City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, May 8, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-180 Approve the Agenda for the Regular meeting of May 8, 2019, as presented or with amendments.

Attachments: 05-08-19 Short Agenda.pdf

MINUTES:

II.2(a) 19-181 Approve the Minutes for the FY 2019 Financial Update & FY 2020 Budget Priority Workshop held on March 14, 2019, as written or with amendments.

Attachments: 03-14-19 Budget Workshop.pdf

EXHIBIT A: 2020 Budget Kickoff Workshop (031419) JAT Revised.pdf

II.2(b) 19-182 Approve the Minutes for the Utilities Workshop held on April 2, 2019, as written or with amendments.

Attachments: 04-02-19 Utility Workshop.pdf

Exhibit A - Utility Handbook Presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-183 Presentation by Catherine Alexander regarding "The Power of Public Art, City of Cocoa". (Councilmember Koss)

Attachments: The POWER of Public Art City of Cocoa.pdf

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

Attachments: IEMO III Certificate and Letter.pdf

III.3 19-190 Proclamation: Proclaiming the Week of May 5-11, 2019 as "Drinking Water Week". (Utilities Director)

Attachments: Drinking Water Week.pdf

III.4 19-193 Proclamation: Proclaiming the week of May 19-25, 2019 as "National Public Works Week". (Public Works Director)

Attachments: National Public Works Week.pdf

III.5 19-195 Proclamation: Proclaiming May, 2019 as "National Water Safety Month" and May 15, 2019 as "International Water Safety Day". (Connie Harvey)

Attachments: National Water Safety Month & International Water Safety Day.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 19-147 Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) Submersible Mixers from Ovivo USA, LLC, Salt Lake City, Utah, for the Sellers Water Reclamation Facility. (Utilities Director)

Attachments: Resolution No. 2019-036: Sole Source - Ovivo USA

02_11_19 Signed Amendment to PO Terms & Conditions

Sole Source Letter - Ovivo.pdf

QSSW100724 - Jerry Sellers - Cocoa FL_4 23 19.pdf

V.2 19-175 Approve Amendment No. 1 to Task Order 2019-04 with Carollo Engineers Inc., Orlando, Florida, for the SCADA Programming Services VTScada, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)

Attachments:
- TO (2019-04.1) CAROLLO 4.22.19 - $34346.80 - UT-SE
- T.O. 2019-04.1 - Proposal
- Engineering Services Fee
- Overall Engineering Services Fee
- Budget Resolution - T.O. 2019-04.1
- BAF-UT-Carollo PO74249 (5-8-19) Agenda 19-175.pdf

VI. PUBLIC HEARINGS:

VI.1 19-172 Approve the first reading of Ordinance No. 03-2019 revoking the economic ad valorem tax exemption previously granted to Cross Brands Manufacturing, L.L.C. (Community Services Director)

Attachments:
- 03-2019 AVT Revocation - Cross Brands
- Ad Valorem Tax Abatement Economic Incentive Agreement (Executed, recorde
- Economic Development Incentive Grant Agreement (fully executed, recorded)
- Notice of Termination - Grant Agt - Cross Brands
- Notice of Termination - Incentive Agt - Cross Brands
- NOTICE OF PUBLIC HEARINGOrderConf

VI.2 19-186 Approve the first reading of Ordinance No. 05-2019 revoking the economic ad valorem tax exemption previously granted to Diamondback CNC, LLC. (Community Services Director)

Attachments:
- Ordinance No. 05-2019: AVT Revocation - Diamondback
- Notice of Termination - Incentive Agt - Diamondback
- DiamondbackCNCLLC_Executed EDAgreement
- 2014-018 (Ad Valorem Tax Ememptions)
- 2012-028 (Certifying Diamondback CNC, LLCs application)
- 08-2012 (Ad Valorem TAx Exemption)
- NOTICE OF PUBLIC HEARINGOrderConf

VI.3 19-185 Approve the first reading of Ordinance No. 06-2019 revoking the economic ad valorem tax exemption previously granted to GeNO, LLC, n/k/a Vero Biotech, LLC. (Community Services Director)

Attachments:
- Ordinance No. 06-2019: Revoke AVT Exemption GeNO
- Notice of Termination - Grant Agt - GeNO
- Notice of Termination - Incentive Agt - GeNO
- Ord. 12-2015 (Project Taylor Ad Valorem Tax Exemption)
- 2014-018 (Ad Valorem Tax Ememptions)
- Economic Incentive Agreement (AVT) Project Taylor
- Economic Incentive Agreement (EDI Fund) Project Taylor
- NOTICE OF PUBLIC HEARINGOrderConf

VI.4 19-184 Approve the first reading of Ordinance No. 07-2019 revoking the economic development ad valorem tax exemption previously granted to Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc. (Community Services Director)

