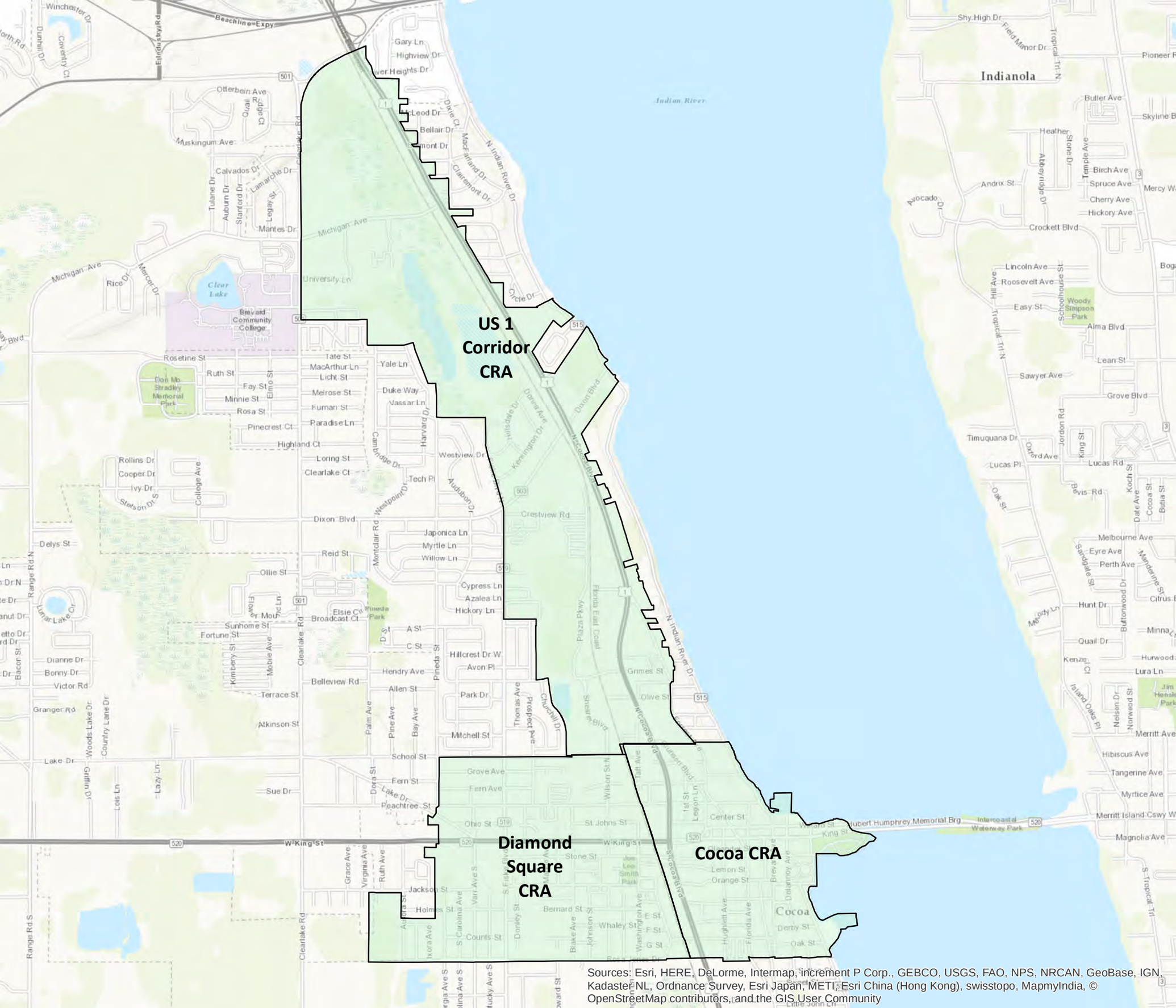
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.


City of Cocoa
Census Tracts
Railroads
Ineligible Block Groups
062500
Block Group 3
062600
Block Group 1
Block Group 2
062301
Block Group 1
Block Group 2
Block Group 3
071500
Block Group 2
062302
Block Group 1
Block Group 3
062400
Block Group 2
Block Group 3
071200
Block Group 1
062103
Block Group 4
Cocoa City Limits
10.72
10.77
63.37
35.33
28.02
46.48
49.84
45.48
24.64
21.28
51.04
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1
2
3
James Road
Michigan Avenue
Rosetine Street
Dixon Boulevard
Lake Drive
King Street
Peachtree Street
Plucketbaum Road
Rosa L Jones Boulevard
Bennett Causeway
North Tropical Trail
Grant Road
Crockett Boulevard
Lucas Road
Indian River
Cocoa
Friday Road
Pine Street
Florida East Coast Railway
Grissom Parkway
Cocoa Boulevard
Fiske Boulevard North
South Range Road
Florida Avenue
I 95
FL 520
FL 528
FL 501
FL 519
US 1
42A
205
201
95
45
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US 1
Corridor
CRA
Diamond
Square
CRA
Cocoa CRA
Indianola
Cocoa
Indian River
Clear Lake
Brevard Community College
Don Mo Stradley Memorial Park
Pineda Park
Woody Simpson Park
Hubert Humphrey Memorial Brg
Intercoastal Waterway Park
Beachline Expy
Michigan Ave
University Ln
Dixon Blvd
Crestview Rd
N Indian River Dr
W King St
Clearlake Rd
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST

COCOA, FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared Becky Holland, who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in FLORIDA TODAY in the issue(s) of:

04/05/18

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 5th of April 2018, by Becky Holland who is personally known to me

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020

Publication Cost: $185.08
Ad No: 0002835231
Customer No: BRE-6CI200

Adia Bell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF954893
Expires 1/27/2020

AD#2835231, 4/5/2018
NOTICE OF PUBLIC HEARING
CITY OF COCOA'S PROGRAM
YEAR 2018/2019
CDBG & HOME ACTION PLAN PROPOSED
FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive $165,277 in Community Development Block Grant (CDBG) Entitlement funds and $56,655 in HOME Investment Partnership funds for Program Year 2018-2019. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance. In addition, the Consolidated Plan allows jurisdictions to develop strategies for a five (5) year period, using combined funding sources, to address housing and community needs. The Cocoa City Council will hold a second and final public hearing on Tuesday, May 8, 2018 at 6:00 pm in Council Chambers, located at 65 Stone Street to make available for final comments on the final statement of objectives and projected use of funds for program year 2018-2019 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2018-2019 PUBLIC SERVICES:
Community Services Council (meals on wheels & seniors at lunch) $7,000
Central Brevard Sharing Center (community kitchen) $12,000
Salvation Army (meals in domestic violence shelter) $5,791

HOUSING AND PUBLIC FACILITIES IMPROVEMENTS:
Housing Rehabilitation Program (owner-occupied rehab) $97,000
Community Services-Clearance (code enforcement initiated demolitions) $10,431

ADMINISTRATION:
CDBG Administration and Operational funds $32,055
Fair Housing Education & Outreach $1,000

TOTAL CDBG FUNDS $165,277

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2018-2019
HOUSING:
CHDO/Housing Activity $52,123
HOME Administration and Operational funds $4,532

TOTAL HOME FUNDS $56,655

Copies of the City of Cocoa's 2018-2019 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS will be available at City Hall, Community Services Office, 65 Stone Street and at the Central Brevard County Library, at 308 Forest Avenue, Cocoa, Florida as of April 5, 2018. All citizens are invited and encouraged to make oral or written comments beginning April 5, 2018 through May 8, 2018 and to attend the final public hearing on May 8, 2018. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ellen Heuser at the City of Cocoa at (321) 433-8520 within 72 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing scheduled for Tuesday, May 8, 2018

Legislation Details (With Text)

File #:	18-186	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/11/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	

Title: Approve a preferred site location for the new Dr. Joe Lee Smith Center and commit up to $3.7 million to support the project. Direct the City Attorney to draft an Interlocal Agreement with the Diamond Square CRA to memorialize the City's financial contribution to the new Dr. Joe Lee Smith Center project and the Diamond Square CRA commitment to fund pool improvements and or construction, prioritize and fund park improvements for non-selected site and fund a feasibility study of repurposing the existing center. (City Manager).

Sponsors:

Indexes:

Code sections:

Attachments: Exterior View
17.37 Dr. Joe Lee Smith Park Concept Site Plan
17.46 Provost Park Concept Plan #2
JLS Community Mtg Presentation 5-9-18

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 11, 2018
Agenda Date: May 22, 2018
Prepared By: Karen D. Hamilton, Community Services Director
Samia Singleton, Redevelopment Specialist
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:

Approve a preferred site location for the new Dr. Joe Lee Smith Center and commit up to $3.7 million to support the project. Direct the City Attorney to draft an Interlocal Agreement with the Diamond Square CRA to memorialize the City's financial contribution to the new Dr. Joe Lee Smith Center project and the Diamond Square CRA commitment to fund pool improvements and or construction, prioritize and fund park improvements for non-selected site and fund a feasibility study of repurposing the existing center.

BACKGROUND:

The Dr. Joe Lee Smith Center is a 5,992-square foot recreation center serving the Diamond Square Redevelopment Area. The Center located at Dr. Joe Lee Smith Park, 419 Washington Street was built in 1963. The Center is owned by the City of Cocoa and operated by Brevard County Parks and Recreation. The current site includes an indoor and outdoor basketball court, an outdoor pool, meeting space, and a gymnasium. The existing Center is outdated, functionally obsolescence, in

disrepair, and lacks sufficient space to effectively serve the community.

Diamond Square CRA Plan and Update Background

On August 19, 1997 the Brevard County Board of County Commissioners adopted Resolution No. 97-161, which delegated to the City of Cocoa the authority to create the Diamond Square Community Redevelopment Agency (then called Census Tract 626 Community Redevelopment Agency). Subsequently, the Cocoa City Council adopted Resolution No. 98-196 on March 24, 1998, creating the Agency.

The 1998 Diamond Square Community Redevelopment Plan identified improving the Dr. Joe Lee Smith and Provost Parks and pursuing the development of a new community center.

> **Goal III**: Establish parks, recreation, open space and beautification efforts to create an improved character for the Redevelopment area that will reflect a pleasant appealing atmosphere for working and residing in the area."
>
> - Objective 4: Fully develop Provost and Dr. Joe Lee Smith Parks, including improved lighting, concession stands, basketball courts and other amenities for use by the community in Diamond Square.
> - Objective 5: Pursue the development of a multi-purpose community center with recreation and educational programs for the young and older residents of the community.

In 2014, the Diamond Square Community Redevelopment Agency completed and approved a Redevelopment Plan Update on March 17, 2014, of which City Council approved Resolution 2014-042 on May 13, 2014 approving the Redevelopment Plan Update.

The 2014 Redevelopment Plan Update also recognized the need for upgrading or reconstructing the center, specifically:

> Goal 4: Explore the Feasibility of Creating New Community-Based Centers
>
> Objective 4.1 - Joe Lee Smith Center Upgrades and/or Reconstruction

The Brevard County Board of County Commission (BOCC) was formally noticed and adoption of the redevelopment plan update was requested in July 2014. The item was placed on the BOCC October 21, 2014 agenda but subsequently was pulled by then County Commissioner Nelson. Following the 2014 election, a meeting was held with the Chairman of the BOCC in January 2015, where the City was advised to wait until after County budget workshops to present the request. The City requested in October 2015, of which at the time several members of BOCC began to scrutinize and question CRAs in general and the item was never scheduled. The City participated in a County Workshop in early 2017 on CRAs, from which there was an expressed intent by the BOCC that CRAs (and Cities) enter into an Interlocal Agreement (ILA) regarding their respective CRAs created through the County's delegated powers to the City. At this point, the proposed ILA, in staff's opinion, is not in the best interest of the Diamond Square CRA.

While the Redevelopment Plan Update has not been approved by the BOCC, the City working in concert with the Diamond Square CRA, based on the goals and objectives of the original 1998

Redevelopment Plan, is seeking to move forward with the rebuilding of the Dr. Joe Lee Smith Center.

Existing Dr. Joe Lee Smith Center Overview

As formerly mentioned the existing center is outdated, functionally obsolescent and in disrepair. According to Brevard County Parks and Recreation staff, restrooms do not meet ADA requirements, plumbing issues exist, the gym floor needs to be replaced, one of the two A/C units is extremely old, there is no heat as the gas system is shut off due to an undetermined location of a leak and the limited administrative space is outdated and inadequately sized. The building was constructed at time when utilizing Asbestos based materials and lead-based paint was common. Expanding the center would require significant work and would be costly. Asbestos and lead-paint, which is likely encapsulated, would require abatement. The building is a concrete block structure and expansion would require significant demolition and include removing and rebuilding a new roof line. All electrical, mechanical and plumbing would be required to brought into compliance with the Florida Building Code, which in all probability would require complete removal and installation of new systems. Expanding the footprint, if it were to be of comparable size to the proposed new center would alter the site in terms of parking and possibly encroach upon the outdoor basketball courts and the pool.

City staff has also been informed by Brevard Parks and Recreation the pool needs to be resurfaced, the deck needs to be resurfaced and the restrooms do not meet current ADA requirements. Additionally, the lobby needs to be renovated, the fence needs to be replaced, and the ceiling in the pump room also needs to be replaced. Finally, with regard to the existing center, the issues listed above is not an all-inclusive list and there are more issues that will need to be addressed.

Proposed New Dr. Joe Lee Smith Center Overview

The new center is proposed at approximately 14,850 square feet, which is substantially larger than the size of the existing center at 5,992 square feet. While the center would retain its programming of recreational activities, the center would be more of a neighborhood community center capable of offering multi-programming services such as both youth and senior programming, health care services and community meeting space. Additionally, office space for the Cocoa Police Department's PAL officer and the City's partner Alliance for Neighborhood Restoration would be available in addition to space for parks and recreation staff of Brevard County.

The below table represents the timeline related to actions and milestones completed to date:

YEAR	ACTIVITIES
2014	• Diamond Square CRA Redevelopment Plan Update completed • CRA and City Council approved. • DS CRA Redevelopment Plan Update submitted to BOCC for adoption. • BOCC scheduled Redevelopment Plan Update for 10/21/2014 but the item was pulled from the BOCC agenda at the request of Commissioner Nelson.

2015	• CRA met with Chairman, BOCC and later in year resubmitted the Redevelopment Plan Update to be considered by BOCC. • City retained Parsons Brinckerhoff, Inc. to prepare the CDBG Section 108 Loan Guarantee Application and identify additional funding sources for the new center. • Project declared by DEO eligible for Community Contribution Tax Credit. • City staff conducted site visit to Wickham Park Regional Center
2016	• City Identified Legislative Priority for Funding • City Amended HUD Action Plan for Existing Site (Joe Lee Smith Park) • Presentation to Cocoa Community First and Business Leaders • Phase I Environmental Site Assessment, at the Joe Lee Smith Center Park. • The City obtained a National Environmental Policy Act (NEPA) Finding of No Significant Impact (FONSI) from the Environmental Protection Agency (EPA).
2017	• The City engaged Architects RZK, Inc. to complete conceptual design for the new Center at the existing site. • A draft CDBG Section 108 Loan Guarantee Application was completed by the consultant. • Preliminary Design Completed for Neighborhood Community Center for Existing Site
2018	• The City communicated its plans to consider the alternate site at Provost Park to the public, through a series of additional Public Meetings: • March 27 - Special Joint Diamond Square CRA and City Council Meeting regarding preferred location. • May 7 - City staff attended an informational meeting hosted by Emma Jewel Charter School to reach parents and children. Staff answered questions and administered a survey. • May 9 - City hosted a Community Meeting at the Cocoa Civic Center regarding the Dr. Joe Lee Smith Center regarding the location.

Project Costs

The estimated cost to develop the new Center is $4.675 million with $125,000 for planning design and engineering and $4.55 million for construction. The CDBG Section 108 Loan Guarantee will fund approximately $984,445 and the City would fund approximately $3,690,555. Due to limited TIF Revenue, the Diamond Square CRA does not have the revenue to fund the project. Project funding could potentially be augmented through corporate contribution in conjunction with the Community Contribution Tax Credit Program.

It should be noted the State only funded $3.5 million in SFY 2018/2019 for community development projects and according to the Florida Department of Economic Opportunity tax credit applications (which would provide a 50% tax credit for corporate contributions) for the State's Fiscal Year appropriation were issued within ten (10) days of the start of the fiscal year. Staff was also informed this a common occurrence due to the limited funding. However, during the design and engineering and construction process the City could still solicit corporate contributions and provide assistance to contributors to attain tax credits. If successful, this would reduce the amount the City, through the use of Unassigned Fund Balance (reserves), would be required to fund the project.

Site Specific Costs

Project costs would increase by approximately $30,000 if the Center were relocated to Provost Park,

as these cost have already been incurred for the existing Joe Lee Smith Park site.

- $15,000 to obtain a National Environmental Policy Act (NEPA) Finding of No Significant Impact (FONSI) from the Environmental Protection Agency (EPA).
- $15,000 to retain Consultant and reapply for an alternative CDBG Section 108 Loan Guarantee.

If the new center were constructed at Provost Park, while a splash pad was depicted on the conceptual site plan, several residents indicated the need for a pool. Staff concurs and this was previously at the joint City Council - Diamond Square CRA meeting due to the high incidence rate of drowning among members of poor and or minority communities. Thus, the costs for a pool would be higher than a splash pad, but the Provost Park site could accommodate a pool. During this meeting it was discussed this could be a Diamond Square CRA project separate from the construction of the new center.

As mentioned above, some survey respondents expressed improvements at both Provost Park and Joe Lee Smith Park. If City Council were to determine the center is constructed at Dr. Joe Lee Smith Park, staff would recommend that City Council request that the Diamond Square CRA prioritize and commit funding for improvements and or construction of a pool, programming and funding park improvements for the non-selected park, and an analysis to determine the feasibility of repurposing the existing center for future use. These are entirely consistent with the 1998 Redevelopment Plan and the proposed 2014 Redevelopment Plan Update, and they are projects that emanate from and are identified by the Diamond Square CRA Board. Toward that end, staff would recommend an Interlocal Agreement to memorialize the City's financial contribution and the Diamond Square CRAs commitment to prioritize and fund improvements as expressed above.

May 9th Community Meeting

Approximately 119 people attended the community meeting at which attendees were presented a project update and site design concepts for both Dr. Joe Lee Smith Park and Provost Park. Attendees provided public comment and indicated the preferred location for the new community center.

Survey

A one-page survey, to support the City's Section 108 Loan Guarantee application, was administered to 121 individuals. Respondents were asked to indicate their preference for outdoor and indoor amenities, proposed community services and location of the new Center. One hundred and three (103) survey respondents indicated they lived in Cocoa but twenty-one (21) did not provide a complete street address, they only listed a street but no property address. Eight (8) indicated they reside outside of the City, and ten (10) provided no address. Cocoa resident responses are provided in the below table.

Results	Preference
88	Prefer the Center to remain at current site
5	Prefer the Center be moved to Provost Park
10	No preference

It should also be noted that five (5) surveys included comments recommending renovations and

services at both parks.

City Council should be advised that two attendees expressed concern that several attendees that spoke at the community meeting were not residents or potential users of the new center, and one requested the City conduct a survey of all Diamond Square Redevelopment Area residents.

Attached is the presentation from the Community Meeting held at the Civic Center on May 9th as well as conceptual site plans for both sites and a rendering of the proposed new Dr. Joe Lee Smith Center.

STRATEGIC PLAN CONNECTION:

The City's Strategic Plan identified Community Development (Redevelopment of the City's Core) as a strategic issue, specifically "How will the City raise the quality of life all its residents, especially those most vulnerable and disadvantaged." The Center, at either location, would be located in one of the most underserved and disadvantaged areas of the City. Additionally, the Center would address the strategic issue of Crime Awareness and Prevention as the expansion of youth programming activities coordinated in part through PAL, ANR and the Police Department's Community Relations Unit. The Center, at either site, would encourage the youth of the community to interact and use police officers as a resource and enable the Cocoa Police Athletic League to expand after school and summer youth programs.

BUDGETARY IMPACT:

After a location is selected by City Council, staff will issue a RFQ for the design and engineering and once completed the construction project will be publicly bid. The award of the construction bid will come before the City Council for selection and update on the budgetary impact.

While final appropriation is not being requested by City Council at this time, staff is seeking a commitment by City Council of an amount not to exceed $3.7 million in support of the project, of which the source of this funding would reserves. Currently, $2.7 million is listed as assigned from the Fund Balance in the 2017 CAFR, thus an additional $1 million would be required to be reallocated from the Unassigned Fund Balance.

PREVIOUS ACTION:

No previous action.

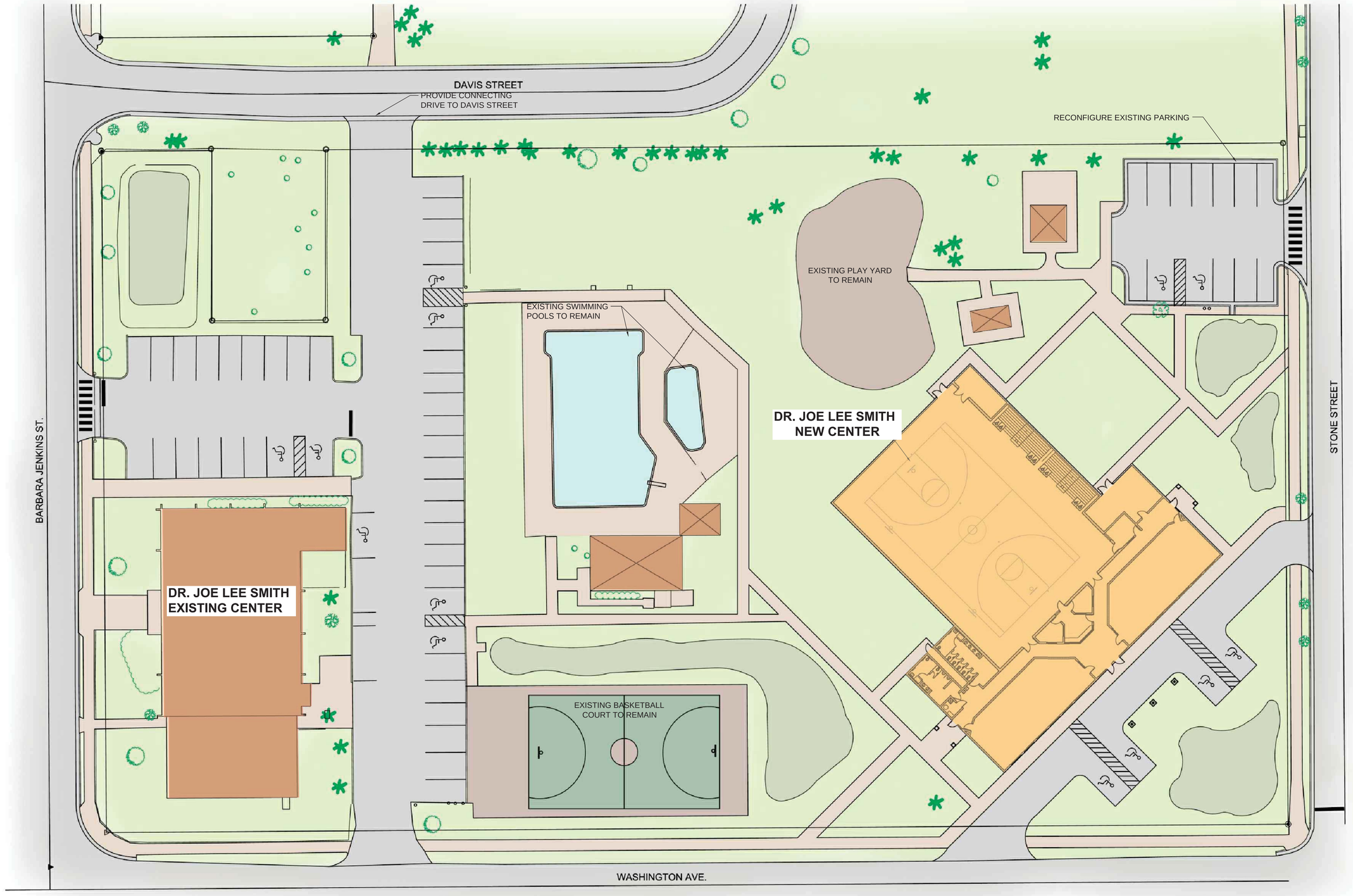
RECOMMENDED MOTION:

Approve a preferred site location for the new Dr. Joe Lee Smith Center and commit up to $3.7 million to support the project. Direct the City Attorney to draft an Interlocal Agreement with the Diamond Square CRA to memorialize the City's financial contribution to the new Dr. Joe Lee Smith Center project and the Diamond Square CRA commitment to fund pool improvements and or construction, prioritize and fund park improvements for non-selected site and fund a feasibility study of repurposing the existing center.