Attachments:
- Ordinance No. 07-2019: Revoke AVT Exemption Paragon
- Notice of Termination - Incentive Agt - Paragon
- Executed Economic Incentive Agreement 2011
- 2014-018 (Ad Valorem Tax Ememptions)
- NOTICE OF PUBLIC HEARINGOrderConf

VI.5 19-188 Pass on Second/Final Reading Ordinance 04-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District. (Community Services Director)

Attachments:
- Ordinance No. 04-2019: Text Amendment regarding Indoor Shooting Ranges
- OSHA article - Lead Hazards
- Application and Petition
- Legal Ad Proof 5-8-19

VII. COUNCIL BUSINESS:

VII.1 19-189 Approve Resolution 2019-037 providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems for a period of one year; expressing the City's support for the Florida Solar United Neighbors (FL SUN) Initiative of the League of Women Voters and the Community Power Network; and the intention of the City to partner with those organizations to further adoption of solar energy in the City and Brevard County. (Community Services Director)

Attachments:
- Resolution 2019-037: Solar Photovoltaics and Thermal Systems Building Permi

VIII. CITY BUSINESS:

VIII.1 19-177 Approval to accept the funds awarded for Florida Inland Navigation District (FIND) Grants BV-CO-17-134 and BV-CO-17-139E; approve a Budget Resolution Amending the Fiscal Year 2019 in the amount of $652,100. (Community Services Director)

Attachments: BV-CO-17-139E City of Cocoa Waterfront Repairs
BV-CO-17-134
NEW Budget Resolution FY 2019.docx
BAF 19-085 -PW-FIND Grant (5-8-19) Agenda 19-177.pdf

MULTI-YEAR CONTRACTS:

VIII.2 19-166 Award Bid # B-19-13-COC, Lee Wenner Park T-Dock and Day Slips to the low bidder, C&D Construction Incorporated, including Alternate 1 (Additional 100' of T-Dock and 6 Additional Day Slips), for $1,734,800; Approve as a Multi-Year, Multi-Phase Contract from FY 2019 through FY 2020 and Authorize the City Manager to Execute the Contract. Approve a Resolution Amending the FY2019 Budget to accept a Transfer to Fund 302 from the Cocoa CRA, for the enhancements to the project. (Public Works Director)

Attachments: B-19-13-COC Tabulation Sheet.pdf
B-19-13-COC Notice of Award.doc
B-19-13-COC FINAL MEMO.docx
NEW Budget Resolution FY 2019.docx
BAF 19-084 -PW-Amend T-Dock & Day Slips budget (5-8-19) Agenda 19-166.p

IX. INFORMATIONAL AGENDA:

IX.1 19-187 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: March 2019 Financial Report.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	19-180	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/23/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of May 8, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-08-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2019
Agenda Date: May 8, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of May 8, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of May 8, 2019, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

May 8, 2019

DATE: May 8, 2019	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 8, 2019 (19-180)
2. Minutes: (a) FY 2019 Financial Update & FY 2020 Budget Priority Workshop held on March 14, 2019 (19-181)
   (b) Utilities Workshop held on April 2, 2019 (19-182)

III. AWARDS AND PRESENTATIONS:

1. Presentation by Catherine Alexander regarding "The Power of Public Art, City of Cocoa". (19-183). (Councilmember Koss)

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

3. Proclamation: Proclaiming the week of May 5-11, 2019 as “Drinking Water Week”. (19-190). (Utilities Director)

4. Proclamation: Proclaiming the week of May 19-25, 2019 as “National Public Works Week”. (19-193). (Public Works Director)

5. Proclamation: Proclaiming May, 2019 as "National Water Safety Month" and May 15, 2019 as "International Water Safety Day". (19-195). (Connie Harvey)

IV. DELEGATIONS:

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1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) Submersible Mixers from Ovivo USA, LLC, Salt Lake City, Utah, for the Sellers Water Reclamation Facility. (19-147). (Utilities Director)

2. Approve Amendment No. 1 to Task Order 2019-04 with Carollo Engineers Inc., Orlando, Florida, for the SCADA Programming Services VTScada, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2019 Budget. (19-175). (Utilities Director)

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1. Approve the first reading of Ordinance No. 03-2019 revoking the economic ad valorem tax exemption previously granted to Cross Brands Manufacturing, L.L.C. (19-172). (Community Services Director)

2. Approve the first reading of Ordinance No. 05-2019 revoking the economic ad valorem tax exemption previously granted to Diamondback CNC, LLC. (19-186). (Community Services Director)

3. Approve the first reading of Ordinance No. 06-2019 revoking the economic ad valorem tax exemption previously granted to GeNO, LLC, n/k/a Vero Biotech, LLC. (19-185). (Community Services Director)

4. Approve the first reading of Ordinance No. 07-2019 revoking the economic development ad valorem tax exemption previously granted to Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc. (19-184). (Community Services Director)

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VIII. CITY BUSINESS:

1. Approval to accept the funds awarded for Florida Inland Navigation District (FIND) Grants BV-CO-17-134 and BV-CO-17-139E; approve a Budget Resolution to amend the Fiscal Year 2019 in the amount of $652,100. (19-177). (Community Services Director)

MULTI-YEAR CONTRACTS:

2. Award Bid # B-19-13-COC, Lee Wenner Park T-Dock and Day Slips to the low bidder, C&D Construction Incorporated, including Alternate 1 (Additional 100' of T-Dock and 6 Additional Day Slips), for $1,734,800; Approve as a Multi-Year, Multi-Phase Contract from FY 2019 through FY 2020 and Authorize the City Manager to Execute the Contract. Approve a Resolution Amending the FY2019 Budget to accept a Transfer to Fund 302 from the Cocoa CRA, for the enhancements to the project. (19-166). (Public Works Director)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-187). (Finance Director)

X. REPORTS:

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

XI. ADJOURNMENT.

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Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-14-19 Budget Workshop.pdf EXHIBIT A: 2020 Budget Kickoff Workshop (031419) JAT Revised.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2019
Agenda Date: May 8, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the FY 2019 Financial Update & FY 2020 Budget Priority Workshop held on March 14, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the FY 2019 Financial Update & FY 2020 Budget Priority Workshop held on March 14, 2019, as written or with amendments.

MINUTES
CITY OF COCOA

FY 2019 Financial Update & FY 2020 Budget Priority Workshop

March 14, 2019

A FY 2019 Financial Update & FY 2020 Budget Priority Workshop was held on Thursday, March 14, 2019, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. CALL TO ORDER

Mayor Williams called the meeting to order at 5:38 p.m.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Mike Cantaloupe, Chief of Police, Gene Prince, Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; and Lea Taylor, Budget Analyst.

II. WORKSHOP TOPICS

1. Budget Presentation: Projections, Priorities, and Direction

City Manager Titkanich provided a presentation[1] and mentioned that he would be providing an overview of the budget and a review of the 2019 budget.

He noted that the City has been recognized for its responsible fiscal management and credit worthiness.

In FY 2015, the City worked collaboratively with Stantec to develop a fiscal sustainability model for Cocoa's general fund. The City utilized a modeling process to identify options for the funds sustainability over a 10-year projection period.

A screenshot of the general fund baseline scenario was displayed and explained in detail.

He pointed out that this year, some of the departments will be doing a zero based budget. Two of the departments are Finance and Administrative Services.

He noted adjustments that have been made since the 2015 scenario and mentioned a few things had been added such as the Fire Assessment, Return on Investment, a methodology change, and an ad valorem revenue increase while maintaining a millage rate of 5.9790 mills.

FY 2019 Actuals to Date and the most recent numbers for the General Fund were discussed.

He mentioned that there are a number of capital projects happening this year and he pointed out that FEMA monies coming in for the hurricanes will go back into the fund balance.

City Manager Titkanich further mentioned the FY 2020 Property Valuation increase, capital improvements, revenues versus expenses and how they will become equal in FY 2021, and how the general fund balance will remain level.

He spoke in detail about the Economic Development Incentives at Walmart and Erdman Automotive. In regards to Erdman, there are about two hundred new employees. Mayor Williams clarified that the incentives were for new employees only and Councilmember Koss asked how many of those employees reside in Cocoa. In response, City Manager Titkanich stated that they had asked for numbers, and that the City worked with Walmart and they greatly encouraged Cocoa residents to apply.

A snapshot of the FY 2019 Budget was discussed as of February 28, 2019. The amended budget, year to date encumbrances, FY 2019 actual transactions, the

[1] EXHIBIT A: FY2020 Financial Update and Budget Priority Workshop Projections, Priorities, and Direction Presentation

remaining balances were shown. Bond money and FEMA moneys from Hurricane Irma were also discussed in furtherance.

City Manager Titkanich explained the Fund Balance Reserve Policy, and that the purpose of this policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.

The request from Cocoa High School regarding their facilities update was explained. He noted that the money was budgeted for this year and if the school raises the money the school board will donate $25,000 and the City would then match. They are requesting funds for the track, field, and bleachers for basketball. He advised that he had spoken with the Superintendent and the City should be receiving a letter.

City Manager Titkanich noted it was one line item in the revenue budget but it is broken up in the expenditure budget.