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PROJECT NORTH

1 CONCEPT SITE PLAN

SCALE: 1"= 20'

© 2015 ARCHITECTS RZK, INC.

Architects RZK, Inc.
AA-C001568
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922

T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

SUBMITTALS

DR. JOE LEE SMITH COMMUNITY CENTER at DR. JOE LEE SMITH PARK

DRAWING TITLE:

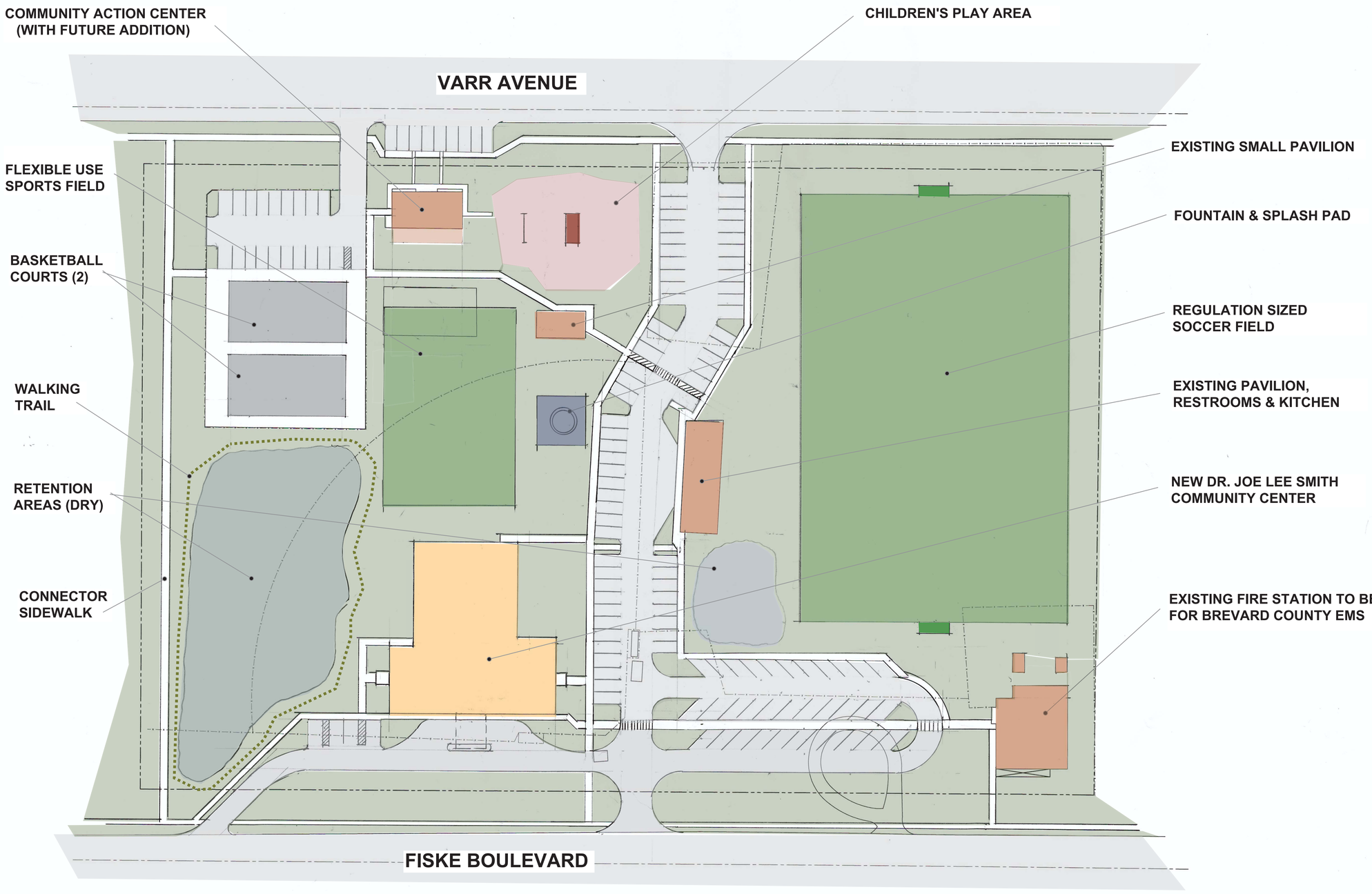
CONCEPT SITE PLAN

FOR REVIEW
NOT FOR
CONSTRUCTION

DATE: 09/26/17
JOB NO.: 2017.37
DRAWN BY: CNK
CHECKED BY: JCZ

DRAWING NO.:

A-0.0



PROJECT NORTH

1 CONCEPT SITE PLAN

SCALE: 1" = 40'-0" WITH 24" X 36" DRAWING

Architects RZK, Inc.
AA-C001568
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922

T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com

COCOA FLORIDA

SUBMITTALS	
SCHEMATICS	02/28/2018

DR. JOE LEE SMITH COMMUNITY CENTER at PROVOST PARK

DRAWING TITLE:

ARCHTECTURAL LOCATION PLAN

FOR REVIEW
NOT FOR
CONSTRUCTION

DATE:	02/28/18
JOB NO.:	2017.46
DRAWN BY:	CNK
CHECKED BY:	JCZ

DRAWING NO.:

A-0.0

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Dr. Joe Lee Smith Community Center
Community Conversation
May 9, 2018

Cocoa Civic Center



WELCOME

AGENDA

1. Welcome…why are we here
2. Diamond Square CRA Redevelopment Plan Update
3. Dr. Joe Lee Smith Project Design and Site Considerations
   - Existing Site – 419 Washington Street
   - Provost Park - 400 S Varr Avenue
4. Public Comment
5. Community Survey
6. Next Steps

Why are we here…

Based on a joint meeting on March 27, 2018 of the City Council and Diamond Square CRA Board regarding the location of the new Dr. Joe Lee Smith Center…***we are here to listen and gain community input*** to provide information to City Council for the purposes of making a decision on the preferred location**.**

- Review site design concepts for each location and provide related community data
- Community preference for the location of the new Dr. Joe Smith Center
- Complete HUD Community Survey

New Dr. Joe Lee Smith Community Center

- 1998 Diamond Square Community Redevelopment Plan

  The original Redevelopment Plan emphasized the need for recreational opportunities and upgrades at both the Dr. Joe Smith Lee Smith Park and Provost Park locations.

- 2014 Diamond Square Community Redevelopment Plan Update

  Note: Approved by Diamond Square CRA Board, Resolution 2014-042 Approved by City Council, Official Request for Brevard BOCC to approve July 2014 (no action taken by BOCC yet)

  Joe L. Smith Center Upgrades and/or Reconstruction

  Provost Park Programming…"could be tied into the community center"

- Consistent with City of Cocoa 2016 – 2021 Strategic Plan – Community Development (Redevelopment of the City's Core)

DIAMOND SQUARE
REDEVELOPMENT AGENCY

COCOA
FLORIDA

Dr. Joe Lee Smith Center Timeline

2014

Plan Update completed

Approval from CRA, Council, submitted to County for approval (July 29, 2014)

2015

City Retained Consultant for Funding

Site Visit Wickham Park Regional Center

City – DEO CCTC Program Eligible*

Letter to Chairman Brevard BOCC (October 2, 2015)

2016

City Identified Legislative Priority for Funding

City Amended HUD Action Plan for Existing Site

NEPA FONSI Completed for Existing Site

Presentation to Cocoa Community First Business Leaders

2017

City Identified Legislative Priority for Funding

Preliminary Section 108 Loan Guarantee Application

Preliminary Design Completed for Neighborhood Community Center for Existing Site

2018

Joint Meeting with City Council and Diamond Square CRA on Center Location

TODAY

Community Meeting on Location Preference

Dr. Joe Lee Smith Center
Existing Site Concept Plan (exterior)

COCOA
FLORIDA



Diamond Square Community Redevelopment Area



DIAMOND SQUARE
REDEVELOPMENT AGENCY

COCOA FLORIDA

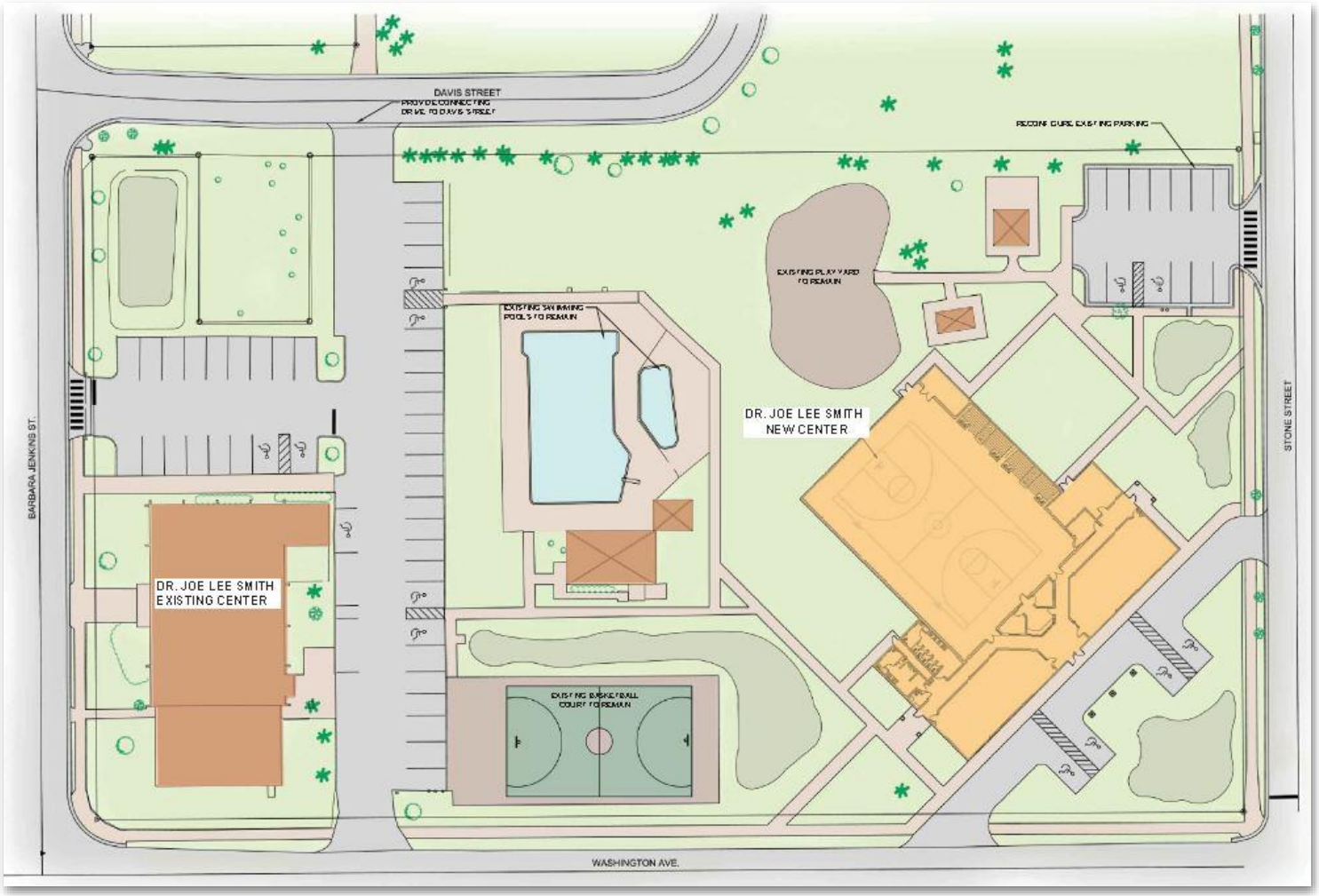
Conceptual Site Designs

Existing Dr. Joe Lee Smith Center Site



Dr. Joe Lee Smith Center
Existing Site Concept Plan

COCOA FLORIDA

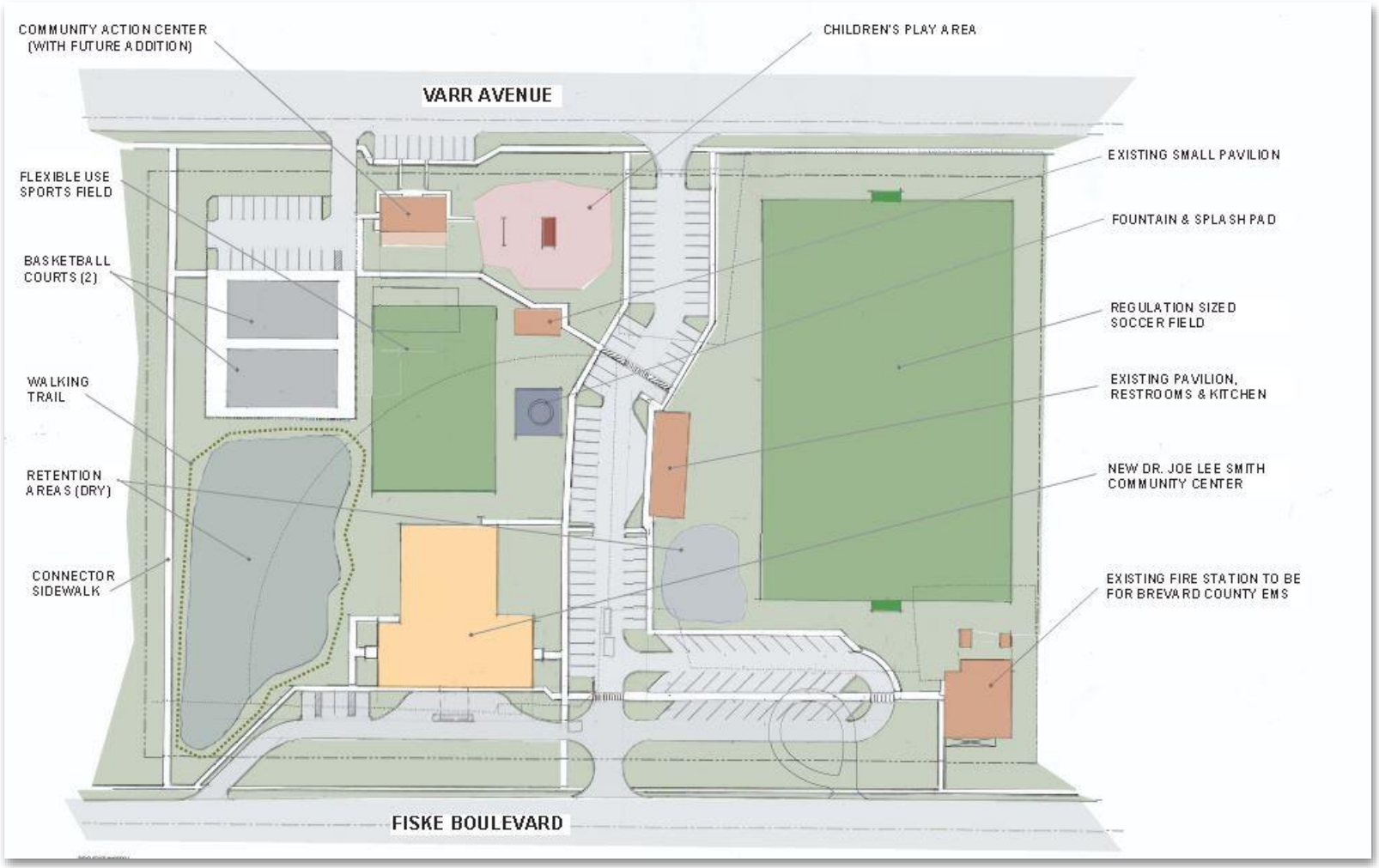


PROJECT DESIGN & SITE CONSIDERATIONS



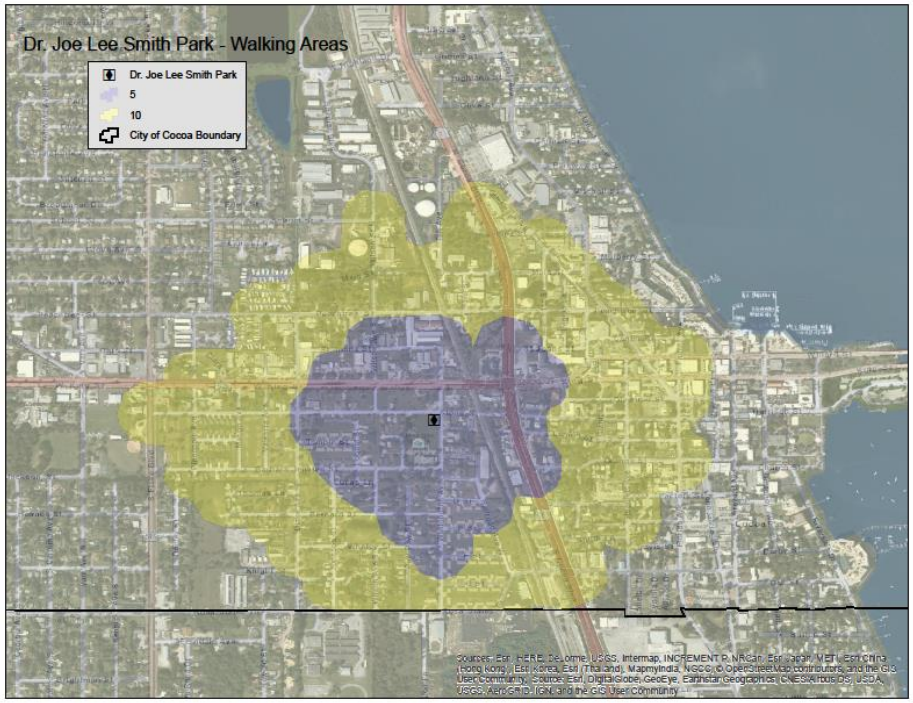
Dr. Joe Lee Smith Center
Provost Park Concept Plan

COCOA FLORIDA

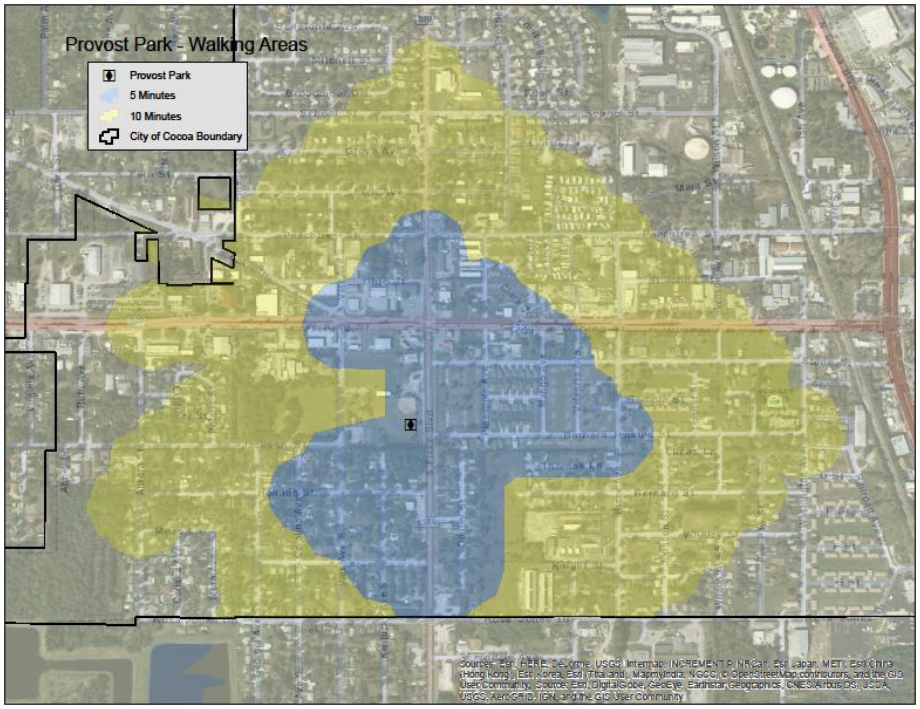


Site Consideration – Walking Distance

Dr. Joe Lee Smith Park



Provost Park



American Planning Association - A neighborhood park should be accessible within a 5-10 minute walk.

*Planning and Urban Design Standards, American Planning Association. John Wiley & Sons, Inc. 2006.

Community Data - 10 Minute Walk

Community Proposed Activities	Data Field	Dr. Joe Lee Smith Park	Provost Park
Community Meeting Space	Population	913	1,443
	Households	335	569
Youth Programming	18 and Under	237 (16%)	418 (29%)
Senior Programming	65 and Up	182 (20%)	202 (14%)
Healthcare Services	Health Insurance	Citywide Public or No Health Insurance 67.6%**	
Educational Attainment	No High School Diploma/GED	102 (17%)	233 (26%)
Job Training	Unemployment	6.6%***	7.6%***

* 2017 ESRI Community Profile Forecast, **2016 US American Community Survey, ***2016 ACS CT626 – 17.1%

Community Conversation

Community Input

- How do you currently use the existing Dr. Joe Lee Smith Center?
- Based on the proposed activities in the 2014 Redevelopment Plan update, how would you use the new Dr. Joe Smith Center?
- What location would meet your needs?

Proposed Community Activities

- Community Meeting Space
- Youth Programming
  - Recreational Activities
  - Social/Education Activities
- Senior Programming
- Healthcare Services
- Educational Attainment
- Job Training
- Other Activities or Services?

Next Steps...

Path to New Dr. Joe Lee Smith Community Center

- Community Meeting on Preferred Site
  - HUD Community Survey
- City Council Decision on Preferred Site
- Site Design and Engineering
  - 2018/2019
- RFQ Issuance
  - 2019
- Commence Construction
  - 2019

Legislation Details (With Text)

File #:	18-130	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	4/4/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Council approval for the Police Department to enter into a three-year contract with Stericycle, for biohazardous waste disposal and to authorize the City Manager and City Attorney to finalize and execute all required contracts. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Police HARD COPY				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 4, 2018
Agenda Date: May 22, 2018
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council approval for the Police Department to enter into a three-year contract with Stericycle, for biohazardous waste disposal and to authorize the City Manager and City Attorney to finalize and execute all required contracts.

BACKGROUND:

The Police Department's Exposure Control Plan states that our biohazardous waste will be disposed of at a minimum of every thirty (30) days. Stericycle is offering the City a three-year contract at a cost of seventy dollars per month to provide this service which will ensure that we are following our current policy.

Upon authorization of the multi-year expenditure by the City Council, the City Manager and City Attorney will finalize the preparation of the contract and execute the same.

The cost for this fiscal year will be $70 x 5 (June - September) = $280
The cost for FY 2019 will be $70 x 12 = $840
The cost for FY 2020 will be $70 x 12 = $840
The cost for FY 2021 will be $70 x 7 (contract will end April 30, 2021) = $490.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

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

FY2018 Project PD15PE

Amount Requested	$280
Account Number	001-2100-521.52-00
Account Name	Operating Supplies

The cost for FY 2019 will be $70 x 12 = $840
The cost for FY 2020 will be $70 x 12 = $840
The cost for FY 2021 will be $70 x 7 (contract will end April 30, 2021) = $490.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council approval for the Police Department to enter into a three-year contract with Stericycle, for biohazardous waste disposal and to authorize the City Manager and City Attorney to finalize and execute all required contracts.

SERVICE AGREEMENT

Account/Site #8198332-001

Service Address		Billing Address	
Customer:	Cocoa Police Department	Name:	City of Cocoa
Address 1:	1226 W King St	Address 1:	65 Stone Street
Address 2:		Address 2:	
City/State/Zip:	Cocoa, FL 329228620	City/State/Zip:	Cocoa, FL 32922
Phone #:	(321) 637-6304	Phone #:	(321) 433-8633
E-Mail:	saustin@cocoapolice.com	Fax #:	0
Sales Rep:	Kenny Wenzel	Generator ID #:	

Stericycle BUDGET PLAN

Biohazardous Waste Disposal Services

FLEXIBLE Scheduling

Full Range of DOT COMPLIANT Containers

FULLY COMPLIANT Transportation and Disposal

MEDICAL WASTE SERVICES

Trusted handling of Biohazardous Waste/Sharps from collection through treatment to final documented disposal. Service frequency options to meet state-specific regulations.

ONLINE MANIFEST ACCESS

Manifest & Shipping Paper Archive for convenient storage and retrieval of regulated medical waste records.

COMPLIANCE PORTAL 24x7 on MyStericycle.com

MyStericycle.com makes it easy to:

- Manage Waste Pickups
- Pay Bills Online
- Access Regulatory Training including:

Biohazardous Waste Training on state-specific regulations and proper waste segregation and handling.

DOT Training as required by Department of Transportation every 3 years and within 90 days of hire.

Monthly Service Fee $	$70.00

Program Level: Budget Plan

Billing Schedule: Monthly

Contract Effective Date: 6-1-2018

*Additional Waste Services (Not available in all areas)

CATEGORY	FREQUENCY(STOPS/YR)	$/EA ADD'L STOP	MAX YEARLY CONTAINERS	$/EA ADD'L CONTAINER
RMW	13	$75.00	13	Current container rate plus 10%

***Customer certifies that they will properly classify and segregate special waste streams and that they will not co-mingle those waste streams with any other.**

Any additional services or products selected by Customer shall be billed separately according to current Stericycle pricing.
During the Original Term of the Agreement, Stericycle will not increase the Monthly Service Fee listed above by more than 5% annually.

By signing below I acknowledge that I am Customer`s authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the second page hereof and comply with Stericycle`s Waste Acceptance Policy, both of which are integral parts of this Agreement.

CUSTOMER: X	**Name**	**Title**	**Date**
STERICYCLE: X	**Name Kenny Wenzel**	**Title**	**Date**

1. Regulated Medical Waste Services:(a) Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded onto Stericycle`s vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (c) Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. (d) Customer represents and warrants that i) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, ii) the waste strictly conforms to Stericycle`s WAP and their local laws and regulations concerning Regulated Medical Waste and iii) they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. (f) All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. (g) Further definitions are included under the current WAP, which is attached and made a part of this Agreement and specifically incorporated herein. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle`s WAP may also be obtained from your local Stericycle representative.

2. Term and Pricing: Subject to the provisions below, the term ("Term") of this Agreement shall be 36 months from the Effective Date. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless either party has given sixty (60) days notice, in writing, during the six (6) month period prior to the renewal date of its desire to terminate this agreement. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation.(c) In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Stericycle`s liquidated damages and not a penalty) equal to fifty percent of the Customer`s average monthly charge multiplied by the number of months (including any partial months), remaining until the expiration date of the then current term hereof. (d) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle`s sole discretion, to continue performing this Agreement.

3. Billing: Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys` fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt`s first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In addition to Stericycle`s charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle`s net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. Notwithstanding any limit to adjust the contract price, Stericycle reserves the right to further adjust the amounts payable and due to Stericycle for fees including, but not limited to environmental protection, compliance, waste management, or safety. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer`s breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer`s premises and assess a $50.00 pick up fee for such removal.

4. Surcharge: Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators or exceeding maximum allowable containers per year shall be subject to a surcharge of the Customer's current container rate plus 10% at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site. Stericycle may bill additional charges for each non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

5. Liability for Equipment: Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Indemnification: (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure toproperly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorney`s fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle`s reasonable attorney`s fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Steri-Safe Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Steri-Safe Program training and materials.

Provided, however, that Stericycle`s obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Steri-Safe Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customers blood-borne pathogen and medical waste management practices during the inspection. Customers failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle`s satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Steri-Safe Level Program.

7. Compliance Materials: To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer`s own, non-commercial use. Stericycle may revoke this license at its discretion at any time.Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by its violation of the foregoing terms as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of $5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer`s expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term.
FOR PREFERRED STERI-SAFE PROGRAM CUSTOMERS ONLY: Stericycles OSHA Compliance Program includes: one annual on-site mock OSHA evaluation and one annual bloodborne pathogens training at a single Customer building for each site location where Regulated Medical Waste Services are provided.

8. Compliance with Laws: Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen`s Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle`s recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.
9. Exclusivity: Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.
10. Excuse of Performance: Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

11. Independent Contractor: Stericycle`s relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

12. Amendment and Waiver: Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

13. Savings Clause: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.
14. Entire Agreement: This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.
16. Notices: All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.
17. Dispute Resolution: Any dispute arising in connection with or relating to this Agreement or between the parties (“Disputes”) that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association (“AAA”), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity), considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office.
18. Originals: A copy or facsimile of this Agreement shall be as effective as an original.
19. Purchase Orders: Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Stericycle Service Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.
20. Waste Brokers: Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customercare@stericycle.com.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including *controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

** Un-dispensed from DEA Registrant*

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic , and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*
- **California Only -** Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

**Consult Stericycle Representative for specific requirements*

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at customercare@stericycle.com

We protect what matters.

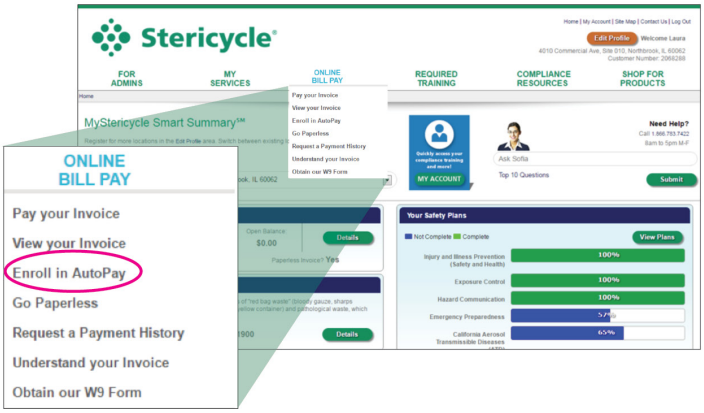
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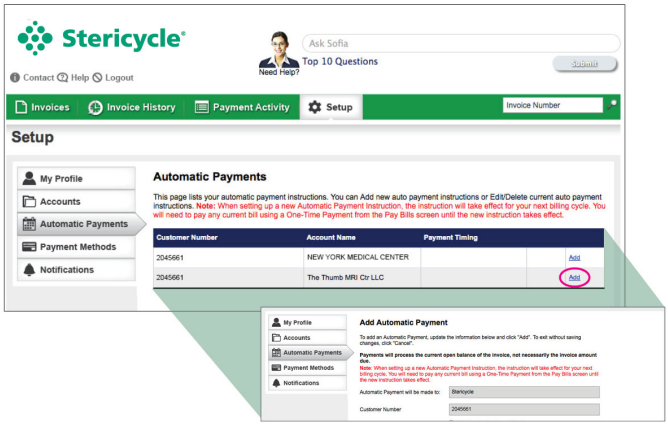
Stericycle®

Never Miss a Payment

Pay how you want, when you want by enrolling in AutoPay at **MyStericycle.com**.

Log into **Mystericycle.com** you will be taken to your Smart Summary. Click on the "**Online Bill Pay**" Tab from the top menu navigation and click on "**Enroll in AutoPay**".





The next page will show all your Stericycle accounts. To choose accounts you wish to enroll in AutoPay, click the blue "**Add**" link to the right of each account.

Enter your automatic payment preferences and payment methods. When finished, click the gray "**Add**" button at the bottom right of the screen.

3 Reasons to Go Paperless

1 It's Safe

Advanced encryption technology keeps your account information safe from prying eyes.

2 It's Easy

Streamline and simplify your bill-paying process. Just click and go!

3 It's Organized

Stop hunting and stuffing. All your statements are stored online and are accessible anytime.

Go to MyStericycle.com and get started. Questions? Contact us at **866-783-7422** or **MyStericycle@stericycle.com**

Your trusted partner for a healthier business. Stericycle®

Legislation Details (With Text)

File #:	18-145	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	4/10/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Council Approve for the Cocoa Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source for unlimited batteries and cartridges for Tasers under Project number PD15TS, using account number 001-2100-521.52-00; and to Authorize the City Manager to execute and sign the contract.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Axon Taser Batteries and Cartridges Quote Q-158285-43167.871JT.pdf Sole Source Resolution.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2018
Agenda Date: May 22, 2018
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Approve for the Cocoa Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source for unlimited batteries and cartridges for Tasers under Project Number PD15TS and to authorize the City Manager to execute and sign the contract.

BACKGROUND:

The Police Department has historically purchased Taser batteries and cartridges each year out of its operating budget and has spent an average of $5,237.83 over the past three years replacing Taser batteries and cartridges with $6,319.95 being spent in FY2017, $3,824.10 being spent in FY2016 and $5,569.43 being spent in FY2015.

Axon is offering a Taser battery and cartridge replacement program where unlimited batteries and cartridges are available for the 48 Tasers that the Police Department currently has for $6,144.00 annually over a five-year lease for a total amount of $30,720.

The Police Department has within the current FY 2018 budget the funds to proceed with the contract for this FY as the need is present to purchase Taser batteries and cartridges.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

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

001-2100-521.52-00 Project PD15TS,

$6,144 due FY2018
$6,144 due FY2019
$6,144 due FY2020
$6,144 due FY2021
$6,144 due FY2022 for a total amount of $30,720

The Police Department has within the current FY 2018 budget the funds to proceed with the contract for this FY as the need is present to purchase Taser batteries and cartridges.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve for the Cocoa Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source for unlimited batteries and cartridges for Tasers under Project Number PD15TS and to authorize the City Manager to execute and sign the contract.

AXON

QUOTE: Q-158285-43167.871JT

Issue Date: 03/08/2018
Quote Expiration: 06/30/2018
Account Number: 108302
Start Date: 06/30/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
Protect Life.
17800 N 85th St.
Scottsdale , Arizona , 85255
United States
Phone: (800) 978-2737

Sales Representative:
Joshua Taylor
Phone: (480) 463-2155
Email: jotaylor@taser.com
Fax: (480) 999-6152

Primary Contact:
Amy Moon
(321) 637-6381
amoon@cocoapolice.com

BILL TO:
Cocoa Police Dept. - FL
City of Cocoa/Accounts Payable
65 Stone Street
Cocoa, FL 32922
US

SHIP TO:
Amy Moon
Cocoa Police Dept. - FL
1226 W. King St.
Cocoa, FL 32922
US

Year 1 Hardware / Unlimited Cartridge Plan / Due Net 30

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
88135	UCP SMART - YEAR 1 PAYMENT	48	128.00	6,144.00
Hardware				
70116	PPM, SIGNAL	48	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	144	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	144	0.00	0.00
			Subtotal	6,144.00
			Estimated Shipping	0.00
			Taxes	0.00
			Total	6,144.00

Year 2 Due 2019

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
88136	UCP SMART - YEAR 2 PAYMENT	48	128.00	6,144.00
			Subtotal	6,144.00
			Taxes	0.00
			Total	6,144.00

Year 3 Due 2020

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
88137	UCP SMART - YEAR 3 PAYMENT	48	128.00	6,144.00
			Subtotal	6,144.00
			Taxes	0.00
			Total	6,144.00

Year 4 Due 2021

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
88138	UCP SMART - YEAR 4 PAYMENT	48	128.00	6,144.00
			Subtotal	6,144.00
			Taxes	0.00
			Total	6,144.00

Year 5 Due 2022

Item	Description	Quantity	Net Unit Price	Total (USD)
Axon Plans & Packages				
88139	UCP SMART - YEAR 5 PAYMENT	48	128.00	6,144.00
			Subtotal	6,144.00
			Taxes	0.00
			Total	6,144.00

Grand Total	30,720.00

AXON

Discounts (USD)

Quote Expiration: 06/30/2018

List Amount	35,328.00
Discounts	4,608.00
Total	**30,720.00**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1 Hardware / Unlimited Cartridge Plan / Due Net 30	6,144.00
Year 2 Due 2019	6,144.00
Year 3 Due 2020	6,144.00
Year 4 Due 2021	6,144.00
Year 5 Due 2022	6,144.00
Grand Total	**30,720.00**

Axon's Sales Terms and Conditions

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement (MSPA), posted at https://www.axon.com/legal/sales-terms-and-conditions, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. You represent that you are legally authorized to sign this Agreement on behalf of your entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Joshua Taylor at jotaylor@taser.com or fax to (480) 999-6152

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-158285-43167.871JT

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RESOLUTION NO. 2018-035

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

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

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

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 22nd day of May, 2018.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2018-035

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of entering into a multi-year contract with Axon Enterprises for unlimited Taser batteries and cartridges.

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

_____

John A. Titkanich, Jr., AICP
City Manager

Legislation Details (With Text)

File #:	18-184	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	5/10/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve a Multi-Year Agreement with Verteks Consulting, Inc., to purchase the Five9 Cloud Contact Center platform, utilizing a previously approved sole source resolution, and to authorize the City Manager to finalize all terms and execute all required contracts. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Five9_VCIQ12138_QuoteValet_2017-12-20_2-38.56pm City of Cocoa - Five9 Service Order for Telco 2018 - Signed by Five9 City of Cocoa - Five9 Telco Agreement 2018 - Signed by Five9 Budget Resolution FY 2018.pdf BAF-CM-Five9 (5-22-18)~Agenda 18-184.pdf Email to R. Beach.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 10, 2018
Agenda Date: May 22, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve a Multi-Year Agreement with Verteks Consulting, Inc., to purchase the Five9 Cloud Contact Center platform, utilizing a previously approved sole source resolution, and to authorize the City Manager to finalize all terms and execute all required contracts.

BACKGROUND:

The City of Cocoa recently migrated to an on-premise ShoreTel phone system from the former hosted Mitel platform provided by Morse Communications. As a part of this migration, it was planned to move the Utilities Customer Service contact center to the Five9 Cloud Contact Center platform.

The City Council previously approved this migration and work began to finalize the contracts. During this period, staff discovered that there would be additional per minute charges of $.019 per minute billed by Five9 for VoIP consumption. Based on historical usage over the past 12 months of approximately 103,000 minutes per month, this would have resulted in an additional monthly expense

of approximately $1,957 that was not included in the Council's previous approval action. Staff negotiated with Five9 and was able to secure a reduced per minute rate of $.01 resulting in an estimated monthly expense of $1,030 for VoIP usage. Consumption of VoIP minutes will vary from month-to-month. Staff is recommending a budget amount of $14,400 per year ($1,200 per month) to account for these potential variances.

Based on the features and flexibility of the Five9 Cloud Contact Center platform, staff believes that even with the additional annual VoIP usage expense, the platform still provides significant value and will improve customer interactions once fully implemented.

The term of the agreement is 12 months, with two 12 month options for renewals.

Below is a breakdown of the proposed Five9 platform and additional related costs that contribute to the total cost of operating the system.

Five9 One-Time Expenses

Five9 Cloud Contact Center Platform	$7,030.00
Five9 VoIP Deposit	$770.00
Total One-Time Expenses	$7,800.00

Five9 Recurring Costs	Monthly	Annual
Five9 Cloud Contact Center Subscription	$1,565.00	$18,780.00
Five9 VoIP Charges	$1,200.00	$14,400.00
Total Recurring Costs	$2,765.00	$33,180.00

Based on the additional monthly expenses outlined above, the breakeven return on investment for the new phone system would be pushed out to 50 months (from the original 34 month estimate). After breakeven, the City would enjoy annual operating savings of $51,501.84 per year for the remainder of the useful life of the phone system. While this does lengthen the original return on investment the Five9 software will provide services and efficiencies not previously realized.

STRATEGIC PLAN CONNECTION:

Internal and external communication is vital to public safety, fiscal sustainability, customer service, economic development and all other operations throughout the City. The new phone system will ensure reliable communication and flexibility not available with our current system.

BUDGETARY IMPACT:

Budgeted Partially

FY2018
Previously Approved P.O.72326 (Agenda 18-8)
Account Name: Operating

Account Number: 001-1103-516.52-00
Amount Requested: $7,030

Account Name: Contract Services
Account Number: 001-1103-516.34-00
Amount Requested: $11,830

Additional Request for FY18 Five9: Consumption and Deposit
(Moving Previously Approved Costs from Contract Services to Communication)

From:
Account Name: Contract Services
Account Number: 001-1103-516.34-00
Amount Requested: $11,830

Account Name: Communication (June-September)
Account Number: 001-1103-516.41-00
Amount Requested: $11,830

FY19
Account Name: Communication
Account Number: 001-1510-536.41-00
Amount Requested: $30,690

FY20
Account Name: Communication
Account Number: 001-1510-536.41-00
Amount Requested: $30,690

FY21 (October-June)
Account Name: Communication
Account Number: 001-1510-536.41-00
Amount Requested: $23,018

PREVIOUS ACTION:

Council previously approved the purchase of the ShoreTel phone system and Five9 Cloud Contact Center platform on January 23, 2018.

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2018 Budget and Approve a Multi-Year Agreement with Verteks Consulting, Inc., to purchase the Five9 Cloud Contact Center platform, utilizing a previously approved sole source resolution, and to authorize the City Manager to finalize all terms and execute all required contracts

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6256419&GUID=A3F20B12-1156-4750-9D75-8661BFEF8F5A* is a secure document that has been embedded in this document. Double click the pushpin to view.



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Five9
Service Order

This Service Order, collectively with the Five9 Telecommunications Agreement and its addenda, the "Agreement", is entered into by and between Five9, Inc. ("Five9") and Customer named below. This Service Order is subject to the terms and conditions of the Agreement, in the event of any conflict between this Service Order and the Agreement, this Service Order will control. For the avoidance of doubt, if there are terms and conditions in the Agreement regarding subjects on which this Service Order is silent, such silence will not constitute a conflict and the terms and conditions in the Agreement will control.

Customer Information	Order Information
Customer Name: Verteks Consulting - City of Cocoa	**Order Type:** New Order
Account Number: 111852	**Order Term:** 12 Months
	Renewal Term: Up to two additional 12 month terms upon mutual agreement of the parties.
Shipping Address: 65 Stone St Cocoa FL 32922-7982	**Billing Frequency:** Monthly
	Payment Method: Check
Contact: Robert Beach	**Five9 Account Executive:** Melissa McPhun
Phone: 3214338550	**Phone:** (925) 201-2069
Email: rbeach@cocoafl.org	**Email:** mmcphun@five9.com

Quote / Order #: Q-51902

Quote Expires: 5/15/2018

MONTHLY SUBSCRIPTION SERVICES	CATEGORY	UNIT	QTY	NET SALES PRICE	EXTENDED
DID Subscription	1.15 VCC Phone Numbers	Number	1	USD 5.00	USD 5.00
				Total Due:	USD 5.00

ONE-TIME/ACTIVATION SERVICES	CATEGORY	UNIT	QTY	NET SALES PRICE	EXTENDED
RESPORG DID	1.15 VCC Phone Numbers	Number	1.00	USD 15.00	USD 15.00
Telecom Deposit	1.17 VCC Telecommunications	Concurrent User	10.00	USD 75.00	USD 750.00
				Total Due:	USD 765.00

Total Due:	USD 770.00

All prices are in USD and are exclusive of any taxes to which Customer may be subject.

Professional Services (including training) fees do not include travel and expenses for on-site work, Customer will be invoiced for these expenses at actual costs.

Upon account activation, Customer will have 24/7 access to Five9 Customer Support.

Terms of Service Order

Unless otherwise defined in this Service Order, capitalized terms shall have the meanings set forth in the Agreement. You represent that you have reviewed and agreed to the terms and expressly agree to all of the terms of this Service Order as of the date hereof (in the case of electronic signature, as of the date of that electronic signature), and in their then-current form on the date of any renewal of the Agreement. This Service Order will remain in effect until all subscriptions ordered under this Service Order have expired or have been terminated.

Communication Charges

Local, long distance and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by you since the previous billing date. Local and long-distance charges accrue on a call-by-call basis. You are responsible for any call activity incurred through your account. All rates quoted are set forth in US $ per minute. Rates subject to change on ninety (90) day notice. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role.

Fees and Payment

Subscriptions added during a given term will be pro-rated and billed for the remainder of the then-current term at the pricing applicable to then-existing subscriptions. Notice of a reduction in the quantity of any of the Services ordered above must be provided in writing at least thirty (30) days in advance. Five9 reserves the right to change fees or to institute new fees at any time. You will be notified at least ninety (90) days' in advance of the effective date of changes in fees or new fees via email. All fees listed in this Service Order are exclusive of any taxes. You will be responsible for all taxes, including sales or use taxes, imposed on such amounts, excluding taxes on Five9's net income. Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the City for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. If any undisputed amount owing by you for the Services is 30 or more days overdue, Five9 may, without limiting its other rights and remedies, suspend your access to the Services until such amounts are paid in full. Five9 will give you at least 10 days prior notice that your account is overdue before suspending access to the Services. You will communicate to Five9 complete and accurate billing and contact information on the Services at all times. All prepaid fees under this Agreement are non- refundable, except if your account is closed in good standing, under the terms of this Agreement, with all undisputed balances paid in full, the unused balance of Prepaid Long Distance shall be refunded to you. The Telecom Deposit shown above shall be applied to the final month's bill.

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ACCEPTANCE OF ORDER

Customer	**Five9, Inc.**
By:	By: DocuSigned by: Homero Salinas 2D935015D135493...
Name:	Name: Homero Salinas
Title:	Title: VP of SMB Sales
Date:	Date 4/30/2018 | 13:10 PDT

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FIVE9 TELECOMUNICATIONS AGREEMENT

ADDENDUM A

Local and Long Distance Rate Tables

Communication Charges: Local, long distance, and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by the Customer since the previous Customer Bill Date. Local and long-distance charges accrue on a call-by-call basis. Customer is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the automatic number identification (ANI) as the calling number and the Dialed Number Identification Service (DNIS) as the called number and Pacific Standard Time as the originating time for each call. Customer's billed usage includes any and all connected calls, whether outbound or inbound, as determined by Five9's billing system. All connections to the Five9 server via "PSTN" (analog telephone line) rather than VoIP (internet) are billed as an outbound call for the entire connection time, and can substantially increase the bill. All calls are billed based on carrier connection made, regardless of agent connection to the call. Reporting of detailed call records is available from several reports, such as "CallLog1", in the Administrator or Supervisor portion of the Five9 system.

Type	Outbound	Inbound	Initial / Incremental Billing Increments (in seconds)
Interstate (US)	0.0100	0.0100	6.0/6.0
Intrastate (US)	0.0100	0.0100	6.0/6.0
Alaska	0.11700	0.19360	6.0/6.0
Hawaii	0.08160	0.03250	6.0/6.0
Canada	0.01600	0.03940	30.0/6.0
Other 10 digit calls	Market Rate	Market Rate	6.0/6.0
Other International	Market Rate	Market Rate	varies
Outbound to toll free	0.0140	N/A	6.0/6.0
Directory Assistance	1.00000	N/A	60.0/60.0

Notes: All rates quoted in US$ per minute. Interstate calls are calls where the call originates and terminates in different states based upon the ANI and DNIS. Intrastate calls are calls where the call originates and terminates in the same state based upon the ANI and DNIS. Rates subject to change with 90 day notice; reduction in rates may occur without notice. Any call (xxx)- 555-xxxx is billed as Directory Assistance. Payphone: $0.80 connection fee per call, plus prevailing call charges. All inbound calls, whether to 8xx "toll free" numbers or area code specific DIDs are subject to the rates shown. Detailed call reporting is available in Five9 Call Log reports. Rate lookup feature is available in Administrator role. All rates shown above are for comparison to rates quoted by telephone providers. Actual billing rates in Call Log data and invoicing include a surcharge relating to the cost of applicable surcharge, tariffs, and other fees.