An overview of the FY 2020 General Fund Budget was provided. External factors and challenges were discussed along with several issues on the horizon such as public safety pensions, insurance, school resource officers, Lee Wenner Park, future solid waste contract, legal settlements, natural disasters, stormwater fund and the recent US Supreme Court Ruling regarding internet sales taxes.

Items that could affect the budget were also pointed out such as hurricane reimbursements, 2019 legislative session issues, and the fire fighters cancer bill.

Mayor Williams asked if a date was going to be put on the bill because he has heard that now since they have newer equipment they wanted to add a date as to how far back a claim could be made.

Expenses were discussed in furtherance and City Manager Titkanich advised that they were in contracts with all three unions. All are negotiated and additionally, he provided an overview of the wage/salary history for employees from 2011 to date. He explained all of the steps that the City has taken in order to make sure employees are compensated fairly since the salary study was completed.

Mayor Williams would like to see how we compare with other cities in regards to salaries. In response, City Manager Titkanich noted that they are looking into a new compensation plan update.

Councilmember Koss asked if this was something that Florida League of Cities does. City Manager Titkanich explained that studies look at things differently.

City Manager Titkanich mentioned the adjustments and compensation issues within the Utilities Department.

Mayor Williams worries that the City is a training school and as we train employees, they leave us and move on to other cities or jobs with better pay.

In response to his concerns, City Manager Titkanich advised that we were the first city to do a compensation study and now others are doing them. Melbourne is currently working on a study.

Further discussion was held on employee compensation and possible solutions.

City Manager Titkanich spoke about the SRO agreement and how it is updated annually. They asked for four and we provided two. This year, they would like to add another SRO to Cambridge Elementary.

City Manager Titkanich asked for a consensus to preliminarily build the proposed FY 2020 budget. Staff would like to maintain the current millage rate at 5.9790 mills. He pointed out that the preliminary tax roll will not be received from BCPA until June, 2019. Secondly, he mentioned the fire assessment rate and the projected increase of 3% in FY2020.

For clarification purposes, City Manager Titkanich explained that this was just to preliminarily build the budget, and that things can change throughout the budget process.

Further discussion was held on the several priorities in regards to the capital budget prioritization and the FY 2020-2015 CIP Analysis. The Budget Development Philosophy was shown and he explained the focuses in previous years, along with the focus for FY 2020, which includes community improvements, sustainability/resiliency and employee investment.

He asked that Council communicate with him any future projects. There will be more meetings in order to discuss the budget.

Mayor Williams noted that one of his priorities was better signage throughout the City. City Manager Titkanich advised that there are FDOT limitations and the current signs took a while to get permitted.

Mayor Williams asked Chief Cantaloupe if all police cars have defibrillators. In response, Chief Cantaloupe noted that he believes they have twenty five, as they received a grant from Firehouse Subs for the purchase of them.

Councilmember Koss stated that she has a long list and would like to refine it first, then meet in private about it. She advised that one priority is a community solar station.

Deputy Mayor Warner stated that there have been many people asking if Cocoa has any charging stations.

Bus stop shelters were also a priority and Mayor Williams mentioned that a run through of the stops in Cocoa had been done recently and some issues have already been taken care of.

Assistant City Manager Fuhrer advised that the study Mayor Williams is referring to was on ADA compliance and 92% of the stops are non-compliant within the City.

Other items that were discussed were: a presentation by Catherine Alexander regarding the power of public art will be done in April, annexation of Carlton Terrace into the City, communication signs (LED messaging signs) one in each district, the FYI and how residents can register for that newsletter, the maintenance and enhancement of medians, and the possibility of becoming a Tree City USA again.

Councilmember Koss asked about the architectural review board and City Manager Titkanich felt it more appropriate for the CRA to do that.

She believes that a big goal for her for Cocoa Village would be to have a big co-op art center, such as they have in Alexandria, Virginia. Various artists display their art there.

Councilmember Goins asked when the City Manager would like these items because he would like to use his Town Hall meeting in order to narrow down his priorities. City Manager Titkanich pointed out that there is a budget calendar and staff would need them by ideally the second, but no later than the third week of April.

Discussion was held on lights in the village and costs to have them up all year.

He asked for a preliminary consensus to build the proposed FY 2020 Budget, and he reiterated what they were asking to build the budget upon.

1-Maintain the current millage rate of 5.9790 and he pointed out that the preliminary tax roll will not be received from BCPA until June 2019.

2-Fire Assessment Rate for FY 2020 and they are looking at a projected 3% increase.

Further discussion was held on salaries, and potential outcomes with property taxes.

Deputy Mayor Warner asked how long it has been since millage was changed. In response, it was pointed out that it was FY 14/15.

She advised that because of the way the legislature has changed the rules, even if there has not been a change, it has to be advertised as a tax increase.