Five9 recommends that Customer 'scrub' its lists prior to use to remove unwanted call numbers.

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FIVE9 TELECOMMUNICATIONS AGREEMENT

This Five9 Telecommunications Agreement, effective as of the Customer signature date below ("*Effective Date*"), is entered into by and between Five9, Inc., a Delaware corporation ("*Five9*"), having offices at 4000 Executive Parkway, Suite 400, San Ramon, CA 94583 and City of Cocoa ("*Customer*"), having offices at 65 Stone St, Cocoa, FL 32922-7982, collectively referred to as the "parties".

1. Scope of Services. Five9 acting in its capacity as a telecommunications carrier duly licensed by the Federal Communications Commission agrees to provide the Telecommunications Services as set forth in the Service Order to Customer on a restricted, non-transferable basis subject to Customer's compliance with this Agreement. "*Service Order*" means the signed and dated service order that describes the term, fees and other information in connection with the Telecommunications Services being purchased by Customer. "*Agreement*" means these terms and conditions and the Service Order which together shall constitute a fully integrated agreement. "*Telecommunications Services*" means all services being purchased by Customer as identified in the Service Order. Customer shall be solely responsible for all use of the Telecommunications Services under this Agreement and shall not use the Telecommunications Services in an unlawful, illegal, harassing or inappropriate way or take any actions that may result in negative effects to the Telecommunications Services, to Five9 or to its other customers. All rights to use the Telecommunications Services not expressly granted to Customer by Five9 in this Agreement are exclusively reserved by Five9 and prohibited for use under this Agreement.

2. Billing. Customer shall pay Five9 the long distance deposit as specified in the Service Order upon which Five9 will activate Customer's account and start the provisioning process. This long distance deposit (TelecomDeposit) shall be applied to the final monthly bill during the initial term of this Agreement or to the final monthly bill provided to the City upon early termination of this Agreement. Customer shall pay Five9 the recurring fees for the Telecommunications Services as set forth in the Service Order ("Service Fees"). Customer shall be invoiced on a monthly basis based on their bill date. Customer's billing cycle begins on or immediately following date of the applicable Service Order. Fees for partial months shall be pro-rated.

3. Payment. Payments shall be due 45 days after the date an invoice is received. All payments due from Customer and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. Five9 must invoice the Customer for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. Payment of all fees may be made by cash, check or wire transfer of immediately available funds to Five9. Customer shall be responsible for all sales, value-added or similar taxes due under this Agreement. Customer agrees to pay all undisputed charges on a timely basis. In the event that Customer legitimately and reasonably disputes an invoiced amount, Customer will provide Five9 with written notice (via e-mail at billing@five9.com) of the amount in dispute and the basis for the dispute. Five9 agrees that it will work with Customer to reasonably and expeditiously resolve the dispute. Failure of Five9 to invoice Customer in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Five9 of its rights to payment for such amounts and all outstanding amounts shall remain due and payable in full by Customer.

4. Termination. Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other party or upon thirty (30) days written notice to the other party in the event of a breach of any material provision of this Agreement by the other party, provided that during the thirty (30) day period the breaching party failed to cure such breach except the 30-day notice period shall not apply to Customers engaged in unlawful activities. Five9 may suspend or disable Customer's access to the Services for any accounts for which undisputed payment is delinquent providing 10 days' written notice of intent to suspend access or if Five9 has a good faith belief that Customer is using the Services in violation of federal, state or local laws, rules or regulations, (collectively, "***Laws***") or compromising the security or operability of the Services. Five9 agrees that in the event it becomes aware of such actions by the Customer it will promptly notify the Customer of the unauthorized activity and allow the Customer reasonable time to rectify it provided that Five9 reserves the right to immediately suspend Customer's access to the Services if necessary to comply with law or regulation. Resumption of Customer's account following suspension or termination by Five9 is subject to the sole discretion of Five9. Customer's resumption of access to the Services following a suspension by Five9 for the reasons cited in this section will not extend the then-current term, nor result in an extension of the period covered by the prepaid Service Fees.

5. No Requirement to Offer and Specific Disclaimer of Liability For Emergency Services. No Requirement to Offer, and Specific Disclaimer of Liability for, Emergency Services. Customer understands and acknowledges that Five9 does not and is not required to provide Emergency Service, in conjunction with the Telecommunications Services or any other services that may be used by Customer in connection with Five9's Telecommunication Services, where "*Emergency Service*" is defined as services that connect a user to emergency services personnel or a public safety answering point ("*PSAP*"), pursuant

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to applicable regulatory requirements. In the United States, Emergency Service is provided by dialing the digits "911" on a wired or a wireless telephone. Telecommunication Services provided by Five9 do not permit the dialing of "911" or any other emergency telephone numbers or a PSAP under any circumstances. Customer recognizes and agrees that: (a) Five9 is not required to offer Emergency Service, pursuant to any Laws; (b) Five9 is not a replacement for Customer's primary telephone service; and (c) neither Five9, its officers, directors, employees, shareholders, affiliates nor agents will be liable for any claim, damage, or loss arising from, or relating to, Customer's use of Five 9's Telecommunications Services or any other service provided hereunder to contact a PSAP or Emergency Services personnel. Customer specifically waives, to the maximum extent permitted by applicable Laws, any and all such claims or causes of action, arising from or relating to Five9's Telecommunications Services or any other service provided hereunder to contact a PSAP or other Emergency Services personnel. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT FIVE9'S TELECOMMUNICATIONS SERVICES DO NOT INCLUDE EMERGENCY SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ADDITIONAL ARRANGEMENTS WITH A THIRD PARTY MUST BE MADE BY CUSTOMER TO ACCESS EMERGENCY SERVICE.

6. Call Related Compliance. Customer assumes all liability and responsibility for its use of the Telecommunications Services and agrees to comply with all laws pertaining to the use of telephonic equipment and related telecommunications products and services. If Customer is advised by any party that it does not wish to receive communications from Customer via the Telecommunications Service, then Customer agrees to the extent required by applicable Laws or Customer's policies to promptly honor such do-not-contact requests, including where possible by adding the party to its internal company-specific do not call list in their customer's Services account, and thereafter refrain from calling that party. Customer is solely responsible for obtaining any required consent of or a release from persons or entities to whom or to which Customer intends to send communications using the Service. Customer agrees to contact only those persons who the Customer is legally permitted to contact and only in the manner permitted, under federal, state and local law.

7. Warranty and Disclaimer. Each party represents and warrants to the other party that (a) it has the power and authority to enter into and perform all obligations under this Agreement and its various addenda and (b) it will comply with all applicable laws and regulations in its performance under this Agreement. THE FIVE9 TELECOMMUNICATIONS SERVICES ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES FIVE9 MAKE ANY TELECOMMUNICATIONS SERVICES WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE TELECOMMUNICATIONS SERVICES. FIVE9 DOES NOT WARRANT THAT THE TELECOMMUNICATIONS SERVICES WILL SUCCESSFULLY OPERATE WITH ANY SOFTWARE, HARDWARE, EQUIPMENT OR SOFTWARE SERVICES. Customer understands that the Telecommunications Services may be inaccessible or inoperable due to reasons beyond Five9's reasonable control including but not limited to Customer or its third party partners' equipment or infrastructure malfunctions or service interruptions caused by independent telecommunications providers.

8. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) INABILITY TO ACCESS THE SERVICE; (C) PERFORMANCE RELATED DELAYS; (D) COMPUTER VIRUSES; (E) LOSS OF BUSINESS DUE TO INOPERABILITY OR PERFORMANCE OF THE TELECOMMUNICATIONS SERVICES; (F) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (G) THE NEGLIGENT ACTS OF OTHER FIVE9 SUBSCRIBERS; (H) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY AND ALL INFORMATION DELIVERED BY OR PROVIDED FOR DELIVERY BY THE TELECOMMUNICATIONS SERVICES; AND (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S CONTROL. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, neither party shall be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00).

9. Indemnification. To the extent permitted by applicable law, Five9 agrees to indemnify, hold harmless and defend the Customer, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted

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against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to: (a) any negligent or willful acts or omissions in connection with their duties and responsibilities under this Agreement; (b) breach of this Agreement; and (c) any alleged or actual infringement by the Telecommunications Services of any patent, trademark, copyright, or trade secret provided Customer is using such services as authorized under this Agreement.

To the extent permitted by section 768.28, Florida Statutes, Customer agrees to indemnify, hold harmless and defend Five9, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage asserted against them by a third party, including reasonable costs and attorney's fees, (collectively, "Claims") arising out of or relating to the following limited conditions: (i) the fact that Five9 does not offer Emergency Services to Customer; (ii) Customer's failure to obtain Emergency Service if Customer is required to do so by applicable laws, rules or regulations given that Five9 does not offer Emergency Service; (iii) the unauthorized, illegal or fraudulent use of the Service; and (iv) any Claims arising out of responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information about Customer to determine whether Customer has violated any laws.

An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that (x) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party or payment by the indemnified party without the indemnified party's prior written consent, and (y) the indemnified party may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense, and (ii) provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like.

10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, terror or malice, insurrections, riots, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall promptly notify the other party of the force majeure event and use commercially reasonable commercial efforts to continue performance with reasonable dispatch whenever such events have concluded.

11. Miscellaneous. All outstanding payment obligations for services satisfactorily rendered prior to termination, suspension, or expiration of this Agreement and any other obligations in this Agreement that are ongoing obligations of the parties and intended to survive shall survive any termination, suspension or expiration of this Agreement. This Agreement is governed by the laws of the State of Florida without reference to conflicts of laws. Venue for any and all actions arising out of this Agreement shall be the County of Brevard, Florida. No failure or delay in exercising or enforcing any right or remedy under this Agreement, including the failure to invoice in a timely manner shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is only to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Neither party may assign this Agreement in whole or in part without the other party's prior written consent except that either party may assign this Agreement to a successor in interest without requiring such consent in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock ("Change of Control"). Any attempted assignment not in connection with a Change of Control without the non-assigning party's prior written consent shall be void. In the event of a dispute arising out of this Agreement, each party shall be responsible for its own attorney's fees. All notices, authorizations, and requests in connection with this Agreement shall be deemed given one (1) business day after they are sent by air express courier or upon receipt if sent by electronic mail (with receipt-confirmation of successful delivery). All notices shall be delivered to Five9 via email (currently billing@five9.com) or to its then-current corporate headquarters as listed on the Five9 website; and to Customer at its billing address or email address as provided by Customer to Five9. Customer agrees that this Agreement, including the Service Order, comprises the entire understanding between Five9 and Customer, and supersedes any prior agreements or correspondence them with respect to the subject matter of this Agreement. The parties expressly agree that this Agreement does not in any manner convey any rights or remedies upon any person or entity other than the parties executing this Agreement and their respective successors and assigns. No amendment of this Agreement will be binding unless it has been signed by Customer and Five9. This Agreement may be executed in counterparts, each of which will be deemed an original and taken together will constitute one single agreement between the parties with the same effect as if the signatures were upon the same.

12. Confidential Information. Confidential information shall mean non-public information of a party to this Agreement which the Customer is not required by the Florida Public Records Act, Ch. 119, Florida Statutes, to publicly disclose for inspection and copying. Confidential Information of Five9 includes its proprietary software and algorithms, methods, techniques, and processes revealed by the Software that constitute a trade secret as defined in Section 812.081, Florida Statutes, and as provided for in Sections

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815.04(3) and 815.045, Florida Statutes. Confidential Information does not include information that: (1) is or becomes known to the public without fault or breach of the receiving party; (2) the disclosing party regularly discloses to third parties without restriction on disclosure; or (3) the receiving party obtains from a third party without restriction on disclosure and without breach of a written non-disclosure obligation. Further, the parties agree that Confidential Information does not include Customer data stored within Five9's proprietary software or any input and/or output sensory displays of or from the proprietary software. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information.

13. Public Records. Pursuant to Chapter 119, Florida Statutes, FIVE9 agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of FIVE9 related, directly or indirectly, to the services provided to the Customer under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Customer, may be deemed to be a public record, whether in the possession or control of the Customer or FIVE9. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of FIVE9 are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Customer's designated custodian of public records. Upon request by the Customer, FIVE9 shall promptly supply copies of said Public Records to the Customer. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during normal business hours of the FIVE9 be open and freely exhibited to the Customer for the purpose of examination and/or audit. Failure by FIVE9 to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Customer upon delivery of a written notice of cancellation. If the FIVE9 fails to comply with this Section, and the Customer must enforce this Section, or the Customer suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to FIVE9's failure to comply with this Section, the Customer shall collect from FIVE9 prevailing party attorney's fees and costs, and any damages incurred by the Customer, for enforcing this Section against FIVE9. And, if applicable, the Customer shall also be entitled to reimbursement of all attorneys' fees and damages which the Customer had to pay a third party because of the FIVE9's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14. Sovereign Immunity. The Customer intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the Customer's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Customer's potential liability under state or federal law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized officer.

Customer		**Five9, Inc.**	
By:	_____	By:	DocuSigned by: Homero Salinas 2D935015D135493...
Name:	_____	Name:	Homero Salinas
Title:	_____	Title:	VP of SMB Sales
Date:	_____	Date:	4/30/2018 | 13:10 PDT

RESOLUTION NO. 2018-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; and

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

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

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

SECTION 1. The 2017-2018 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of May, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 05/15/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 11,830)	001-1103-516.34-00		CONTRACT SERVICES	$ 261,755	$ 281,342	$ 269,512	$ 20,927
$ 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
($ 11,830)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 11,830	001-1103-516.41-00		COMMUNICATION	$ 57,513	$ 64,461	$ 76,291	$ 15,379
$ 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
$ 11,830	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

City council previously approved the City of Cocoa migrating to an on-premise Shore Tel phone system and the Utilities Customer Service contact center to the Five9 Cloud Contact Center platform. During the finalization of the contract, staff discover an additional per minute charge billed by Five9 for VoIP Consumption. Staff is recommending to move budget to the Communications account to cover the addition cost for the remainder of the fiscal year, for both the Consumption and Subscription. Agenda 18-184

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/22/18 *RESOLUTION #:* 2018-034

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.

5/16/18 Robert Beach Digitally signed by Robert Beach Date: 2018.05.16 09:14:49 -04'00'	5/16/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.05.16 16:49:54 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
5/16/18 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=...@cocoafl.org Date: 2018.05.16 10:53:28 -04'00'	5/16/18 Lora Howell Digitally signed by Lora Howell Date: 2018.05.16 17:05:50 -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 #: _____

Carie Shealy

From: Chris Hancock <CHancock@five9.com>
Sent: Wednesday, May 16, 2018 6:34 PM
To: Robert Beach; Melissa McPhun
Cc: Matt Nye; Kristin Eick; Jessica Dovale; Matthew Fuhrer; Mitchell Lawyer; Lora Howell; Homero Salinas
Subject: RE: City of Cocoa Five9 Contract Follow Up

Robert,

Yes. There pricing and terms contained in the quote are still valid.

Regards,
Chris Hancock
Sr. Dir. Commercial Sales
(925) 201-2043

From: Robert Beach [rbeach@cocoafl.org]
Sent: Wednesday, May 16, 2018 2:18 PM
To: Melissa McPhun; Chris Hancock
Cc: Matt Nye; Kristin Eick; Jessica Dovale; Matthew Fuhrer; Mitchell Lawyer; Lora Howell
Subject: RE: City of Cocoa Five9 Contract Follow Up

Hi Chris,

It appears that the quote (Q-51902) expired on 5/15/2018. Can you please provide us confirmation via a response to this email message that the pricing and terms contained in the quote are still valid?

Thanks!
Rob

Robert Beach, MSIT, MBA, CGCIO
Chief Technology Officer
65 Stone St., Cocoa, FL 32922
(321) 433-8550 I rbeach@cocoafl.org

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Legislation Details (With Text)

File #:	18-176	**Version:**	1	**Name:**	April, 2018 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/30/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 04/30/2018. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 04.30.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	May 2, 2018
Agenda Date:	May 22, 2018
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Lora Howell, Interim Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 04/30/2018**.**

BACKGROUND:

The following reports for the period October 01, 2017 through April 30, 2018 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-17 thru 04-30-18

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 43

City Manager = 24

City of Cocoa CRA Board = 1

City Council = 18

Purchase Order Approvals 10-01-17 thru 04-30-18
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)
71606	11/3/2017	DG4S Secure Solutions	$ 49,567.00	11/3/2017	Matthew J. Fuhrer (Acting)
71618	11/8/2017	Mead & Hunt, Inc.	$ 49,440.00	11/7/2017	John A. Titkanich, Jr. AICP
71662	11/13/2017	Sunstate Meter & Supply	$ 49,881.60	11/13/2017	John A. Titkanich, Jr. AICP
71699	11/20/2017	Garganese, Weiss & D'Agresta	$ 35,000.00	11/17/2017	John A. Titkanich, Jr. AICP
71709	11/21/2017	Physio Control Inc.	$ 43,018.28	11/21/2017	Matthew J. Fuhrer (Acting)
71712	11/21/2017	JJ Designs & Construction	$ 45,000.00	11/21/2017	Matthew J. Fuhrer (Acting)
71760	11/29/2017	Garganese, Weiss & D'Agresta	$ 50,000.00	11/28/2017	Matthew J. Fuhrer (Acting)
71789	12/5/2017	Infrastructure Solutions Service	$ 35,970.00	12/4/2017	John A. Titkanich, Jr. AICP
71923	12/20/2017	Southeastern Surveying	$ 38,093.00	12/20/2017	John A. Titkanich, Jr. AICP
71929	12/20/2017	Ricoh USA, Inc.	$ 41,000.00	12/20/2017	John A. Titkanich, Jr. AICP
71966	1/3/2018	Sunstate Meter & Supply	$ 36,964.00	12/29/2017	John A. Titkanich, Jr. AICP
72060	1/23/2018	S & L Materials	$ 35,000.00	1/22/2018	John A. Titkanich, Jr. AICP
72144	1/31/2018	Sunstate Meter & Supply	$ 49,881.60	1/31/2018	John A. Titkanich, Jr. AICP
72328	3/5/2018	Sunstate Meter & Supply	$ 48,858.40	3/5/2018	John A. Titkanich, Jr. AICP
72336	3/6/2018	Sunstate Meter & Supply	$ 49,881.60	3/6/2018	Matthew J. Fuhrer (Acting)
72376	3/20/2018	Automation Pro	$ 48,750.00	3/19/2018	Matthew J. Fuhrer (Acting)
72442	3/27/2018	Barney's Pumps	$ 38,625.60	3/26/2018	John A. Titkanich, Jr. AICP
72600	4/26/2018	Sunstate Meter & Supply	$ 49,881.60	4/26/2018	John A. Titkanich, Jr. AICP
72601	4/26/2018	Sunstate Meter & Supply	$ 43,350.00	4/26/2018	John A. Titkanich, Jr. AICP

24 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-17 thru 04-30-18
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71962	1/3/2018	Infrastructure Solution Services	$ 35,000.00	11/14/2017	Cocoa CRA

1 Purchase Order Approved by CRA

Prepared by Purchasing 5/2/2018

Purchase Order Approvals 10-01-17 thru 04-30-18
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
71603	11/3/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71613	11/7/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71619	11/8/2017	Bussen Mayer Engineering	$ 41,336.00	3/28/2017	City Council
71620	11/8/2017	Axon Enterprises, Inc.	$ 46,515.05	10/24/2017	City Council
71897	12/19/2017	JoBear Contracting Inc.	$ 35,198.80	12/12/2017	City Council
71902	12/19/2017	Flowers Chemical Laboratories	$ 35,818.00	12/12/2017	City Council
71918	12/20/2017	Beck Auto Sales, Inc.	$ 40,317.62	12/12/2017	City Council
71979	1/3/2018	FL Dept. of Corrections	$ 43,122.75	12/12/2017	City Council

18 **Purchase Order Approved by City Council**

Prepared by Purchasing 5/2/2018

Legislation Details (With Text)

File #:	18-181	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/4/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	Fire Incident Summary Report for April 2018. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Incident Summary Report April 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 4, 2018
Agenda Date: May 22, 2018
Prepared By: Jonathan D. Lamm, Deputy Chief of Operations, Cocoa Fire Rescue
Through: Gene Prince, Fire Chief, Cocoa Fire Rescue
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for April 2018

STRATEGIC PLAN CONNECTION:

Public Safety: Enhancing public awareness to the call for service by the Cocoa Fire Rescue Department for the month of April 2018.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

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Fire Incident Summary Report

Print Date/Time: 05/04/2018 06:29
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2018
To Date: 04/30/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	9	**EMS:**	317	**Unknown:**	39	**All**	489
Average Calls per Day	**Fire:**	0.31	**EMS:**	10.93	**All:**	16.86		
Total Number of Arson Calls	**All:**	3						
Estimated Dollar Loss	**Fire:**	$7,300.00	**Other:**	$0.00	**All:**	$7,300.00	**Arson:**	$1,200.00
Estimated Value	**Fire:**	$93,300.00	**Other:**	$0.00	**All:**	$93,300.00	**Arson:**	$1,200.00
Percentage Saved	**Fire:**	9,200.00%	**Other:**	0.00%	**All:**	9,200.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	0	**Arson:**	0		
Total Apparatus Responses	**All:**	556						
Average Responses per Day	**All:**	16.86						
Average Apparatus per Call	**Fire:**	2.89	**EMS:**	1.14	**All:**	1.14		
Average Turnout Time	**All:**	00:01:38						
Average Response Time	**All:**	00:04:40						
Average Contain Time	**All:**	00:04:33						
Average Total Time	**All:**	00:15:28						
Average Personnel per Call	**Fire:**	5.67	**EMS:**	3.03	**All:**	2.97		
Total Aid Given Calls	**All:**	66						
Total Aid Received Calls	**All:**	0						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	9	00:04:02	0
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	317	00:04:32	35
400 - 499 Hazardous Conditions(No Fire)	3	00:04:29	0
500 - 599 Service Call	24	00:05:19	0
600 - 699 Good Intent Call	88	00:05:26	30
700 - 799 False Alarm AND False Call	7	00:03:49	1
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	1	00:06:11	0

Fire Incident Summary Report

Print Date/Time: 05/04/2018 06:29
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2018
To Date: 04/30/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

Total Calls By Incident Type	Count	Aid Given	Aid Received
111 111 Building fire	3	0	0
118 118 Trash or rubbish fire, contained	1	0	0
121 121 Fire in mobile home used as fixed residence	1	0	0
131 131 Passenger vehicle fire	2	0	0
142 142 Brush or brush-and-grass mixture fire	1	0	0
150 150 Outside rubbish fire, other	1	0	0
300 300 Rescue, EMS incident, other	1	0	0
311 311 Medical assist, assist EMS crew	2	1	0
320 320 Emergency medical service, other (conversion only)	1	1	0
321 3213 Invalid Assist	9	1	0
321 3212 BLS Medical	207	22	0
321 3211 ALS Medical	55	7	0
322 3222 Vehicle Accident w/inj BLS	23	1	0
322 3221 Vehicle Accident w/inj ALS	2	0	0
322 322 Motor vehicle accident with injuries	7	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	4	1	0
324 324 Motor vehicle accident with no injuries.	6	1	0
400 400 Hazardous condition, other	2	0	0
412 412 Gas leak (natural gas or LPG)	1	0	0
511 511 Lock-out	2	0	0
512 512 Ring or jewelry removal	1	0	0
550 550 Public service assistance, other	9	0	0
551 551 Assist police or other governmental agency	4	0	0
552 552 Police matter	1	0	0
553 553 Public service	3	0	0
554 554 Assist invalid	4	0	0
600 600 Good intent call, other	7	0	0
611 611 Dispatched & canceled en route	62	28	0
622 622 No incident found on arrival at dispatch address	16	2	0
651 651 Smoke scare, odor of smoke	3	0	0
700 700 False alarm or false call, other	5	1	0
740 740 Unintentional transmission of alarm, other	1	0	0
743 743 Smoke detector activation, no fire - unintentional	1	0	0
900 900 Special type of incident, other	1	0	0