She further stated that she has never had a problem raising the millage if we have to in order to maintain the level of services we have.

Councilmember Koss has issues with there being so many fixed incomes in Cocoa. Deputy Mayor Warner pointed out that most with fixed incomes are not paying ad valorem taxes at all. There are only a small handful in Cocoa paying.

Ms. Bowman reiterated that they are just asking for a consensus to build a proposed budget and if Council does not like what they bring back then it can be changed.

City Manager Titkanich stated that they would build a budget based on the current information presented.

Further discussion was held on the water/sewer fund and City Manager Titkanich reminded Council that this information would be discussed at the Utility Workshop on April 2, 2019.

Lastly, he provided a breakdown of the upcoming dates, which are as follows:

- April 2, 2019 @ 5:30 PM – Utilities Workshop
- May 14, 2019 @ 6:00 PM – Stormwater Fiscal Sustainability/Capital Plan Workshop
- June 26, 2019 @ 6:00 – First Reading of the Home Rule Stormwater Ordinance (If applicable)
- June 27, 2019 @ 6:00 PM – Fiscal Sustainability Update/Budget Workshop
- July 10, 2019 @ 6:00 PM
    - Ordinance First Reading - Utility Rates/Handbook
    - Ordinance -Adopt Home Rule Stormwater Assessment (If applicable)
- July 16, 2019 City Council provided with the Proposed Budget/CIP Workbooks
- July 24, 2019 @ 6:00 PM
    - Resolution–TRIM Hearing (Set the tentative ad valorem millage rate)

- Ordinance Second Reading & Resolution–Utility Rates/Handbook

- August 7, 2019 @ 5:30 PM – FY2020 Budget and CIP Workshop
- August 28, 2019 @ 6:00 PM
  - Resolution – Preliminary Fire Protection Assessment
  - Resolution– Preliminary Stormwater Assessment/Rates

- 1ST Public Hearing – September 11, 2019 @ 6:00 PM
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2020 Budget
  - Resolution – Final Fire Assessment
  - Resolution – Final Stormwater Assessment/Rates
- 2nd Final Public Hearing – September 25, 2019 @ 6:00 PM
  - Adopt Final Millage Rate
  - Adopt the FY2020 Budget

Ms. Bowman requested that priorities be submitted to Council by mid-May. However, sooner is better.

Councilmember Goins requested that the public have input on this list at his Town Hall meeting on April 16, 2019.

III. ADJOURNMENT.

*** The FY 2019 Financial Update & FY 2020 Budget Priority Workshop ended at 7:53 p.m.**

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

FY 2020
Financial Update and Budget Priority Workshop
Projections, Priorities and Direction

March 14, 2019

EXHIBIT A: FY 2020
FINANCIAL UPDATE AND BUDGET PRIORITY
WORKSHOP PROJECTIONS, PRIORITIES AND
DIRECTION

Agenda

- Background - General Fund Sustainability Model
- Review of FY2019 Budget To Date
- Influencing factors
- Preliminary FY2020 Revenue Projections
  - City Council Discussion and Direction
- FY2020 Budget Calendar

Responsible Fiscal Management



Assigned Aa2 rating from Moody's Investors Service



Upgraded from AA (stable) to AA (positive)

GFOA
Certificate of Achievement
FOR EXCELLENCE IN
Financial Reporting

Awarded 2016 & 2017

COCOA FLORIDA

2015 FAMS GF Model - Fiscal Sustainability

Stantec

Background

- In FY2015 Stantec worked collaboratively with City staff to develop a Fiscal Sustainability Model for Cocoa's General Fund
- The City utilized the modeling process to identify options for the fund's sustainability over a 10-year projection period

General Fund Baseline Scenario Screenshot

(May 19, 2015 Budget Workshop)