Total Calls By Property Use	Count	Arson
Undetermined UUU Undetermined	1	0
None NNN None	2	0
Vehicle parking area 965 Vehicle parking area	4	0
Street or road in commercial ar 963 Street or road in commercial area	19	0
Residential street, road or res 962 Residential street, road or residential driveway	10	0

Fire Incident Summary Report

Print Date/Time: 05/04/2018 06:29
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2018
To Date: 04/30/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

Highway or divided highway 961 Highway or divided highway	32	0
Street, other 960 Street, other	12	0
Vacant lot 936 Vacant lot	3	1
Open land or field 931 Open land or field	3	0
Dock, marina, pier, wharf 898 Dock, marina, pier, wharf	1	0
Residential or self-storage unit 899 Residential or self-storage units	1	0
Fire station 888 Fire station	3	0
Storage, other 800 Storage, other	1	0
Forest, timberland, woodland 669 Forest, timberland, woodland	1	0
Business office 599 Business office	1	0
Bank 592 Bank	3	0
Department or discount store 581 Department or discount store	5	0
General retail, other 580 General retail, other	6	0
Motor vehicle or boat sales, ser 579 Motor vehicle or boat sales, services, repair	1	0
Service station, gas station 571 Service station, gas station	5	0
Laundry, dry cleaning 564 Laundry, dry cleaning	1	0
Recreational, hobby, home repair 559 Recreational, hobby, home repair sales, pet store	3	0
Specialty shop 549 Specialty shop	2	0
Food and beverage sales, grocer 519 Food and beverage sales, grocery store	8	0
Convenience store 511 Convenience store	20	0
Mercantile, business, other 500 Mercantile, business, other	8	0
Hotel/motel, commercial 449 Hotel/motel, commercial	1	0
Boarding/rooming house, resident 439 Boarding/rooming house, residential hotels	3	0
Multifamily dwelling 429 Multifamily dwelling	86	0
1 or 2 family dwelling 419 1 or 2 family dwelling	141	1
Residential, other 400 Residential, other	4	0
Police station 365 Police station	3	0
Jail, prison (not juvenile) 361 Jail, prison (not juvenile)	1	0
Hospital - medical or psychiatri 331 Hospital - medical or psychiatric	1	0
Alcohol or substance abuse recov 322 Alcohol or substance abuse recovery center	2	0
Day care, in residence, licensed 255 Day care, in residence, licensed	2	0
High school/junior high school/m 215 High school/junior high school/middle school	7	1
Elementary school, including ki 213 Elementary school, including kindergarten	4	0
Educational, other 200 Educational, other	2	0
Bus station 173 Bus station	1	0
Bar or nightclub 162 Bar or nightclub	3	0
Restaurant or cafeteria 161 Restaurant or cafeteria	4	0
Library 151 Library	3	0
Public or government, other 150 Public or government, other	1	0
Clubs, other 140 Clubs, other	1	0
Church, mosque, synagogue, templ 131 Church, mosque, synagogue, temple, chapel	8	0

Fire Incident Summary Report

Print Date/Time: 05/04/2018 06:29
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 04/01/2018
To Date: 04/30/2018
Location: All

Cocoa Fire Department
FDID Number: 19052

Places of worship, funeral parlo	130 Places of worship, funeral parlors, other	1	0
Playground	124 Playground	1	0
Stadium, arena	123 Stadium, arena	1	0
Assembly, other	100 Assembly, other	3	0

Total Calls By Station	Count	Aid Given
31	300	46
32	59	5
33	127	15

Total Calls By Shift	Count
A-Shift	154
B-Shift	149
C-Shift	132
DC-1	1

Apparatus Totals

Apparatus	Responses	Average per Day
AA	31	1.07
B31	1	0.03
B33	2	0.07
D30	28	0.97
E31	171	5.90
E32	48	1.66
E33	117	4.03
F02	2	0.07
S30	55	1.90
TWR31	125	4.31

Legislation Details (With Text)

File #:	18-190	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/14/2018			**In control:**	City Council
On agenda:	5/22/2018			**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. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Contingency-Change Order Report April 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2018
Agenda Date: May 22, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Lora Howell, Interim 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, 2018. 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: 4/30/2018

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
CD1205	Stone Street Streetscape									
Op. Rev.		1,000,000.00	10/24/2017	2018-022						
Project Manager:		50,000.00	contingency authorized							
account #	001-3510-541.63-00	950,000.00	exp authorized before contingency				Cumulative	FY18 cum		
	423-3570-538.63-00									$ -
	111-3230-559.63-00		*FY 18 PO ISSUE*	FY2018			-	-		
	Contractor PO#									
	B-18-02-COC									
		50,000	^contingency balance-->							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative	FY18 cum		
										$ -
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	522,649.93	522,649.93		
	Contractor PO#72425									
		52,265	^contingency balance-->							
SW17CS	Baffle Box At Church Street									
Op. Rev.		327,407.00	10/24/2017	2017-113						
Project Manager:		30,000.00	contingency authorized							
account #	423-3570-538.63-00	297,407.00	exp authorized before contingency				Cumulative	FY18 cum		
										$ -
	DP Development of the Treasure Coast PO# 71772		*FY 18 PO ISSUE*	FY2018	34698	297,407.00	297,407.00	297,407.00	$ 244,787.67	
	Treats Stormwater Run-off									
		30,000	^contingency balance-->							
CP1501	Heart Of Cocoa Meeting Room									
Op. Rev.		160,000.00	10/24/2017	2017-104						
Project Manager:		3,125.00	contingency authorized							
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency				Cumulative	FY18 cum		
	C&D Consturction PO# 71710									
	Community Meeting Room		*FY 18 PO ISSUE*	FY2018	34749	156,875.00	156,875.00	156,875.00	$ -	$ -
		3,125	^contingency balance-->							
WS1201	Subaqueous pipeline protection repair & stabilization of 36" PCCP WM along SR520									
Op. Rev.		1,133,988.00	9/26/2017&10/24/17	2017-89	2017-131					
Project Manager:		39,453.00	contingency authorized 12/12/17 Contingency added back	2017-115						
account #	421-4025-536.46-00	1,094,535.00	exp authorized before contingency				Cumulative	FY18 cum		
	Anderson Diving dba Logan Diving PO#		FY17 PO Issue		33975	100,000.00	100,000.00			$ 116,015.00
	placement of 10,000 cement rip rap bags on exposed pipe for protection and support		*FY 18 PO ISSUE*		34533	600,000.00	700,000.00	600,000.00	$ 966,576.20	
	FY17 PO 71088 plus $16,015 paid by direct pay request		*CO#1*		34967	394,535.00	1,094,535.00	994,535.00		
	FY18 PO 71604									
		39,453	^contingency balance-->							
WS17F3	Utility Lines Extension fo Fire Stn #3									
Op. Rev.		376,359.47	5/9/2017	2017-51						
Project Manager:		34,214.00	contingency authorized							
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency				Cumulative	FY18 cum		
	W&J Construction Corp PO# 70501 FY18 71964		FY17 PO Issue		33141	342,145.47	342,145.47			$ -
	Utility Line Extensions Fire Station #3					(342,145.47)	-			
			FY 18 PO ISSUE	FY2018	34995	342,145.47	342,145.47	342,145.47	$ 292,223.66	
		34,214	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
PW17VS	SR520 Improvements									
Op. Rev.		98,881.00	4/11/2017	2017-38						
Project Manager:		5,000.00	contingency authorized							
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency				Cumulative	FY18 cum		
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00			$ 39,111.00
	SR520 Improvements					(54,770.00)	39,111.00			
			FY 18 PO ISSUE	FY2018			39,111.00	-	$ -	
		5,000	^contingency balance-->							
WS17SS	Schoolhouse Lane, MI, Water Main Replacement									
Op. Rev.		252,950.00	4/11/2017	2017-35						
Project Manager:		22,995.00	contingency authorized							
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY18 cum		
	Jobear Contracting Inc. PO# 70333 PO#71897		FY17 PO Issue		32942	229,955.00	229,955.00			$ 216,556.20
	Schoolhouse Lane, MI Water Main Replacement		*CO#1*		33160	21,800.00	251,755.00			
						(35,198.80)	216,556.20			
			FY 18 PO ISSUE	FY2018	34927	35,198.80	251,755.00	35,198.80	$ 30,891.80	
		1,195	^contingency balance-->							
WS16UP	Utility Privatization									
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74						
Project Manager:		283,806.00	contingency authorized							
account #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency				Cumulative	FY18 cum		
	CH2M Hill PO# 69690		FY2017 PO#69690	FY 2017	31967	847,086.89	847,086.89			$ 87,555.68
	CDM Smith PO#6969		FY2017 PO#69691		32006	158,970.00	1,006,056.89			$ -
	Hawksley (Stantec) PO#69908		FY2017 PO#69908		32409	189,591.00	1,195,647.89			$ -
						(158,970.00)	1,036,677.89			
						(759,531.21)	277,146.68			
						(189,591.00)	87,555.68			
			FY 18 PO ISSUE	FY2018			87,555.68	-	$ -	
This was originally assigned the wrong project #WS17AF.		283,806	^contingency balance-->							
WS1222	WRF Motor Controls Sellers									
Op. Rev.		2,334,400.20	4/12/2016	2016-37						
Project Manager:		212,218.20	contingency authorized							
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY18 cum		
	Chinchor Electric Inc PO# 68119/69705/71957		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			
			CO#1		32212	119,650.85	2,241,832.85			
						(599,596.27)	1,642,236.58			
			FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85	599,596.27	$ 438,579.63	
		92,567	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
WS1402	Reject Pond Rehab - Engineering Services									
Op. Rev.		9,425,900.00	12/8/2015	2015-091						
Project Manager:		856,900.00	contingency authorized							
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY18 cum		
	PETTICOTT-SCHMITT PO# 67619/69660/71761		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 5,531,981.69
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			
				FY2017	31822	6,815,828.77	8,636,311.00			
			CO#1		32217	1,243.00	8,637,554.00			
			CO#2		32311	77,406.00	8,714,960.00			
			CO#3		32488	15,311.00	8,730,271.00			
			CO#4		33475	(1,750.00)	8,728,521.00			
			CO#5		33669	10,956.00	8,739,477.00			
						(1,387,013.08)	7,352,463.92			
			FY 18 PO ISSUE	FY2018	34733	1,387,013.08	8,739,477.00	1,387,013.08	$ 913,123.51	
			CO#1		35001	18,612.63	8,758,089.63	1,405,625.71		
			CO#2		35008	2,548.56	8,760,638.19	1,408,174.27		
			CO#3		35009	41,346.11	8,801,984.30	1,449,520.38		
			CO#4		35144	110,939.07	8,912,923.37	1,560,459.45		
			CO#5		35145	(21,069.96)	8,891,853.41	1,539,389.49		
			CO#6		35146	28,132.00	8,927,047.45	1,574,583.53		
			CO#7		35538	7,062.04				
		498,853	^contingency balance-->							
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements									
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00				
Project Manager:		110,347.00	10% contingency authorized of $1,103,473							
account #	421-4055-536-63-00	1,103,473.00	exp authorized before contingency				Cumulative	FY18 cum		
	Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00			$ 15,300.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00			
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00			
			CO#1		29489	7,268.19	1,110,741.19			
			E		30181	7,419.37	1,118,160.56			
			CO#3		30320	32,643.88	1,150,804.44			
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00			
				FY2017	31997	130,380.44	1,150,804.44			
			CO#4		33777	(37,061.00)	1,113,743.44			
						(78,019.44)	1,035,724.00			
			FY 18 PO ISSUE	FY2018			1,035,724.00	-	$ -	
		63,016	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
WS1001	Industrial Park Pump Station											
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138								
Project Manager:		444,500.00	10% contingency authorized			63-00						
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY18 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)		2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**		4,501,559.91		v		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07		4,522,993.98		v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11		4,575,995.09		v		
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00		4,599,028.09				
			*CO#1 PO **67318***		29647	**53,686.38**		4,652,714.47				
			*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**		4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00		4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)		3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)		3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)		3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34		3,860,665.17				$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80		4,667,012.97				$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)		4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39		4,667,012.97				$ 1,300.00
								4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)		4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)		4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30		4,657,028.58	420,315.30	1 $	-	
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39		4,667,012.97	430,299.69	2 $	3,262.00	
		209,868	^contingency balance-->									
WS1117	SCADA Support Hardware Integration Services											
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090								
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00					
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency									
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY18 cum			
	CH2M Hill Engineers, Inc. FY2014 PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00				$ 244,575.44
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-				
	CH2M Hill Engineers, Inc. FY 2015 PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00				
					26634		(2,316,644.00)					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00	62,775.00	2,316,644.00				
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00				
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a			2,914,274.00				
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10				
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00				
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)		2,901,056.44				
	CH2M Hill Engineers, Inc. PO# 67261		PO# 69602 FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00				
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00		3,145,794.00				
	CH2M Hill Engineers, Inc. PO# 67264		*FY17 Year-End PO Liquidation*			(162.12)		3,145,631.88				
				FY2018				3,145,631.88	-	$	-	
		$ 144.40	^contingency balance-->									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY18 Cum.		FY2018 Expenditures	FY2017 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								
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY18 cum	FY18	FY17
Brandes Design-Build, Inc. FY2013 PO# 62086											
Bid No. B-13-11-COC											
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00			
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)				
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00			
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29			
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73			
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29			
					26917	10,200.00		2,823,016.29			
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43			
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43			
Chinchor Electric FY2017 PO#69705					29249	32,800.00		2,871,794.43			
			CO#1		29329	(5,000.00)		2,866,794.43			
			CO#2		29212	4,151.50		2,870,945.93			
			CO#3		29905	5,327.32		2,876,273.25			
			CO#4		30046	(5,327.32)		2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93			
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09			$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09			$ -
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09			$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09			$ 58,955.00
						(33,812.06)		2,872,062.03			$ 169,885.00
						(13.25)		2,872,048.78			$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13.25		
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	36,353.25	1 $ 34,536.25	
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		2,942,214.09	70,165.31	2 $ -	
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00			$ -
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete					
		28,686	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	18-191	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/14/2018			**In control:**	City Council
On agenda:	5/22/2018			**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. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April 2018 Monthly Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2018
Agenda Date: May 22, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Lora Howell, Interim 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 2018 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This April 2018 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the 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 2018 Budget by Classification Report - Summary Listing

Through 4/30/18

Target for April is 58%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 6,057,562.64	$ 1,607,419.36	79%
OTHER PERMITS AND FEES	$ 3,103,557		$ 2,110,827.79	$ 992,729.21	68%
INTERGOVERNMENTAL	$ 2,049,215		$ 1,211,609.11	$ 837,605.89	59%
CHARGES FOR SERVICES	$ 11,336,920		$ 6,463,524.63	$ 4,873,395.37	57%
FINES AND FORFEITURES	$ 26,000		$ 18,031.16	$ 7,968.84	69%
MISCELLANEOUS	$ 805,052		$ 408,087.64	$ 396,964.36	51%
OTHER SOURCES (NON-REVENUE)	$ 12,326,498		$ 4,261,568.62	$ 8,064,929.38	35%
REVENUE TOTALS	**$ 37,312,224**		**$ 20,531,211.59**	**$ 16,781,012.41**	**55%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,313,144	$ 2,412.00	$ 11,227,248.73	$ 11,083,483.27	50%
OPERATING EXPENDITURES	$ 9,669,682	$ 1,676,076.38	$ 4,812,117.62	$ 3,181,488.00	67%
CAPITAL OUTLAY	$ 3,472,133	$ 137,766.10	$ 351,712.03	$ 2,982,654.87	14%
GRANTS, AIDS AND OTHER	$ 1,857,265	$ -	$ 836,593.00	$ 1,020,672.00	45%
EXPENSE TOTALS	**$ 37,312,224**	**$ 1,816,254.48**	**$ 17,227,671.38**	**$ 18,268,298.14**	51%
REVENUE TOTALS	**$ 37,312,224**	**$ -**	**$ 20,531,211.59**	**$ 16,781,012.41**	**55%**
EXPENSE TOTALS	**$ 37,312,224**	**$ 1,816,254.48**	**$ 17,227,671.38**	**$ 18,268,298.14**	**51%**
	$ -	**$ (1,816,254.48)**	**$ 3,303,540.21**		

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	420,550	278,564.16	66	2,943,850	4,775,870.44	162	5,046,608	270,737.56
20	00	DELINQUENT TAXES	1,250	32.79	3	8,750	1,960.60-	22	15,000	16,960.60
25	00	PENALTIES RE: TAXES	416	2,712.84	652	2,912	8,294.21	285	5,000	3,294.21-
30	00	TAX CERTIFICATES	16,666	.00		116,662	.00		200,000	200,000.00
311	**	AD VALOREM	438,882	281,309.79	64	3,072,174	4,782,204.05	156	5,266,608	484,403.95
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	33,333	58,416.23	175	233,331	201,563.55	86	400,000	198,436.45
312	**	SALES USE AND FUEL TAXES	33,333	58,416.23	175	233,331	201,563.55	86	400,000	198,436.45
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	88,209	91,449.30	104	617,463	570,711.89	92	1,058,517	487,805.11
30	00	WATER-COCOA	27,888	27,826.60	100	195,216	165,759.10	85	334,667	168,907.90
40	00	GAS	1,500	2,355.77	157	10,500	12,806.93	122	18,000	5,193.07
80	00	PROPANE	1,123	2,849.85	254	7,861	12,805.40	163	13,484	678.60
314	**	UTILITY SERVICE TAX	118,720	124,481.52	105	831,040	762,083.32	92	1,424,668	662,584.68
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	33,642	43,765.65	130	235,494	162,380.46	69	403,706	241,325.54
315	**	COMMUNICATION SERVICE TAX	33,642	43,765.65	130	235,494	162,380.46	69	403,706	241,325.54
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	14,166	2,487.07	18	99,162	149,331.26	151	170,000	20,668.74
316	**	LOCAL BUSINESS TAX	14,166	2,487.07	18	99,162	149,331.26	151	170,000	20,668.74
310	***	TAXES	638,743	510,460.26	80	4,471,201	6,057,562.64	136	7,664,982	1,607,419.36
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
00	00	BUILDING PERMITS	25,000	19,694.42	79	175,000	81,795.13	47	300,000	218,204.87
10	00	TRAINING SURCHARGE	66	133.86	203	462	209.67	45	800	590.33
322	**	BUILDING PERMITS	25,066	19,828.28	79	175,462	82,004.80	47	300,800	218,795.20
323		FRANCHISE FEES								
10	00	ELECTRICITY	66,666	64,241.19	96	466,662	296,444.63	64	800,000	503,555.37
40	00	GAS	1,208	2,837.86	235	8,456	13,903.21	164	14,500	596.79
70	00	SOLID WASTE	15,014	15,324.61	102	105,098	106,874.56	102	180,170	73,295.44
323	**	FRANCHISE FEES	82,888	82,403.66	99	580,216	417,222.40	72	994,670	577,447.60
325		SPECIAL ASSESSMENT								
12	01	FIRE PROTECTION	135,840	155,316.80	114	950,880	1,605,054.78	169	1,630,087	25,032.22

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	136.87	83	1,162	136.87	12	2,000	1,863.13
12 03	PENALTIES	83	31.24	38	581	828.94	143	1,000	171.06
12 04	TAX CERTIFICATES	12,500	.00		87,500	.00		150,000	150,000.00
12 *	SERVICE	148,589	155,484.91	105	1,040,123	1,606,020.59	154	1,783,087	177,066.41
325 **	SPECIAL ASSESSMENT	148,589	155,484.91	105	1,040,123	1,606,020.59	154	1,783,087	177,066.41
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	2,083	650.00	31	14,581	2,890.00	20	25,000	22,110.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	.00		0	2,690.00		0	2,690.00-
329 **	OTHER PERMITS & FEES	2,083	650.00	31	14,581	5,580.00	38	25,000	19,420.00
320 ***	OTHER PERMITS & FEES	258,626	258,366.85	100	1,810,382	2,110,827.79	117	3,103,557	992,729.21
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,991	.00		90,937	34,618.73	38	155,894	121,275.27
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,991	.00		90,937	34,618.73	38	155,894	121,275.27
20 01	RES OFFCR - CTY CONTRACT	2,200	.00		15,400	22,000.00	143	26,400	4,400.00
20 05	DEPT OF JUSTICE GRANTS	1,955	.00		13,685	.00		23,464	23,464.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,276	3,366.22-	264	8,932	4,926.58	55	15,322	10,395.42
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	8,505	.00		59,535	7,494.67	13	102,065	94,570.33
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 *	PUBLIC SAFETY	13,936	3,366.22-	24	97,552	34,421.25	35	167,251	132,829.75
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	37,507.27		0	37,507.27-
331 **	FEDERAL GRANTS	26,927	3,366.22-	13	188,489	106,547.25	57	323,145	216,597.75
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		23,331	.00		40,000	40,000.00

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								
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		23,331	.00		40,000	40,000.00
334		STATE GRANT								
50 01		STATE DISASTER REIMBURSE	0	.00		0	6,251.21		0	6,251.21-
50 02		COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03		RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	6,251.21		0	6,251.21-
61 10		BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90 30		HISTORIC PRESERVATION GRT	0	.00		0	230,256.00		0	230,256.00-
334	**	STATE GRANT	0	.00		0	236,507.21		0	236,507.21-
335		STATE SHARED REVENUES								
12 00		STATE REVENUE SHARING	39,000	42,520.95	109	273,000	255,161.70	94	468,000	212,838.30
12 20		8TH CNT MUNICIPAL GAS TAX	12,204	13,288.14	109	85,428	79,740.11	93	146,458	66,717.89
12	*	STATE REVENUE SHARING	51,204	55,809.09	109	358,428	334,901.81	93	614,458	279,556.19
14 00		MOBILE HOME LICENSES	1,666	733.41	44	11,662	21,408.16	184	20,000	1,408.16-
15 00		ALCOHOLIC BEVERAGE	1,809	.00		12,663	685.22	5	21,717	21,031.78
18 00		LOCAL GOVERNMENT 1/2 CENT	82,500	94,490.44	115	577,500	486,468.38	84	990,000	503,531.62
21 00		FIREFIGHTER SUPPLEMENTAL	0	.00		0	4,230.00		0	4,230.00-
29 00		OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00		FUEL TAX REFUNDS	1,961	6,736.63	344	13,727	20,861.08	152	23,542	2,680.92
335	**	STATE SHARED REVENUES	139,140	157,769.57	113	973,980	868,554.65	89	1,669,717	801,162.35
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	2,336	.00		4,672	.00		16,353	16,353.00
338	**	SHARED REVENUE LOCAL UNIT	2,336	.00		4,672	.00		16,353	16,353.00
330	***	INTERGOVERNMENTAL REVENUE	171,736	154,403.35	90	1,190,472	1,211,609.11	102	2,049,215	837,605.89