BURTON & ASSOCIATES

No Changes in Millage Assumed

Modest Property Value Growth Assumptions

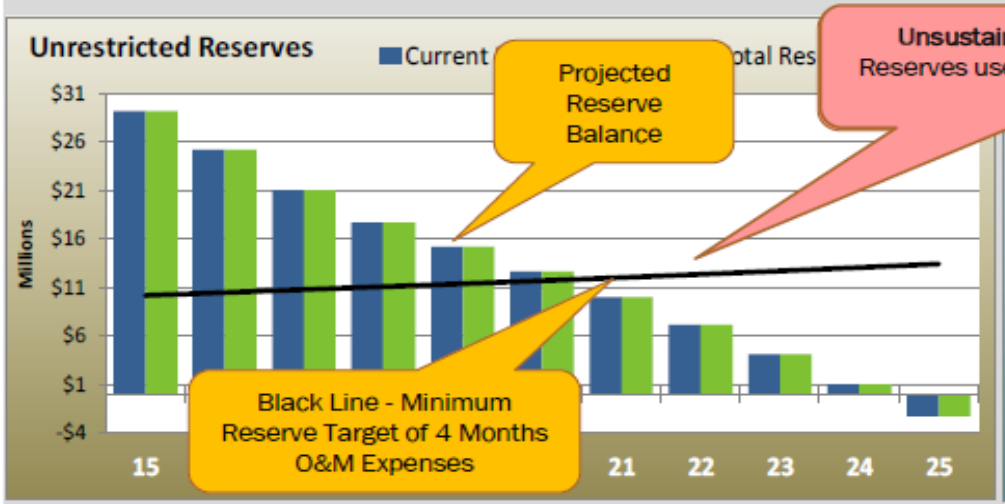
GENERAL FUND FINANCIAL ANALYSIS AND MANAGEMENT SYSTEM (FAMS - GF) SUMMARY

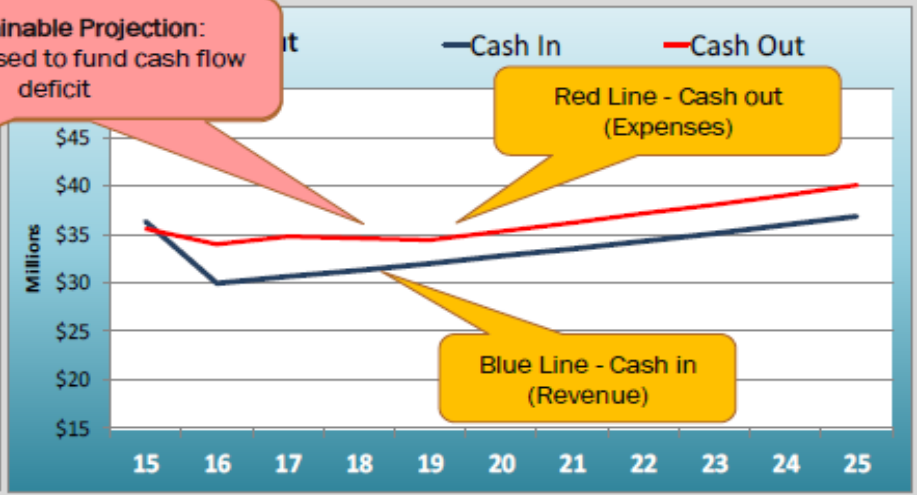
SAVE | CALC

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

Port Project?

PST Year?





*Now known as Stantec Consulting Services Inc.

Adjustments Made Since 2015 Scenario

- Fire Assessment - Methodology Change
- Return on Investment (ROI) – Methodology Change
- Ad Valorem Revenue Increase while maintaining millage rate at 5.9790 mills
  - FY2016 4.2%
  - FY2017 7.1%
  - FY2018 3.7%
  - FY2019 13.1%

FY2019 Review

Actuals To Date as of 2/28/2019

Fiscal Year 2019

The City contracted with Stantec to update the General Fund Sustainability and the Water/Sewer Revenue Sufficiency Models, for the FY2019 Budget Process

- Validated/Updated Assumptions and Projections
- Evaluated FY2019 Water/Sewer Utility Rates
- Evaluated FY2019 Millage and Fire Assessment Rates
- Reviewed Capital Funding through the use of General Fund Balance Reserves
  - Dr. Joe Lee Smith Center
  - Lee Wenner Park & Riverfront Park Restoration
  - Fiske Boulevard Streetscape

General Fund

CALC | SAVE | 5/10 | LAST | OVR | CIP | $M

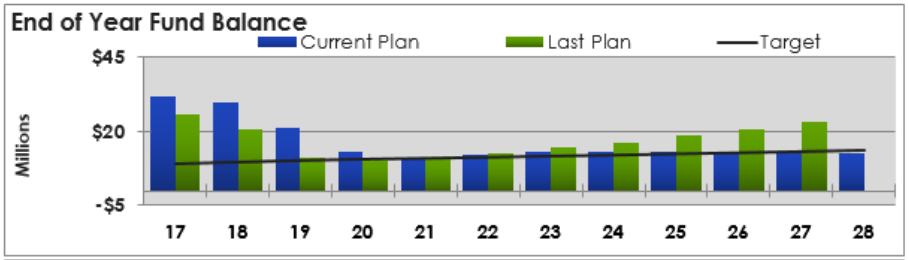
FAMS-XL© GENERAL FUND

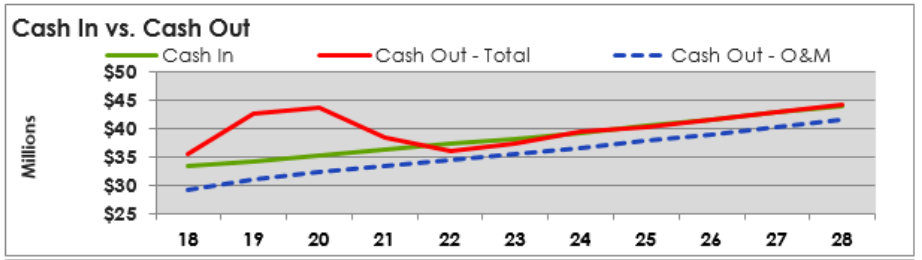
City of Cocoa, FL

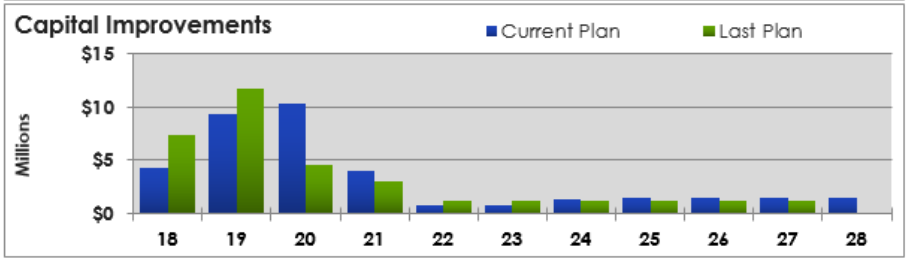
Stantec

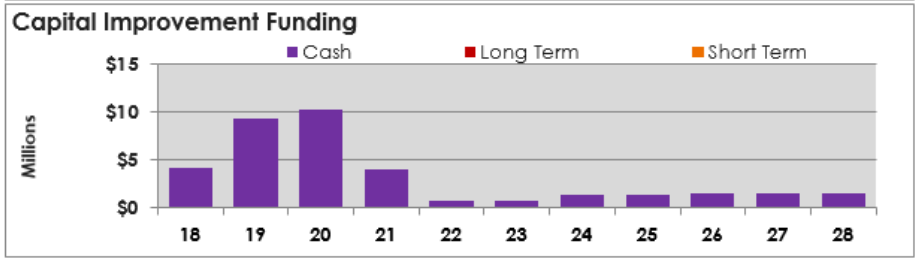
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Millage Rate	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790
Last Plan	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	5.9790	0.0000
Total Property Value Adj	3.8%	4.0%	10.6%	4.0%	3.0%	3.0%	4.3%	4.3%	5.4%	3.0%	3.0%
Last Plan	3.0%	4.0%	11.9%	4.0%	3.0%	3.0%	4.3%	4.3%	5.5%	3.0%	0.0%
Cash Flow Sur/(Def) $M	$ (2.02)	$ (8.61)	$ (8.15)	$ (1.98)	$ 1.12	$ 0.88	$ (0.17)	$ 0.18	$ 0.11	$ (0.11)	$ (0.35)
End of Year Fund Bal $M	$ 29.86	$ 21.25	$ 13.10	$ 11.11	$ 12.23	$ 13.12	$ 12.94	$ 13.12	$ 13.23	$ 13.12	$ 12.77
Target Sur/(Def) $M	$ 20.21	$ 11.02	$ 2.45	$ 0.13	$ 0.90	$ 1.42	$ 0.88	$ 0.67	$ 0.38	$ (0.15)	$ (0.92)
Balance % of Expenses	84%	50%	30%	29%	34%	35%	33%	33%	32%	31%	29%
Target % of Expenses	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%	33%
CIP Execution %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Addtl CIP $M	$ -	$ 2.5	$ 2.5	$ 2.5	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CIP $M	$ 4.3	$ 9.3	$ 10.3	$ 4.0	$ 0.7	$ 0.8	$ 1.4	$ 1.4	$ 1.5	$ 1.5	$ 1.6

PS %	95%
O&M %	85%
HE?	Y
WMDC?	Y









Blue Bars & Numbers = FY19 Budget Year Analysis/Update Based on FY18 Actuals

Green Bars & Numbers = FY17 Budget Year Analysis

Stantec

Stantecs FY2019 General Fund Model

Talking Points

- FY2020 Property Valuation Increase
  - Walmart Distribution Center (40% AVT, 5 years)
  - Erdman Automotive (EDI based on final project value and new (qualified) employees submitted)
  - Other New Developments
- Capital Improvements – Current Revenues
- Revenues v. Expenses become equal in FY2021
- General Fund Balance Reserves Remain Level

FY 2019 BUDGET to ACTUAL SNAPSHOT
as of February 28, 2019

	FY19 Amended Budget	YTD Encumbrances	FY19 Actual Transactions	Remaining Balance	% Rec/Used
General Fund					
Revenues*	$43,933,166		$17,182,994	$26,750,172	39%
Expenses*	$43,933,166	$3,282,100	$14,467,003	$26,184,063	40%
Net			$2,715,991		
Water/Sewer Fund					
Revenues*	$68,307,526		$27,678,484	$40,629,042	41%
Expenses*	$68,307,526	$14,027,303	$23,720,602	$30,559,620	55%
Net			$3,957,882		
Stormwater Fund					
Revenues*	$1,827,350		$533,044	$1,294,306	29%
Expenses*	$1,827,350	$186,746	$539,094	$1,288,256	30%
Net			($6,050)		

*This accounting period is still open.