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	461,301	415,504.00	90	3,229,107	3,229,114.00	100	5,535,621	2,306,507.00
31 00	ADMIN FEES STORMWATER	7,632	53,431.00	700	53,424	53,431.00	100	91,595	38,164.00
40 00	CERTIFY/COPY/SEARCH	8,333	10,291.06	124	58,331	52,968.33	91	100,000	47,031.67
90 12	PASSPORT EXECUTION FEES	750	.00		5,250	2,200.00	42	9,000	6,800.00
341 **	GENERAL GOVERNMENT	478,016	479,226.06	100	3,346,112	3,337,713.33	100	5,736,216	2,398,502.67
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	650.00		0	1,700.00		0	1,700.00-
90 01	FALSE ALARM FEES	925	250.00	27	6,475	7,390.00	114	11,100	3,710.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	900.00	97	6,475	9,090.00	140	11,100	2,010.00
342 **	PUBLIC SAFETY	925	900.00	97	6,475	9,090.00	140	11,100	2,010.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	34,201	37,298.79	109	239,407	223,869.42	94	410,422	186,552.58
37 11	ROCKLEDGE	21,605	22,782.01	105	151,235	136,677.90	90	259,269	122,591.10
37 12	SUN LAKE	285	297.57	104	1,995	1,810.49	91	3,420	1,609.51
37 13	CLNY PK-M.I.UTIL CO.	153	160.23	105	1,071	924.32	86	1,844	919.68
37 16	COCOA BEACH	8,922	8,968.56	101	62,454	53,831.11	86	107,066	53,234.89
37 17	CAPE CANAVERAL	7,365	7,382.48	100	51,555	44,279.55	86	88,382	44,102.45
37 18	TITUSVILLE	321	345.53	108	2,247	2,018.60	90	3,854	1,835.40
37 *	WATER BILLING SERVICES	72,852	77,235.17	106	509,964	463,411.39	91	874,257	410,845.61
39 01	SERVICE CHARGES	34,666	33,923.92	98	242,662	231,286.50	95	416,000	184,713.50
39 03	ADMIN CHARGES	33,333	34,140.00	102	233,331	205,230.00	88	400,000	194,770.00
39 04	PENALTIES	72,916	71,302.03	98	510,412	506,195.90	99	875,000	368,804.10
39 05	NSF CHECKS	2,960	2,495.44	84	20,720	19,352.01	93	35,525	16,172.99
39 *	WATER OTHER INCOME	143,875	141,861.39	99	1,007,125	962,064.41	96	1,726,525	764,460.59
41 10	GARBAGE REVENUES	181,575	173,369.34	96	1,271,025	1,208,286.41	95	2,178,903	970,616.59
41 20	RECYCLING REVENUE	18,065	18,183.73	101	126,455	125,818.10	100	216,789	90,970.90
41 30	GREEN WASTE	15,449	15,275.07	99	108,143	106,500.91	99	185,394	78,893.09
41 *	GARBAGE COLLECTION	215,089	206,828.14	96	1,505,623	1,440,605.42	96	2,581,086	1,140,480.58

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,238.32	102	56,406	49,397.44	88	96,697	47,299.56
45 20	SALE - RECYCLING MATERIAL	125	.00		875	1,759.56	201	1,500	259.56-
45 *	GARBAGE - OTHER REVENUE	8,183	8,238.32	101	57,281	51,157.00	89	98,197	47,040.00
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	7,608	91,500.00	1203	53,256	91,500.00	172	91,303	197.00-
90 *	OTHER PHYSICAL ENVIRON	11,969	104,584.00	874	83,783	117,668.00	140	143,639	25,971.00
343 **	PHYSICAL ENVIRONMENT	451,968	538,747.02	119	3,163,776	3,034,906.22	96	5,423,704	2,388,797.78
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	4,295.13	94	32,081	32,148.38	100	55,000	22,851.62
39 11	TENANT MAINTENANCE FEES	116	116.56	101	812	1,316.48	162	1,400	83.52
39 20	COCOA CIVIC CENTER	4,583	4,575.28	100	32,081	29,704.98	93	55,000	25,295.02
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	360.00	25	9,912	13,523.22	136	17,000	3,476.78
39 *	OTHER CULTURAL SERVICES	10,698	9,346.97	87	74,886	76,693.06	102	128,400	51,706.94
40 01	COCOA VILLAGE 10% GROSS	2,083	458.53	22	14,581	1,511.06	10	25,000	23,488.94
40 05	PERMIT FEES	208	.00		1,456	1,125.00	77	2,500	1,375.00
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	458.53	20	16,037	2,636.06	16	27,500	24,863.94
50 10	EVENT FEES	500	.00		3,500	1,485.96	43	6,000	4,514.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	333	.00		2,331	1,000.00	43	4,000	3,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	833	.00		5,831	2,485.96	43	10,000	7,514.04
347 **	CULTURE/RECREATION	13,822	9,805.50	71	96,754	81,815.08	85	165,900	84,084.92
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	944,731	1,028,678.58	109	6,613,117	6,463,524.63	98	11,336,920	4,873,395.37
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	2,166	7,552.45	349	15,162	18,031.16	119	26,000	7,968.84
351	**	JUDGMENTS AND FINES	2,166	7,552.45	349	15,162	18,031.16	119	26,000	7,968.84
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	7,552.45	349	15,162	18,031.16	119	26,000	7,968.84
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	1,250	14,025.07	1122	8,750	57,842.99	661	15,000	42,842.99-
20	00	DIVIDENDS	0	792.77		0	4,567.55		0	4,567.55-
38	00	NET INC/DEC-FMV INVESTMNT	0	16,556.52-		0	93,845.37-		0	93,845.37
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	1,250	1,738.68-	139	8,750	31,434.83-	359	15,000	46,434.83
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,165	12,683.33	125	71,155	74,781.45	105	121,990	47,208.55
362	**	RENT AND ROYALTIES	10,165	12,683.33	125	71,155	74,781.45	105	121,990	47,208.55
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	7,971.96		0	19,548.76		0	19,548.76-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	7,971.96		0	19,548.76		0	19,548.76-
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	11,666	6,250.00	54	81,662	111,550.00	137	140,000	28,450.00
10 09	POLICE/FIRE DEPTS	108	.00		756	.00		1,299	1,299.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	108	.00		756	.00		1,299	1,299.00
366 **	CONTRIBUTIONS & DONATIONS	11,774	6,250.00	53	82,418	111,550.00	135	141,299	29,749.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,210	.00		85,470	.00		146,530	146,530.00
22 00	FIRE STATE CONTRIBUTION	9,602	.00		67,214	.00		115,233	115,233.00
368 **	PENSION CONTRIBUTIONS	21,812	.00		152,684	.00		261,763	261,763.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,666	2,861.93	43	46,662	75,972.85	163	80,000	4,027.15
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,500	2,949.80	118	17,500	24,789.80	142	30,000	5,210.20
90 03	CODE ENF ABATE/DEMO REV	4,166	10,945.00	263	29,162	31,364.30	108	50,000	18,635.70
90 04	MISC. POLICE REVENUES	0	787.94		0	3,567.29		0	3,567.29-
90 05	INVESTIGATIVE COSTS REIM	5,000	4,801.47	96	35,000	30,144.38	86	60,000	29,855.62
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	1,250	1,250.00	100	8,750	5,085.00	58	15,000	9,915.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,500	.00		17,500	5,400.00	31	30,000	24,600.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,082	23,596.14	107	154,574	176,323.62	114	265,000	88,676.38
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	57,318.64		0	57,318.64-
369 **	OTHER MISC REVENUES	22,082	23,596.14	107	154,574	233,642.26	151	265,000	31,357.74
360 ***	MISCELLANEOUS REVENUES	67,083	48,762.75	73	469,581	408,087.64	87	805,052	396,964.36
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,567	.00		31,969	27,646.62	87	54,807	27,160.38
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,156	.00		6,936	.00		12,721	12,721.00
91 23	STORMWATER (423)	806	.00		5,559	.00		9,595	9,595.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	6,529	.00		44,464	27,646.62	62	77,123	49,476.38
381 **	INTERFUND TRANSFER	6,529	.00		44,464	27,646.62	62	77,123	49,476.38
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,151	513,152.00	100	3,592,057	3,592,064.00	100	6,157,822	2,565,758.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	641,858	641,858.00	100	1,100,328	458,470.00
40 *	CONTRIBUTIONS WATER REV.	604,845	604,846.00	100	4,233,915	4,233,922.00	100	7,258,150	3,024,228.00
382 **	CONTRIBUTIONS ENTERPRISE	604,845	604,846.00	100	4,233,915	4,233,922.00	100	7,258,150	3,024,228.00
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

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	14,871	.00		104,097	.00		178,453	178,453.00
90	20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90	*	NON OPERATING SOURCES	14,871	.00		104,097	.00		178,453	178,453.00
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	412,359	.00		2,750,968	.00		4,812,772	4,812,772.00
99	*	BALANCE FORWARD	412,359	.00		2,750,968	.00		4,812,772	4,812,772.00
389	**	NON OPERATING SOURCES	427,230	.00		2,855,065	.00		4,991,225	4,991,225.00
380	***	OTHER SOURCES(NON-REV)	1,038,604	604,846.00	58	7,133,444	4,261,568.62	60	12,326,498	8,064,929.38
FUND TOTAL GENERAL FUND			3,121,689	2,613,070.24	84	21,703,359	20,531,211.59	95	37,312,224	16,781,012.41

REPORT SELECTIONS

Fiscal year . . . . . : 2018
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	2618	2550.00	97	18326	17850.00	97	.00	31424	13574.00	57
11 **	EXECUTIVE SALARIES	2618	2550.00	97	18326	17850.00	97	.00	31424	13574.00	57
12-00	REGULAR SALARIES & WAGES	960600	808783.98	84	6782306	5851284.09	86	.00	11585440	5734155.91	51
12-06	SALARIES/CONTRACTUAL	1713	455.00	27	11991	6230.00	52	.00	20559	14329.00	30
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	9171	56983.89	621	37843	102504.63	271	.00	83701	18803.63-	123
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	971484	866222.87	89	6832140	5960018.72	87	.00	11689700	5729681.28	51
13-00	OTHER SALARIES & WAGES	94754	71800.75	76	613765	519746.12	85	.00	1087580	567833.88	48
13 **	OTHER SALARIES & WAGES	94754	71800.75	76	613765	519746.12	85	.00	1087580	567833.88	48
14-00	OVERTIME	29656	29289.97	99	197994	245967.57	124	.00	346362	100394.43	71
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	29656	29289.97	99	197994	245967.57	124	.00	346362	100394.43	71
15-00	SPECIAL PAY	33566	29399.58	88	234962	193746.72	83	.00	402809	209062.28	48
15 **	SPECIAL PAY	33566	29399.58	88	234962	193746.72	83	.00	402809	209062.28	48
20-00	CLOTHING/SHOE ALLOWANCE	1690	110.00	7	11774	10380.00	88	.00	20245	9865.00	51
20 **	CLOTHING/SHOE ALLOWANCE	1690	110.00	7	11774	10380.00	88	.00	20245	9865.00	51
21-00	FICA TAXES	83608	74110.16	89	585256	512841.78	88	.00	1003402	490560.22	51
21 **	FICA TAXES	83608	74110.16	89	585256	512841.78	88	.00	1003402	490560.22	51
22-00	RETIREMENT CONTRIBUTIONS	78727	46945.18	60	551089	492324.98	89	.00	944847	452522.02	52
22-01	LICENSED POLICE/FIRE	187924	175853.89	94	1315468	1200414.63	91	.00	2255112	1054697.37	53
22-02	STATE CONTRIBUTIONS	19673	.00	0	163371	.00	0	.00	261763	261763.00	0
22-03	ICMA - CITY MANAGER	1080	971.60	90	7560	7032.84	93	.00	12960	5927.16	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	287404	223770.67	78	2037488	1699772.45	83	.00	3474682	1774909.55	49
23-00	LIFE/HEALTH INSURANCE	277607	223903.32	81	1943249	1600768.84	82	2412.00	3331413	1728232.16	48
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	277607	223903.32	81	1943249	1600768.84	82	2412.00	3331413	1728232.16	48
24-00	WORKER'S COMPENSATION	55458	45471.52	82	388206	336776.53	87	.00	665647	328870.47	51
24 **	WORKER'S COMPENSATION	55458	45471.52	82	388206	336776.53	87	.00	665647	328870.47	51
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2912	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2912	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	21240	18460.00	87	148680	129380.00	87	.00	254880	125500.00	51
27 **	CAFETERIA PLAN	21240	18460.00	87	148680	129380.00	87	.00	254880	125500.00	51
31-00	PROFESSIONAL SERVICES	29478	17715.63	60	164281	99113.64	60	133795.47	311695	78785.89	75
31-01	LEGAL FEES	44670	38739.54	87	258405	222689.45	86	254681.65	481767	4395.90	99
31-02	MEDICAL SERVICES	3490	1833.85	53	24430	25389.38	104	11775.62	41890	4725.00	89
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	15433	6056.82	39	108031	86157.67	80	99049.33	185207	.00	100
31 **	PROFESSIONAL SERVICES	94164	64345.84	68	562798	446475.14	79	499302.07	1033684	87906.79	92
32-00	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
34-00	CONTRACT SERVICES	105858	67432.96	64	722959	607394.38	84	306604.17	1252325	338326.45	73
34-03	CUSTOMER SERVICE CONTRACT	154431	153738.48	100	1081017	916218.85	85	.00	1853174	936955.15	49
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	622-	.00	0	3101	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	259667	221171.44	85	1807077	1523613.23	84	306604.17	3105499	1275281.60	59

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	2287	.00	0	58905	.00	0	.00	70359	70359.00	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	6734	.00	0	81140	.00	0	.00	70359	70359.00	0
40-00	TRAVEL & PER DIEM	5396	2182.93	41	34094	16321.94	48	40.00-	61192	44910.06	27
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5396	2182.93	41	34094	16321.94	48	40.00-	61192	44910.06	27
41-00	COMMUNICATION	11299	4747.56	42	76404	66349.72	87	49351.59	132934	17232.69	87
41 **	COMMUNICATION	11299	4747.56	42	76404	66349.72	87	49351.59	132934	17232.69	87
42-00	POSTAGE & FREIGHT	36009	36723.15	102	252069	251864.10	100	154121.28	432214	26228.62	94
42 **	POSTAGE & FREIGHT	36009	36723.15	102	252069	251864.10	100	154121.28	432214	26228.62	94
43-00	ELECTRIC/WATER/SEWER	57976	50157.18	87	405832	326289.42	80	331195.35	695740	38255.23	95
43 **	ELECTRIC/WATER/SEWER	57976	50157.18	87	405832	326289.42	80	331195.35	695740	38255.23	95
44-00	RENTALS AND LEASES	14655	5849.25	40	126314	122560.03	97	26688.74	199646	50397.23	75
44 **	RENTALS AND LEASES	14655	5849.25	40	126314	122560.03	97	26688.74	199646	50397.23	75
45-00	INSURANCE	32741	.00	0	229187	289253.90	126	.00	392946	103692.10	74
45 **	INSURANCE	32741	.00	0	229187	289253.90	126	.00	392946	103692.10	74
46-00	REPAIRS & MAINTENANCE	56066	53010.23	95	380319	426627.36	112	111672.05	660706	122406.59	82
46-02	REPAIR/MAINT BUILDING	21816	10767.17	49	163427	142547.60	87	26171.86	272521	103801.54	62
46-03	REPAIR/MAINT-VEHICLES	19707	10334.10	52	138183	79449.43	58	10362.50	236760	146948.07	38
46-05	HYDRANT FEES	16090	16114.14	100	112630	112798.98	100	.00	193080	80281.02	58
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	113679	90225.64	79	794559	761423.37	96	148206.41	1363067	453437.22	67
47-00	PRINTING & BINDING	1859	97.50	5	12727	10058.86	79	1040.00	22111	11012.14	50
47 **	PRINTING & BINDING	1859	97.50	5	12727	10058.86	79	1040.00	22111	11012.14	50
48-00	PROMOTIONAL ACTIVITIES	3784	2533.07	67	26488	21575.71	82	.00	45445	23869.29	48
48-11	BUSINESS ASSIST. PROGRAM	2083	.00	0	14581	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5867	2533.07	43	41069	21575.71	53	.00	70445	48869.29	31
49-00	OTHER CHARGES & OBLIG.	17521	34199.17	195	122699	88589.25	72	3417.50	210362	118355.25	44
49-02	ADVERTISING	48	.00	0	313	167.61	54	.00	550	382.39	31
49-05	BROWNFIELDS REDEV PROG	9467	.00	0	73317	37304.96	51	21570.00	120651	61776.04	49
49-06	BROWNFIELD PROG CITY COST	5190	.00	0	29282	15737.72	54	19625.00	55243	19880.28	64
49-07	BAD DEBT EXPENSE	12499	2199.79-	18-	87493	38029.14-	44-	.00	150000	188029.14	25-
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
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	13125	5000.00	38	.00	22500	17500.00	22
49 **	OTHER CHARGES & OBLIG.	46600	31999.38	69	326229	108770.40	33	44612.50	559306	405923.10	27
52-00	OPERATING SUPPLIES	85667	81468.18	95	538216	600069.89	112	63513.12	966671	303087.99	69
52-02	UNIFORMS	1685	557.06	33	11795	12427.05	105	3033.55	20230	4769.40	76
52-05	EMS 1st RESP-CONSUM SUPP	3373	3341.42	99	23611	12945.66	55	20060.34	40480	7474.00	82
52-07	JANITORIAL SUPPLIES	2221	1937.11	87	15547	13127.53	84	.00	26676	13548.47	49
52-10	HEATING FUEL	128	391.50	306	896	1196.95	134	339.05	1536	.00	100
52-30	FUEL, OIL, & LUBRICANTS	18495	220.05	1	129465	80408.43	62	.00	221982	141573.57	36
52-33	EMPLOYEE HEALTH CENTER	4889	.00	0	34223	37970.83	111	20707.17	58678	.00	100
52 **	OPERATING SUPPLIES	116458	87915.32	76	753753	758146.34	101	107653.23	1336253	470453.43	65

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	1250	894.96	72	8750	3864.46	44	1135.54	15000	10000.00	33
53 **	ROAD MATERIALS/SUPPLIES	1250	894.96	72	8750	3864.46	44	1135.54	15000	10000.00	33
54-00	MEMBERSHIP/PUBLICATIONS	3067	1018.00	33	21436	22100.24	103	135.50	36867	14631.26	60
54 **	MEMBERSHIP/PUBLICATIONS	3067	1018.00	33	21436	22100.24	103	135.50	36867	14631.26	60
55-00	TRAINING	7696	4400.93	57	50333	38264.58	76	6070.00	88919	44584.42	50
55-01	EDA PROGRAM	833	.00	0	5831	1686.18	29	.00	10000	8313.82	17
55 **	TRAINING	8529	4400.93	52	56164	39950.76	71	6070.00	98919	52898.24	47
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	411	.00	0	2055	361.45	18	.00	4114	3752.55	9
61 **	LAND	411	.00	0	2055	361.45	18	.00	4114	3752.55	9
62-00	BUILDINGS	14583	.00	0	102081	2810.65	3	5448.50	175000	166740.85	5
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	14583	.00	0	102081	2810.65	3	5448.50	175000	166740.85	5
63-00	INFRASTRUCTURE	240543	41960.00	17	1645984	100660.00	6	47054.50	2848707	2700992.50	5
63 **	INFRASTRUCTURE	240543	41960.00	17	1645984	100660.00	6	47054.50	2848707	2700992.50	5
64-00	MACHINERY AND EQUIPMENT	22849	42959.50	188	181326	179114.93	99	57796.00	295601	58690.07	80
64-01	JAG GRANT	1955	.00	0	13685	.00	0	.00	23464	23464.00	0
64-15	IT HARDWARE	9199	9900.00	108	79229	68765.00	87	27467.10	125247	29014.90	77
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	34003	52859.50	156	274240	247879.93	90	85263.10	444312	111168.97	75

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	69716	.00	0	488012	836593.00	171	.00	836592	1.00-	100
81 **	AIDS TO GOVT AGENCY	69716	.00	0	488012	836593.00	171	.00	836592	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	83333	.00	0	583331	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83333	.00	0	583331	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	2178	.00	0	9774	.00	0	.00	20673	20673.00	0
83 **	OTHER GRANTS AND AIDS	2178	.00	0	9774	.00	0	.00	20673	20673.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3123843	2284170.49	73	21735206	17227671.38	79	1816254.48	37312224	18268298.14	51
GRAND	TOTAL *********										
		3123843	2284170.49	73	21735206	17227671.38	79	1816254.48	37312224	18268298.14	51

FY 2018 Budget by Classification Report - Summary Listing

Through 4/30/18

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	$ 1,863,827		$ 2,363,660.00	$ (499,833.00)	127%
CHARGES FOR SERVICES	$ 54,576,227		$ 33,960,083.45	$ 20,616,143.55	62%
MISCELLANEOUS	$ 307,595		$ 39,770.57	$ 267,824.43	13%
OTHER SOURCES (NON-REVENUE)	$ 31,113,711		$ 1,240,747.49	$ 29,872,963.51	4%
REVENUE TOTALS	**$ 87,861,360**	-	**$ 37,604,261.51**	**$ 50,257,098.49**	**43%**
				$ (3,277,964.62)	
EXPENSE					
SALARIES AND BENEFITS	$ 14,354,923	$ 1,608.00	$ 6,952,877.08	$ 7,400,437.92	48%
OPERATING EXPENDITURES	$ 24,446,480	$ 5,650,056.70	$ 10,423,653.29	$ 8,372,770.01	66%
CAPITAL OUTLAY	$ 33,123,400	$ 5,098,678.60	$ 3,597,112.93	$ 24,427,608.47	26%
GRANTS, AIDS AND OTHER	$ 15,936,557	$ -	$ 7,646,722.00	$ 8,289,835.00	48%
EXPENSE TOTALS	**$ 87,861,360**	**$ 10,750,343.30**	**$ 28,620,365.30**	**$ 48,490,651.40**	45%
REVENUE TOTALS	**$ 87,861,360**	**$ -**	**$ 37,604,261.51**	**$ 50,257,098.49**	**43%**
EXPENSE TOTALS	**$ 87,861,360**	**$ 10,750,343.30**	**$ 28,620,365.30**	**$ 48,490,651.40**	**45%**
	$ -	**$ (10,750,343.30)**	**$ 8,983,896.21**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	71,887	114,650.00	160	503,209	960,855.00	191	862,654	98,201.00-
03 11	WATER - COMMERCIAL	73,954	80,955.00	110	517,678	1,316,805.00	254	887,457	429,348.00-
03 20	SEWER - RESIDENTIAL	852	.00		5,964	8,750.00	147	10,235	1,485.00
03 21	SEWER - COMMERCIAL	8,623	1,250.00	15	60,361	77,250.00	128	103,481	26,231.00
03 *	IMPACT FEES	155,316	196,855.00	127	1,087,212	2,363,660.00	217	1,863,827	499,833.00-
324 **	IMPACT FEES	155,316	196,855.00	127	1,087,212	2,363,660.00	217	1,863,827	499,833.00-
320 ***	OTHER PERMITS & FEES	155,316	196,855.00	127	1,087,212	2,363,660.00	217	1,863,827	499,833.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	305,048.77		0	305,048.77-
331 **	FEDERAL GRANTS	0	.00		0	305,048.77		0	305,048.77-
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
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	305,048.77		0	305,048.77-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,842,814	4,461,296.35	116	26,899,698	28,304,837.45	105	46,113,775	17,808,937.55
33 00	WATER CONNECTION FEE	20,000	42,890.00	215	140,000	340,987.01	244	240,000	100,987.01-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	42,890.00	215	140,000	340,987.01	244	240,000	100,987.01-
36 00	WATER HYDRANT FEES	217,357	258,430.91	119	1,521,499	1,795,613.04	118	2,608,291	812,677.96
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	600.00	451	931	3,900.00	419	1,600	2,300.00-
39 07	BACKFLOW DEVICE TEST	12,083	13,720.37	114	84,581	96,955.03	115	145,000	48,044.97
39 08	JUMPER METERS	58	850.00	1466	406	1,750.00	431	700	1,050.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	4,000.00	400	7,000	16,000.00	229	12,000	4,000.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	105.42	257	287	437.94	153	500	62.06
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	19,275.79	145	93,205	119,042.97	128	159,800	40,757.03
51 00	SEWER SALES	425,692	447,371.10	105	2,979,844	3,199,871.98	107	5,108,310	1,908,438.02
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	425,692	447,371.10	105	2,979,844	3,199,871.98	107	5,108,310	1,908,438.02
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	643.30	125	3,612	4,290.35	119	6,200	1,909.65
60 00	REUSE WATER	27,737	29,122.51	105	194,159	192,376.72	99	332,851	140,474.28
60 01	REUSE WATER INSTALLATION	583	63.62	11	4,081	3,063.93	75	7,000	3,936.07
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	28,320	29,186.13	103	198,240	195,440.65	99	339,851	144,410.35
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,548,014	5,259,093.58	116	31,836,098	33,960,083.45	107	54,576,227	20,616,143.55
340 ***	CHARGES FOR SERVICES	4,548,014	5,259,093.58	116	31,836,098	33,960,083.45	107	54,576,227	20,616,143.55
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	23,754.29	118	140,749	91,054.39	65	241,295	150,240.61
10 10	SBA	0	.18		0	1.05		0	1.05-
10 *	INTEREST	20,107	23,754.47	118	140,749	91,055.44	65	241,295	150,239.56
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	28,956.29-		0	167,694.68-		0	167,694.68
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	5,201.82-	26	140,749	76,639.24-	55	241,295	317,934.24

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
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
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	15,295.47	1224	8,750	88,681.07	1014	15,000	73,681.07-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	15,295.47	1224	8,750	88,681.07	1014	15,000	73,681.07-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		5,831	3,222.70	55	10,000	6,777.30
365 **	SALES OF SURPLUS SCRAP	833	.00		5,831	3,222.70	55	10,000	6,777.30
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	2,854.63	86	23,331	23,206.04	100	40,000	16,793.96
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	2,854.63	86	23,331	23,206.04	100	40,000	16,793.96
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	2,854.63	86	23,331	23,206.04	100	40,000	16,793.96
360 ***	MISCELLANEOUS REVENUES	25,631	12,948.28	51	179,417	39,770.57	22	307,595	267,824.43
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	1,423.30		0	99,760.00		0	99,760.00-
82 00	CONTRIBUTION S MAINLAND	0	5,327.88		0	265,487.35		0	265,487.35-
83 00	CONTRIBUTION VIERA	0	88,928.10		0	570,451.37		0	570,451.37-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	88,928.10		0	570,451.37		0	570,451.37-
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	12,579	.00		50,316	.00		113,212	113,212.00
99 50	FUND BAL-APPROP. RESERVES	2,602,099	.00		17,989,999	.00		31,000,499	31,000,499.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,614,678	.00		18,040,315	.00		31,113,711	31,113,711.00
389 **	NON OPERATING SOURCES	2,614,678	95,679.28	4	18,040,315	935,698.72	5	31,113,711	30,178,012.28
380 ***	OTHER SOURCES(NON-REV)	2,614,678	95,679.28	4	18,040,315	935,698.72	5	31,113,711	30,178,012.28
FUND TOTAL	WATER/SEWER ENTERPRISE	7,343,639	5,564,576.14	76	51,143,042	37,604,261.51	74	87,861,360	50,257,098.49

REPORT SELECTIONS

Fiscal year . . . . . : 2018
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	696157	561448.23	81	4905867	4049777.00	83	.00	8386699	4336922.00	48
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	7272	.00	0	18256	39300.85	215	.00	54625	15324.15	72
12 **	REGULAR SALARIES & WAGES	703429	561448.23	80	4924123	4089077.85	83	.00	8441324	4352246.15	48
13-00	OTHER SALARIES & WAGES	44562	32834.68	74	311934	244852.21	79	.00	534767	289914.79	46
13 **	OTHER SALARIES & WAGES	44562	32834.68	74	311934	244852.21	79	.00	534767	289914.79	46
14-00	OVERTIME	36516	26011.14	71	255612	257412.67	101	.00	438244	180831.33	59
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	36516	26011.14	71	255612	257412.67	101	.00	438244	180831.33	59
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	1433	110.00	8	9911	16120.00	163	.00	17090	970.00	94
20 **	CLOTHING/SHOE ALLOWANCE	1433	110.00	8	9911	16120.00	163	.00	17090	970.00	94
21-00	FICA TAXES	58143	45348.53	78	407001	337500.68	83	.00	697754	360253.32	48
21 **	FICA TAXES	58143	45348.53	78	407001	337500.68	83	.00	697754	360253.32	48
22-00	RETIREMENT CONTRIBUTIONS	90226	52178.94	58	631582	545530.45	86	.00	1082743	537212.55	50
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90226	52178.94	58	631582	545530.45	86	.00	1082743	537212.55	50
23-00	LIFE/HEALTH INSURANCE	190457	149525.30	79	1333199	1056398.93	79	.00	2285528	1229129.07	46
23-02	LIFE/HEALTH RETIREES	16545	8267.08	50	115815	76462.00	66	1608.00	198547	120477.00	39
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	207002	157792.38	76	1449014	1132860.93	78	1608.00	2484075	1349606.07	46
24-00	WORKER'S COMPENSATION	41291	33970.55	82	289037	257352.80	89	.00	495526	238173.20	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	41291	33970.55	82	289037	257352.80	89	.00	495526	238173.20	52
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2912	1169.49	40	.00	5000	3830.51	23
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2912	1169.49	40	.00	5000	3830.51	23
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	13200	9900.00	75	92400	71000.00	77	.00	158400	87400.00	45
27 **	CAFETERIA PLAN	13200	9900.00	75	92400	71000.00	77	.00	158400	87400.00	45
31-00	PROFESSIONAL SERVICES	147233	9098.60	6	1051467	54485.36	5	156563.40	1787659	1576610.24	12
31-01	LEGAL EXPENSES	6208	1019.20	16	43456	13102.20	30	38936.20	74503	22464.60	70
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	10723	4356.66	41	75061	59608.95	79	69076.05	128685	.00	100
31 **	PROFESSIONAL SERVICES	164664	14474.46	9	1173484	127196.51	11	264575.65	1996847	1605074.84	20
32-00	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	25375	43500.00	171	.00	43500	.00	100
34-00	CONTRACT SERVICES	112311	31065.36	28	790227	137511.84	17	213771.56	1351801	1000517.60	26
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461301	461302.00	100	3229107	3229114.00	100	.00	5535621	2306507.00	58
34 **	CONTRACT SERVICES	573612	492367.36	86	4019334	3366625.84	84	213771.56	6887422	3307024.60	52
39-00	CONTINGENCY	4882	.00	0	125730	.00	0	.00	150149	150149.00	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	4882	.00	0	125730	.00	0	.00	150149	150149.00	0
40-00	TRAVEL AND PER DIEM	2316	.00	0	16212	1415.10	9	.00	27815	26399.90	5
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	2316	.00	0	16212	1415.10	9	.00	27815	26399.90	5
41-00	COMMUNICATION	10645	4067.49	38	74515	58509.66	79	50626.48	127755	18618.86	85
41 **	COMMUNICATION	10645	4067.49	38	74515	58509.66	79	50626.48	127755	18618.86	85
42-00	FREIGHT & POSTAGE SERVICE	3063	1309.02	43	21169	12759.54	60	5594.57	36510	18155.89	50
42 **	FREIGHT & POSTAGE SERVICE	3063	1309.02	43	21169	12759.54	60	5594.57	36510	18155.89	50
43-00	ELECTRIC/WATER/SEWER	202161	152818.30	76	1415127	922204.54	65	1489870.03	2425955	13880.43	99
43 **	ELECTRIC/WATER/SEWER	202161	152818.30	76	1415127	922204.54	65	1489870.03	2425955	13880.43	99
44-00	RENTAL AND LEASES	2451	400.00	16	17966	6491.59	36	2524.46	30250	21233.95	30
44 **	RENTAL AND LEASES	2451	400.00	16	17966	6491.59	36	2524.46	30250	21233.95	30
45-00	INSURANCE	31417	.00	0	219919	285811.27	130	.00	377049	91237.73	76
45 **	INSURANCE	31417	.00	0	219919	285811.27	130	.00	377049	91237.73	76
46-00	REPAIRS & MAINTENANCE	596088	693968.64	116	4277524	3271865.28	77	1881622.60	7257987	2104499.12	71
46-02	REPAIR/MAINT BUILDING	12227	4421.50	36	129999	22379.14	17	35767.21	191139	132992.65	30
46-03	REPAIR/MAINT-VEHICLES	16913	8244.25	49	118391	55410.01	47	5529.28	202998	142058.71	30
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	625228	706634.39	113	4525914	3349654.43	74	1922919.09	7652124	2379550.48	69
47-00	PRINTING & BINDING	585	.00	0	4095	75.00	2	51.00	7050	6924.00	2
47 **	PRINTING & BINDING	585	.00	0	4095	75.00	2	51.00	7050	6924.00	2
48-00	PROMOTIONAL ACTIVITIES	1946	1112.50	57	13062	6067.04	46	2387.60	22802	14347.36	37
48 **	PROMOTIONAL ACTIVITIES	1946	1112.50	57	13062	6067.04	46	2387.60	22802	14347.36	37
49-00	OTHER CHARGES & OBLIG.	3000	1199.65	40	20700	13421.01	65	3025.00	35740	19293.99	46
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	4242.16-	29-	102081	41709.38-	41-	.00	175000	216709.38	24-
49-08	CASH OVER & UNDER	25	10.00	40	175	115.01	66	.00	300	184.99	38
49-09	DOCUMENT RECORDING CHGS	250	389.50	156	1750	108.70-	6-	.00	3000	3108.70	4-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
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.	17858	2643.01-	15-	124706	28282.06-	23-	3025.00	214040	239297.06	12-
52-00	OPERATING SUPPLIES	53980	21527.98	40	372928	408607.00	110	98579.68	642856	135669.32	79
52-07	JANITORIAL SUPPLIES	852	580.23	68	5964	4648.94	78	.00	10240	5591.06	45
52-09	CHEMICALS	270406	219845.81	81	1892842	1649724.24	87	1488849.43	3244883	106309.33	97
52-30	FUEL OIL & LUBRICANTS	24309	3668.80	15	170163	118333.46	70	48065.84	291755	125355.70	57
52-33	EMPLOYEE HEALTH CENTER	3357	.00	0	23499	26330.69	112	13960.31	40291	.00	100
52 **	OPERATING SUPPLIES	352904	245622.82	70	2465396	2207644.33	90	1649455.26	4230025	372925.41	91
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	26236	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	26236	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3156	50.00	2	22092	31796.00	144	.00	37905	6109.00	84
54 **	MEMBERSHIP/PUBLICATIONS	3156	50.00	2	22092	31796.00	144	.00	37905	6109.00	84
55-00	TRAINING	10538	5809.25	55	74066	32184.50	44	10256.00	126782	84341.50	34
55-01	EDA PROGRAM	625	.00	0	4375	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11163	5809.25	52	78441	32184.50	41	10256.00	134282	91841.50	32
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	37912	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	37912	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2614270	50569.00	2	17950030	2594218.36	15	4228471.34	31021380	24198690.30	22
63 **	INFRASTRUCTURE	2614270	50569.00	2	17950030	2594218.36	15	4228471.34	31021380	24198690.30	22
64-00	MACHINERY & EQUIPMENT	109550	76412.00	70	634153	561123.20	89	504244.07	1181936	116568.73	90

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-15	IT HARDWARE	11084	.00	0	76196	110110.87	145	.00	131636	21525.13	84
64 **	MACHINERY & EQUIPMENT	120634	76412.00	63	710349	671234.07	95	504244.07	1313572	138093.86	90
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	63464	.00	0	406116	331660.50	82	365963.19	723448	25824.31	96
68 **	INTANGIBLE ASSETS	63464	.00	0	406116	331660.50	82	365963.19	723448	25824.31	96
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	581	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	581	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	514307	513152.00	100	3598993	3592064.00	100	.00	6170543	2578479.00	58
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722057	414900.00	58	5054399	3412800.00	68	.00	8664686	5251886.00	39
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1236364	928052.00	75	8653392	7004864.00	81	.00	14835229	7830365.00	47
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	641858	641858.00	100	.00	1100328	458470.00	58
95 **	NONOPERATING	91694	91694.00	100	641858	641858.00	100	.00	1100328	458470.00	58
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7343567	3688344.03	50	51142537	28620365.30	56	10750343.30	87861360	48490651.40	45
GRAND	TOTAL *********	7343567	3688344.03	50	51142537	28620365.30	56	10750343.30	87861360	48490651.40	45



FY 2018 Budget by Classification Report - Summary Listing

Through 4/30/18

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	$ 1,426,915		$ 907,967.96	$ 518,947.04	64%
MISCELLANEOUS	$ 3,000		$ (983.70)	$ 3,983.70	-33%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ 101,988.32	$ 791,780.68	11%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 1,008,972.58**	**$ 1,314,711.42**	**43%**
EXPENSE					
SALARIES AND BENEFITS	$ 654,985	$ -	$ 314,896.98	$ 340,088.02	48%
OPERATING EXPENDITURES	$ 452,860	$ 141,816.85	$ 128,360.28	$ 182,682.87	60%
CAPITAL OUTLAY	$ 1,206,244	$ 104,378.20	$ 384,309.39	$ 717,556.41	41%
OTHER SOURCES (NON-REVENUE)	$ 9,595	$ -	$ -	$ 9,595.00	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 246,195.05**	**$ 827,566.65**	**$ 1,249,922.30**	**46%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 1,008,972.58**	**$ 1,314,711.42**	**43%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 246,195.05**	**$ 827,566.65**	**$ 1,249,922.30**	**46%**
	$ -	**$ (246,195.05)**	**$ 181,405.93**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	118,909	120,824.47	102	832,363	907,967.96	109	1,426,915	518,947.04
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	118,909	120,824.47	102	832,363	907,967.96	109	1,426,915	518,947.04
343 **	PHYSICAL ENVIRONMENT	118,909	120,824.47	102	832,363	907,967.96	109	1,426,915	518,947.04
340 ***	CHARGES FOR SERVICES	118,909	120,824.47	102	832,363	907,967.96	109	1,426,915	518,947.04
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	337.08	135	1,750	1,451.65	83	3,000	1,548.35
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	337.08	135	1,750	1,451.65	83	3,000	1,548.35
20 00	DIVIDENDS	0	6.20		0	35.76		0	35.76-
38 00	NET INC/DEC-FMV INVESTMNT	0	441.79-		0	2,471.11-		0	2,471.11
361 **	INTEREST AND OTHR EARNING	250	98.51-	39	1,750	983.70-	56	3,000	3,983.70
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALES OF SURPLUS SCRAP								
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	98.51-	39	1,750	983.70-	56	3,000	3,983.70
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	101,988.32		0	101,988.32-
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	74,480	.00		521,360	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,480	.00		521,360	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,480	.00		521,360	101,988.32	20	893,769	791,780.68
380 ***	OTHER SOURCES(NON-REV)	74,480	.00		521,360	101,988.32	20	893,769	791,780.68
FUND TOTAL	STORMWATER UTILITY	193,639	120,725.96	62	1,355,473	1,008,972.58	74	2,323,684	1,314,711.42

REPORT SELECTIONS

Fiscal year . . . . . : 2018
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	30786	23805.56	77	215518	172051.40	80	.00	369458	197406.60	47
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	4	.00	0	12	31.63	264	.00	32	.37	99
12 **	REGULAR SALARIES & WAGES	30790	23805.56	77	215530	172083.03	80	.00	369490	197406.97	47
13-00	OTHER SALARIES & WAGES	3553	3194.20	90	24871	22998.27	93	.00	42643	19644.73	54
13 **	OTHER SALARIES & WAGES	3553	3194.20	90	24871	22998.27	93	.00	42643	19644.73	54
14-00	OVERTIME	302	343.76	114	2114	2565.07	121	.00	3631	1065.93	71
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	302	343.76	114	2114	2565.07	121	.00	3631	1065.93	71
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	315	550.00	175	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	315	550.00	175	.00	550	.00	100
21-00	FICA TAXES	2441	1858.54	76	17087	13585.76	80	.00	29297	15711.24	46
21 **	FICA TAXES	2441	1858.54	76	17087	13585.76	80	.00	29297	15711.24	46
22-00	RETIREMENT CONTRIBUTIONS	3108	2494.62	80	21756	18028.94	83	.00	37298	19269.06	48
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3108	2494.62	80	21756	18028.94	83	.00	37298	19269.06	48
23-00	LIFE/HEALTH INSURANCE	9271	7432.72	80	64897	52710.59	81	.00	111261	58550.41	47
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	9271	7432.72	80	64897	52710.59	81	.00	111261	58550.41	47
24-00	WORKER'S COMPENSATION	4387	4052.61	92	30709	29255.32	95	.00	52655	23399.68	56
24 **	WORKER'S COMPENSATION	4387	4052.61	92	30709	29255.32	95	.00	52655	23399.68	56

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	440.00	65	4760	3120.00	66	.00	8160	5040.00	38
27 **	CAFETERIA PLAN	680	440.00	65	4760	3120.00	66	.00	8160	5040.00	38
31-00	PROFESSIONAL SERVICES	14365	.00	0	75812	22722.30	30	112936.00	147641	11982.70	92
31-01	LEGAL EXPENSES	41	.00	0	287	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	400	212.52	53	2800	2342.43	84	2466.57	4809	.00	100
31 **	PROFESSIONAL SERVICES	14806	212.52	1	78899	25064.73	32	115402.57	152950	12482.70	92
34-00	CONTRACT SERVICES	416	.00	0	2912	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7632	7633.00	100	53424	53431.00	100	.00	91595	38164.00	58
34 **	CONTRACT SERVICES	8048	7633.00	95	56336	53431.00	95	.00	96595	43164.00	55
39-00	CONTINGENCY	2501	.00	0	17507	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2501	.00	0	17507	.00	0	.00	30015	30015.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	2800	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	2800	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	200	.00	0	1400	361.88	26	1138.12	2403	903.00	62
41 **	COMMUNICATION	200	.00	0	1400	361.88	26	1138.12	2403	903.00	62
42-00	POSTAGE & FREIGHT	83	.00	0	581	136.25	24	180.00	1000	683.75	32
42 **	POSTAGE & FREIGHT	83	.00	0	581	136.25	24	180.00	1000	683.75	32
43-00	ELECTRIC/WATER/SEWER	1625	891.85	55	11375	6426.63	57	12135.65	19500	937.72	95
43 **	ELECTRIC/WATER/SEWER	1625	891.85	55	11375	6426.63	57	12135.65	19500	937.72	95
44-00	RENTALS AND LEASES	876	.00	0	3463	.00	0	4900.00	7850	2950.00	62
44 **	RENTALS AND LEASES	876	.00	0	3463	.00	0	4900.00	7850	2950.00	62
45-00	INSURANCE	625	.00	0	4375	5631.75	129	.00	7510	1878.25	75
45 **	INSURANCE	625	.00	0	4375	5631.75	129	.00	7510	1878.25	75

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	3291	818.92	25	25789	8865.08	34	.00	42250	33384.92	21
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2352	2308.57	98	16464	12811.25	78	4707.45	28235	10716.30	62
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	5643	3127.49	55	42253	21676.33	51	4707.45	70485	44101.22	37
47-00	PRINTING & BINDING	83	.00	0	581	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	581	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	416	.00	0	2912	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	833	159.63-	19-	5831	8524.08-	146-	.00	10000	18524.08	85-
49 **	OTHER CHARGES & OBLIG.	1249	159.63-	13-	8743	8524.08-	98-	.00	15000	23524.08	57-
52-00	OPERATING SUPPLIES	1148	1482.37	129	8036	8914.60	111	2894.65	13780	1970.75	86
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1913	.00	0	13391	12323.31	92	.00	22964	10640.69	54
52-33	EMPLOYEE HEALTH CENTER	125	.00	0	875	1049.59	120	458.41	1508	.00	100
52 **	OPERATING SUPPLIES	3186	1482.37	47	22302	22287.50	100	3353.06	38252	12611.44	67
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	83	.00	0	581	650.00	112	.00	1000	350.00	65
54 **	MEMBERSHIP/PUBLICATIONS	83	.00	0	581	650.00	112	.00	1000	350.00	65
55-00	TRAINING	375	.00	0	2625	1218.29	46	.00	4500	3281.71	27
55 **	TRAINING	375	.00	0	2625	1218.29	46	.00	4500	3281.71	27
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

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	85869	6554.96	8	625826	270746.23	43	73689.77	1055180	710744.00	33
63 **	INFRASTRUCTURE	85869	6554.96	8	625826	270746.23	43	73689.77	1055180	710744.00	33
64-00	MACHINERY & EQUIPMENT	12588	.00	0	88116	113563.16	129	30688.43	151064	6812.41	96
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	12588	.00	0	88116	113563.16	129	30688.43	151064	6812.41	96
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	806	.00	0	5559	.00	0	.00	9595	9595.00	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	806	.00	0	5559	.00	0	.00	9595	9595.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	193623	63364.57	33	1355361	827566.65	61	246195.05	2323684	1249922.30	46
GRAND	TOTAL *********	193623	63364.57	33	1355361	827566.65	61	246195.05	2323684	1249922.30	46

Legislation Details (With Text)

File #:	18-192	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/14/2018			**In control:**	City Council
On agenda:	5/22/2018			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	April FY 2018 EXPENSE Budget Tracking Worksheet.pdf April FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2018
Agenda Date: May 22, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Lora Howell, Interim Finance Director
Requested Action:
FY 2018 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 2018 thru April 30, 2018.

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 2018 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
12/27/17	001-1000-511.52-00	(145)	COUNCIL D. BOISVERT UPGRD TO I-PHONE-6 & CASE		1002
	001-1000-511.41-00	145			
01/02/18	001-1000-511.52-00	(100)	PAY ANNUAL DUES FOR MAYOR FOR CIV/MILITARY COUNCIL		1058
	001-1000-511.54-00	100			
2	Budget Amendments/Transfers		Division 1000 Total	$0	
1103 - INFORMATION TECHNOLOGY					
11/14/17	001-1103-516.44-00	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-1103-516.52-00	3,825			
	001-1103-516.44-00	8,896			
	001-1103-516.52-00	750	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-1103-516.52-00	1,251			
	001-1103-516.44-00	1,400			
	001-1103-516.44-00	1,917			
	001-1103-516.44-00	2,947			
	001-1103-516.44-00	4,311			
	001-1103-516.52-00	6,408			
	001-1103-516.44-00	7,209			
12/20/17	001-1103-516.64-15	(6,675)	COVER RENOVATION OF EOC CARRY OVER FROM FY17		962
	001-1103-516.64-00	6,675			
01/23/18	001-1103-516.44-00	(43,435)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1103-516.41-00	6,948			
	001-1103-516.46-00	33,318			
	001-1103-516.34-00	38,950			
	001-1103-516.52-00	131,724			
03/27/18	001-1103-516.34-00	35,781	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2292
	001-1103-516.52-00	131,724			
	001-1103-516.52-00	(131,724)			2293
	001-1103-516.34-00	(35,781)			
04/16/18	001-1103-516.34-00	(4,363)	CORRECT NEGATIVE BALANCE FROM INFO TECH SUBSCRIP		2573

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/16/18	001-1103-516.55-00	4,363	CORRECT NEGATIVE BALANCE FROM INFO TECH SUBSCRIP		2573
	001-1103-516.64-15	(13,500)	MOVE COSTS FOR LICENSING SOFTWARE FOR NEW SERVER		2572
	001-1103-516.52-00	13,500			
8	Budget Amendments/Transfers		Division 1103 Total	$207,329	
1500 - FINANCE GENERAL ACCOUNTNG					
11/06/17	001-1500-513.52-00	(250)	COVER COST OF ADVERTISMNT FOR INVEST MNGMT RFQ		382
	001-1500-513.49-02	250			
12/18/17	001-1500-513.49-00	2,682	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
02/05/18	001-1500-513.12-00	(56,901)	EMPLOYEE ENTERED DROP JAN 1 - MOVE SALARY & WAG		1586
	001-1500-513.12-12	5,905			
	001-1500-513.13-00	50,996			
03/27/18	001-1500-513.12-12	27,739	CONTINGENCY - EMPLOYE RET AND STANTEC CONSULTING		2282
4	Budget Amendments/Transfers		Division 1500 Total	$30,421	
1505 - PURCHASING					
03/22/18	001-1505-513.12-00	(1,664)	COVER ACCRUAL PAYOUTS FOR EMPLOYEE		2191
	001-1505-513.12-12	1,664			
1	Budget Amendments/Transfers		Division 1505 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
12/18/17	001-1510-536.52-00	(2,682)	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
02/27/18	001-1510-536.52-00	(176)	RECLASS SUB COSTS FOR LASERFICHE SERVER		1884
	001-1510-536.46-00	176			
04/19/18	001-1510-536.12-00	(2,000)	ADD OVERTIME TO COVER VACANT POSITIONS / WORK		2628
	001-1510-536.14-00	2,000			
3	Budget Amendments/Transfers		Division 1510 Total	($2,682)	
1600 - GENERAL OPERATIONS					
11/14/17	001-1600-513.39-00	(90,440)	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
01/23/18	001-1600-513.39-00	(167,505)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1600-513.39-00	(24,360)	FEDERAL LOBBYING SERVICES WERE NOT BUDGETED		1420
	001-1600-513.31-00	24,360			
03/22/18	001-1600-513.48-00	(900)	CIGNA WELLNESS PROGRAMS PROMO ACTIVITIES BUDGT		2190
	001-1600-513.48-00	900			
03/27/18	001-1600-513.39-00	(76,000)	ADD TO NON-RETAINER COST FOR CITY ATTORNEY		2283
	001-1600-513.31-01	76,000			
	001-1600-513.39-00	(42,844)	CONTINGENCY - EMPLOYE RET AND STANTEC CONSULTING		2282
	001-1600-513.31-00	15,105			
	001-1600-513.39-00	167,505	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2293
04/24/18	001-1600-513.39-00	(5,473)	ENDEAVOUR BOOK PROJECT FUND GRANT APPLICATION		2710

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
04/24/18	001-1600-513.83-01	5,473	ENDEAVOUR BOOK PROJECT FUND GRANT APPLICATION		2710
8	Budget Amendments/Transfers		Division 1600 Total	($118,179)	
1601 - EMERGENCY/DISASTER SVS					
11/14/17	001-1601-525.34-00	90,440	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
1	Budget Amendments/Transfers		Division 1601 Total	$90,440	
1801 - HUMAN RESOURCES					
01/31/18	001-1801-513.46-00	(82)	COVER THE COST OF TENURE BADGES FOR FY18		1496
	001-1801-513.47-00	82			
04/05/18	001-1801-513.46-00	(200)	BDGET TXFR WELLNESS EVENT REIMB		2394
	001-1801-513.31-00	200			
	001-1801-513.55-00	(280)	BUDGET TXFR HR CONFERENCE		2392
	001-1801-513.40-00	280			
3	Budget Amendments/Transfers		Division 1801 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
11/01/17	001-2100-521.46-00	1,890	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2100-521.44-00	(3,362)	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.44-00	(1,760)			
	001-2100-521.41-00	1,122			
	001-2100-521.31-00	3,000			
	001-2100-521.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2100-521.44-00	(2,050)			
	001-2100-521.44-00	(2,010)			
	001-2100-521.52-00	(1,408)			
11/28/17	001-2100-521.44-00	(4,387)	TASER CARTRIDGES RECLASS TO OPERATING FROM LEASES		588
	001-2100-521.52-00	4,387			
12/15/17	001-2100-521.64-01	(23,464)	MOVE FUNDS INTO JAG GRANT PROJECT NUMBER		888
	001-2100-521.64-01	23,464			
01/31/18	001-2100-521.55-00	(2,000)	MOVE FUNDS FROM TRAINING TO TRAVEL AND PER DIEM		1496
	001-2100-521.40-00	2,000			
03/14/18	001-2100-521.44-00	(13,000)	UNBDGTD TRAVEL, UNIFORMS, ANNL RPRT AND BCKGRND CHK		2097
	001-2100-521.47-00	500			
	001-2100-521.31-00	2,500			
	001-2100-521.40-00	4,000			
	001-2100-521.52-00	6,000			
04/05/18	001-2100-521.46-03	(233)	BUDGET TXFR TITLE & TAG REPLACEMENT MOTORCYCLE		2393
	001-2100-521.49-00	233			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
9	Budget Amendments/Transfers		Division 2100 Total	($6,279)	
2101 - POLICE COMMUNICATIONS					
11/01/17	001-2101-521.46-00	(1,890)	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2101-521.44-00	(3,149)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2101-521.52-00	(2,000)			
2	Budget Amendments/Transfers		Division 2101 Total	($7,039)	
2132 - CODE ENFORCEMENT					
11/14/17	001-2132-524.41-00	1,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2132-524.44-00	(1,400)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2132-524.52-00	(1,251)			
03/14/18	001-2132-524.40-00	(178)	ATTEND F.A.C.E. TRAINING FOR CODE ENFORCEMENT		2097
	001-2132-524.55-00	178			
3	Budget Amendments/Transfers		Division 2132 Total	($1,651)	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
11/14/17	001-2200-522.44-00	(1,917)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/13/18	001-2200-522.52-00	(3,887)	TXFR MOBILE EYES FIRE SFT TO CONTRACT SERVICES		1686
	001-2200-522.34-00	3,887			
4	Budget Amendments/Transfers		Division 2200 Total	$25,601	
2201 - FIRE OPERATIONS					
12/15/17	001-2201-522.46-00	(467)	CORRECT BUDGET SHORTFALL DUE TO MISCALCULATION		890
	001-2201-522.64-00	467			
12/27/17	001-2201-522.64-00	(5,862)	BDGT TXFR LIFE PACK SERV AGREE FRM CAPITAL TO R&M		1004
	001-2201-522.46-00	5,862			
01/31/18	001-2201-522.64-00	149	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR		1496
	001-2201-522.52-00	(149)	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR INV		1496
03/22/18	001-2201-522.12-00	(2,891)	COVER SICK AND VACATION ACCRUAL PAYOUTS		2191
	001-2201-522.12-12	2,891			
03/27/18	001-2201-522.52-00	2,476	PROVIDE BUDGET FOR LUCAS CHEST COMPRESSION GRANT		2284
	001-2201-522.64-00	13,877			
6	Budget Amendments/Transfers		Division 2201 Total	$16,353	
3200 - ADMINISTRATION					
11/14/17	001-3200-515.44-00	(2,256)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/20/17	001-3200-515.49-00	(4,114)	CLOSING COSTS FOR ACQUSTN OF 1408 DONNA AVENUE		962
	001-3200-515.61-00	4,114			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/27/18	001-3200-515.31-00	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
04/23/18	001-3200-515.52-00	(150)	COVER A SHORTAGE FOR VERIZON BILL		2660
	001-3200-515.41-00	150			
4	Budget Amendments/Transfers		Division 3200 Total	$29,544	
3205 - ECONOMIC DEVELOPMENT					
12/05/17	001-3205-559.49-05	(18,715)	NO FUNDS BUDGETED FOR PROJECT # CS17FA IN FY18		698
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-05	18,715			
12/18/17	001-3205-559.49-05	(18,715)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	(13,350)			
	001-3205-559.49-05	(7,767)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,767			
	001-3205-559.49-06	13,350			
	001-3205-559.49-05	18,715			
01/31/18	001-3205-559.42-00	(20)	COVER TABLECLOTH RENTAL FOR COCOA JOB FAIR		1496
	001-3205-559.44-00	20			
02/07/18	001-3205-559.47-00	(191)	COVER HOSTING AND SUPPRT FOR ECON DEV WEBSITE		1619
	001-3205-559.46-00	191			
4	Budget Amendments/Transfers		Division 3205 Total	$0	
3290 - LEISURE SERVICES					
11/14/17	001-3290-574.24-00	646	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3290-574.22-00	878			
	001-3290-574.21-00	893			
	001-3290-574.13-00	11,669			
	001-3290-574.44-00	(2,055)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
2	Budget Amendments/Transfers		Division 3290 Total	$12,031	
3500 - ADMINISTRATION					
11/14/17	001-3500-519.44-00	(907)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3500-519.52-00	(500)			
02/07/18	001-3500-519.12-00	(127)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3500-519.12-12	127			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2	Budget Amendments/Transfers		Division 3500 Total	($1,407)	
3510 - PUBLIC WORKS MAINTENANCE					
03/27/18	001-3510-541.63-00	(300,000)	STONE STREET STREETSCAPE PROJECT BID		2285
	001-3510-541.63-00	(40,000)			
	001-3510-541.63-00	40,000			
	001-3510-541.63-00	300,000			
04/12/18	001-3510-541.63-00	(5,000)	COVER CHURCH ST BAFFLE BX AND PROVOST PARKING LOT		2545
	001-3510-541.31-00	5,000			
2	Budget Amendments/Transfers		Division 3510 Total	$0	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
11/29/17	001-3520-572.34-09	(5,000)	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638
	001-3520-572.14-00	5,000			
12/05/17	001-3520-572.52-00	(2,490)	MOVE FROM OPER TO CAP FOR CHRISTMAS TREE PRCHSE		699
	001-3520-572.64-00	2,490			
12/12/17	001-3520-572.34-09	(35,000)	INMATE WORK SQUAD FROM FL DEPT OF CORRECTIONS		894
	001-3520-572.52-00	(14,866)			
	001-3520-572.34-00	49,866			
02/05/18	001-3520-572.12-00	(45,906)	EMPLOYEE ENTERED DROP JUN 1 - MOVE SALARY & WAG		1586
	001-3520-572.13-00	45,906			
03/16/18	001-3520-572.34-00	(15,000)	COVER OVERTIME AND PLANT REPLACEMENTS UNBUDGTD		2123
	001-3520-572.52-00	5,000			
	001-3520-572.14-00	10,000			
6	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/14/17	001-3540-519.44-00	(540)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3540-519.52-00	(250)			
02/07/18	001-3540-519.12-00	(110)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3540-519.20-00	110			
2	Budget Amendments/Transfers		Division 3540 Total	($790)	
3560 - FACILITY MANAGEMENT					
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
11/14/17	001-3560-519.12-00	(11,669)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.21-00	(893)			
	001-3560-519.22-00	(878)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/14/17	001-3560-519.24-00	(646)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.44-00	(1,500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/07/18	001-3560-519.12-00	(534)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3560-519.12-12	534			
03/05/18	001-3560-519.46-02	(15,000)	PUBLIC WORKS COMPOUND NEW FENCE INSTALLATION		1953
	001-3560-519.63-00	15,000			
5	Budget Amendments/Transfers		Division 3560 Total	($15,586)	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
04/05/18	001-3580-519.64-00	(32,100)	BUDGET TXFR DIGI MSG BRD		2391
	001-3580-519.63-00	32,100			
2	Budget Amendments/Transfers		Division 3580 Total	$0	
83	Total Budget Amendments/Transfers		**GENERAL FUND**	**$258,106**	
3240 - HOUSING GRANTS					
12/05/17	105-3240-554.83-00	(2,605)	SHIP HOUSING COUNSELING FUNDS RECLASS TO ADMIN		699
	105-3240-554.34-00	2,605			
1	Budget Amendments/Transfers		Division 3240 Total	$0	
1	Total Budget Amendments/Transfers		**SHIP/COCOA HOUSING TRUST**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/30/17	110-3230-559.63-00	(12,706)	COVER DEMOLISHING & BLDNG PLAYGROUND IN LEE WENNER		646
	110-3230-559.31-00	12,706			
12/05/17	110-3230-559.39-00	(35,000)	COVER COSTS FOR DEVELPMNT OF 5 YR COCOA WTRFRNT PLN		699
	110-3230-559.31-00	35,000			
12/27/17	110-3230-559.52-00	(1)	BUDGET TXFR CRA PROF SRV ROUNDING ERROR CORRECT		1003
	110-3230-559.31-00	1			
01/23/18	110-3230-559.83-00	(27,910)	COVER LEE WENNER CONNECTR SHORTFALL OF FUNDS		1419
	110-3230-559.63-00	27,910			
03/13/18	110-3230-559.63-00	(1,000)	DEMOLISH COAST GUARD BUILDING		2143
	110-3230-559.31-00	1,000			
	110-3230-559.63-00	(2,253)	DOMOLISH PLAYGROUP EQU		2144
	110-3230-559.31-00	2,253			
	110-3230-559.63-00	(14,825)	PEDESTRIAN LIGHTING RIVERFRONT CONNECTOR		2142
	110-3230-559.63-00	14,825			
04/13/18	110-3230-559.39-00	(100)	COVER NEW WATER HEATER FOR COCOA VILLAGE POST OF		2555
	110-3230-559.46-00	100			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
8	Budget Amendments/Transfers		Division 3230 Total	$0	
	8 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
02/21/18	111-3230-559.83-00	(198)	COVER STORMWATER EXPNS FOR WHALEY STREET PROPRTY		1817
	111-3230-559.43-00	198			
	111-3230-559.83-00	(1,000)	TXFR FOR DIAMOND SQUARE LEGAL EXPENSE ACCT		1817
	111-3230-559.31-01	1,000			
04/02/18	111-3230-559.12-00	(1)	COVER OVERTIME COSTS FOR EMPLOYEE		2320
	111-3230-559.14-00	1			
04/25/18	111-3230-559.83-00	(3,051)	INSTALL BENCH AND WASTE CAN AT ROSA L BUS STOP		2687
	111-3230-559.42-00	423			
	111-3230-559.64-00	2,628			
4	Budget Amendments/Transfers		Division 3230 Total	$0	
	4 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
1600 - GENERAL OPERATIONS					
03/13/18	201-1600-513.72-00	5,853	TAX RATE INCREASE IN SERIES 2010 NOTE		2126
1	Budget Amendments/Transfers		Division 1600 Total	$5,853	
	1 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$5,853**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
11/03/17	301-3580-519.62-00	(12,866)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.62-00	(12,470)			
	301-3580-519.64-00	12,470			
	301-3580-519.64-00	12,866			
11/14/17	301-3580-519.62-00	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
02/14/18	301-3580-519.62-00	(13,000)	MOVE FIRE STN A/C UNITS TO MACHINERY & EQUIPMNT		1727
	301-3580-519.62-00	(10,000)			
	301-3580-519.64-00	10,000			
	301-3580-519.64-00	13,000			
04/10/18	301-3580-519.62-00	(11,846)	FIRE STATIONS 2 & 3 TXFR FROM BLDNGS TO MACHINERY		2488
	301-3580-519.62-00	(10,972)			
	301-3580-519.64-00	10,972			
	301-3580-519.64-00	11,846			
5	Budget Amendments/Transfers		Division 3580 Total	$15,000	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
5 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			
01/17/18	421-1515-536.64-00	(338)	INSTALL KRONOS TIME CLOCK AT UTILITY COMPOUND		1294
	421-1515-536.46-00	338			
03/22/18	421-1515-536.12-00	(165)	COVER SHOE ALLOWANCE THREE NEW HIRES		2191
	421-1515-536.20-00	165			
04/25/18	421-1515-536.12-00	(27,739)	COVER RETIREMENT ACCRUAL OF LONGTIME EMPLOYEE		2687
	421-1515-536.12-12	27,739			
4 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
11/14/17	421-4010-536.44-00	(1,792)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4010-581.91-01	3,700			
	421-4010-581.91-01	9,021			
11/22/17	421-4010-536.31-01	(50,000)	ASSOCIATE BUDGET WITH PROJECT # WS0919		558
	421-4010-536.31-01	50,000			
12/12/17	421-4010-536.39-00	(433,988)	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4010-536.39-00	(23,792)	FY17 TO FY18 CONTINUATION OF WORK		893
	421-4010-536.31-00	23,792			
12/15/17	421-4010-536.34-00	(2,802)	PRCHSE CITY BRANDED WATER BOTTLES - 360 CASES		890
	421-4010-536.34-00	(1,360)			
	421-4010-536.42-00	1,360			
	421-4010-536.48-00	2,802			
8 Budget Amendments/Transfers			Division 4010 Total	1,034,504)	
4020 - DYAL PLANT					
11/14/17	421-4020-536.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4020-536.44-00	(1,704)			
12/12/17	421-4020-536.63-00	430,261	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-4020-536.63-00	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
	421-4020-536.46-00	(255,000)	ALLOW CONTIN OF WORK ON GROUNDWATER FILTER #6		1268
	421-4020-536.63-00	255,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/27/18	421-4020-536.46-00	(77,501)	FILTER MEDIA REPLACEMENT DYAL FILTER #6 (WS18FM)		1950
	421-4020-536.63-00	77,501			
03/16/18	421-4020-536.63-00	(15,053)	PHASE 3 OF CMMS NEEDS ADDTNL FUNDS.		2122
	421-4020-536.63-00	15,053			
03/29/18	421-4020-536.12-00	(711)	COVER COST OF ACCRUAL PAYOUTS FOR EMPLOYEE		2281
	421-4020-536.12-12	711			
04/24/18	421-4020-536.63-00	(199,500)	COMBINE WS18DG & WS18AS AND ADD FNDS FOR SCADA		2712
	421-4020-536.63-00	(170,000)			
	421-4020-536.63-00	(160,000)			
	421-4020-536.63-00	(153,443)			
	421-4020-536.63-00	682,943			
8	Budget Amendments/Transfers		Division 4020 Total	$538,769	
4025 - WATER FIELD OPERATIONS					
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
11/14/17	421-4025-536.44-00	(2,750)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4025-536.52-00	(700)			
11/22/17	421-4025-536.46-00	(35,199)	FINALIZE SCHOOLHOUSE LANE WATER MAIN REPLACEMENT		559
	421-4025-536.63-00	35,199			
12/12/17	421-4025-536.46-00	433,988	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4025-536.63-00	36,394	FY17 TO FY18 CONTINUATION OF WORK		889
01/23/18	421-4025-536.46-00	(10,368)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	421-4025-536.52-00	10,368			
02/07/18	421-4025-536.12-00	(8,802)	COVER SICK AND VACATION ACCRUAL PAYOUT 3 EMPS		1619
	421-4025-536.12-12	8,802			
03/13/18	421-4025-536.46-00	(113,758)	PRCHS REPLACEMENT TRAILER EXCAVATOR AND EQUIPMENT		2125
	421-4025-536.64-00	113,758			
04/17/18	421-4025-536.46-00	(100,000)	COVER COST OF ALL RADIO READ METERS INSTALLATIONS		2591
	421-4025-536.46-00	100,000			
04/23/18	421-4025-536.46-02	(36,290)	REPLACE AC CONTROLS ON UTILITIES BUILDING		2660
	421-4025-536.64-00	36,290			
04/24/18	421-4025-536.46-00	(350,000)	FND ALL TERRN TRCTR CO ROAD REST. SERVICES		2711
	421-4025-536.46-00	350,000			
12	Budget Amendments/Transfers		Division 4025 Total	$1,279,867	
4055 - ENGINEERING					
11/03/17	421-4055-536.63-00	(49,440)	COVER DESIGN COSTS FOR SR 501 / CLRLKE - WS18UR		362
	421-4055-536.63-00	49,440			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/12/17	421-4055-536.68-10	197,624	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4055-536.63-00	319,360			
12/18/17	421-4055-536.63-00	(22,230)	FY17 TO FY18 CONTINUATION OF TWO WS PROJECTS		907
	421-4055-536.63-00	10,045			
	421-4055-536.63-00	12,185			
01/16/18	421-4055-536.68-10	(4,176)	PURCHSE TWO WORKSTATIONS FOR UTILITIES POSITIONS		1266
	421-4055-536.64-15	4,176			
4	Budget Amendments/Transfers		Division 4055 Total	$516,984	
4120 - WATER RECLAMATION					
11/14/17	421-4120-536.44-00	(2,100)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/12/17	421-4120-536.63-00	84,315	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4120-536.46-00	(10,000)	MOVE FNDS TO OPERATING FOR SFTWARE LICNSE RENEW		891
	421-4120-536.52-00	10,000			
12/27/17	421-4120-536.34-00	(11,000)	BDGT TXFR MOW EQ SELLERS MOVE CONTRACT TO INHOUSE		1005
	421-4120-536.52-00	(883)			
	421-4120-536.64-00	11,883			
02/27/18	421-4120-536.31-00	(65,000)	BAR SCREENING SYSTEM REPAIRS WASTEWATER		1951
	421-4120-536.46-02	(9,105)			
	421-4120-536.31-00	6,670			
	421-4120-536.46-00	67,435			
03/16/18	421-4120-536.46-02	(5,000)	COVER WASTEWATER FACILITY PERMIT APPLICATION RENEWA		2123
	421-4120-536.31-00	5,000			
04/05/18	421-4120-536.46-00	(11,875)	BUDGET TXFR SELLERS AC		2390
	421-4120-536.64-00	11,875			
7	Budget Amendments/Transfers		Division 4120 Total	$82,215	
4125 - SEWER FIELD OPERATIONS					
11/03/17	421-4125-536.34-00	(11,200)	PURCHASE MOWER & TRAILER FOR LIFT STATION MAINT		364
	421-4125-536.64-00	11,200			
11/14/17	421-4125-536.44-00	(550)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4125-536.52-00	(125)			
12/12/17	421-4125-536.63-00	55,518	FY17 TO FY18 CONTINUATION OF WORK		889
03/26/18	421-4125-536.46-00	(34,796)	FUND WS1409 FOR LIFT STATION REHAB BY DANUS		2233
	421-4125-536.46-00	34,796			
04/16/18	421-4125-536.55-00	(300)	COVER CDL RENEWALS FOR SFO EMPLOYEES		2573
	421-4125-536.49-00	300			
5	Budget Amendments/Transfers		Division 4125 Total	$54,843	
48	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$1,438,174**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270
11/14/17	423-3570-538.44-00	(910)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	423-3570-581.91-01	910			
12/18/17	423-3570-538.31-00	(80,000)	PROJECT # NOT BUDGETED IN FY18 BUDGET		870
	423-3570-538.31-00	80,000			
02/07/18	423-3570-538.12-00	(32)	COVER SICK AND VACATION ACCRUAL PAYOUTS		1619
	423-3570-538.12-12	32			
02/13/18	423-3570-538.46-00	(5,500)	TXFR FOR LRGE TRACH HOE RENTAL FOR SR524 JOB		1686
	423-3570-538.44-00	5,500			
03/22/18	423-3570-538.63-00	(13,338)	ADD STORMWATER INFRST ACCT LINE TO FACT ST DRAI		2190
	423-3570-538.63-00	13,338			
03/23/18	423-3570-538.63-00	(27,641)	MOVE FNDS FROM STONE ST TO STORMWATER STUDY		2220
	423-3570-538.31-00	27,641			
04/12/18	423-3570-538.63-00	(5,000)	COVER CHURCH ST BAFFLE BX AND PROVOST PARKING LOT		2545
	423-3570-538.31-00	5,000			
8 Budget Amendments/Transfers			Division 3570 Total	$327,407	
8 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	
1801 - HUMAN RESOURCES					
04/24/18	520-1801-513.24-00	643,439	FULL SETTLEMENT AMOUNT AND WC MEDICARE SET ASIDE		2708
	520-1801-513.24-00	680,000			
1 Budget Amendments/Transfers			Division 1801 Total	$1,323,439	
1 Total Budget Amendments/Transfers			**SELF INSURANCE CLAIM FUND**	**$1,323,439**	

159 Transfers & Amendments between 10/1/2017 and 4/30/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS	**3,367,979**

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 2018 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 4/30/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
11/14/17	001-0000-381.91-23	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-0000-381.91-21	12,721			
02/27/18	001-0000-389.99-50	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
03/27/18	001-0000-338.10-01	16,353	PROVIDE BUDGET FOR LUCAS CHEST COMPRESSION GRANT		2284
	001-0000-389.99-50	167,505	PURCHASE OF NEW PHONE SYSTEM FOR CITY		2292
6 Budget Amendments/Transfers			Division 0000 Total	$258,106	
6 Total Budget Amendments/Transfers			**GENERAL FUND**	**$258,106**	
03/13/18	201-0000-389.99-50	5,853	TAX RATE INCREASE IN SERIES 2010 NOTE		2126
1 Budget Amendments/Transfers			Division 0000 Total	$5,853	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$5,853**	
11/14/17	301-0000-389.99-50	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
12/12/17	421-0000-389.99-50	1,123,472	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-0000-389.99-11	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
3 Budget Amendments/Transfers			Division 0000 Total	$1,438,174	
3 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,438,174**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	
04/24/18	520-0000-369.90-06	643,439	FULL SETTLEMENT AMOUNT AND WC MEDICARE SET ASIDE		2708
	520-0000-369.90-06	680,000			
1 Budget Amendments/Transfers			Division 0000 Total	$1,323,439	
1 Total Budget Amendments/Transfers			**SELF INSURANCE CLAIM FUND**	**$1,323,439**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
13	**Transfers & Amendments between 10/1/2017 and 4/30/2018**			
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**3,367,979**

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.