Hurricane Irma Update – FEMA General Fund

Category A (Debris Removal)
- Total Cost Submitted for Reimbursement: $167,860
- Total Cost Received: $29,023

Category B (Emergency Protective Measures)
- Total Cost Submitted for Reimbursement: $625,060
- Total Cost Received: $0

Category E (Buildings and Equipment)
- Total Cost Submitted for Reimbursement: $50,129
- Total Cost Received: $0

Category F (Utilities, Traffic Signals)
- Total Cost Submitted for Reimbursement: $14,211
- Total Cost Received: $12,435

Category G (Parks, Recreation and Other)
- Total Estimated Cost Submitted for Reimbursement: $1,576,709
- Total Cost Received: $17,323

Total Projected Costs: $2,419,758
Total Reimbursement Received: $46,346

Hurricane Irma Update – FEMA
Water/Sewer Fund

Category B (Emergency Protective Measures)

- Total Cost Submitted for Reimbursement: $167,860
- Total Cost Received: $0

Category F (Utilities)

- Total Cost Submitted for Reimbursement: $1,367,336
- Total Cost Received: $0

Total Costs: $1,535,196

Total Reimbursement Received: $0

Use of General Fund Balance Reserves

Fund Balance Reserve Policy - the purpose of the Fund Balance Reserve Policy, is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.

- Preserve Fund Balance at the minimum reserve requirement of 33% of total operating expenditures
- Reserves are used for Capital and One-Time expenses only and **cannot** sustain recurring expenses
- Utilize **available** Fund Balance to fund projects
  - Catalytic Capital/Economic Projects to enhance overall City growth and quality of life
  - One time Capital costs

FY 2020 Budget Planning

FY2020 GF Budget Overview

PRELIMINARY FY2020 General Fund Budget:

- Revenues: Approximately $36 million projected for the General Fund
- Expenses: Budget Module Opened for Entry March 13, 2019
- Capital Spending: Continue to utilize recurring annual revenues to reduce/eliminate use of Unassigned Fund Balance
- Assigned Fund Balance for Walmart EDI Expense ($2M) FY19
- Target FY2019 Operating Budget

Budget Expense/Revenue Drivers:

Revenue

- Unknown timing of Hurricane Irma reimbursements
- 2019 Legislative Session Impacts – State Revenue Sharing, other mandates
- Walmart/Erdmann coming on tax roll (40% of tax abatement 5 years) factored in FAMS Sustainability Model
- Projected 3% to 4% growth in property values excluding new construction

Expenses

Salaries: All union contracts successfully negotiated in FY 2018 provide for an annual salary increase of 3%
In FY 2019 provided equity adjustment and subject to fiscal impact and funding availability (near and long-term) provide an equity adjustment in FY 2020

Health Insurance: Estimated Projected Increase based on current Claims Experience (11%)

Employee Health Center: Potential increase based on Partnership Agreement, re: capacity/usage among partners

Pensions: Public Safety Pensions - ARC Police **41.5%** increase and Fire **2.08%** decrease (2015 Pension Reform)
Proposed 2019/2020 FRS Contribution Rate Increase (eff. July 1, 2019) :
Regular Class – 0.21% increase; Senior Management Service Class – 1.35% increase

External factors and challenges

Consumer Price Index (2/2019)[1]	1.50%
Municipal Cost Index (1/2019)[2]	1.91%
Construction Cost Index (1/2018)[2]	3.05%
Wages and Salaries[3] (State/Local Government Workers)	2.4%
Compensation[3] (State/Local Government Workers)	2.6%

Sources:

[1] U.S. Bureau of Labor Statistics (CPI-U February 2019 Report)

[2] American City and County (http://americancityandcounty.com/mciarchive/marketbasket)

[3] U.S. Bureau of Labor Statistics – Reported Quarterly, December 2018 (http://data.bls.gov)

Horizon Issues…

- Public Safety Pensions
  - Fire UAAL - $7,319,058 (decrease of $860,067) 73.7% funded ratio
  - Police UAAL - $2,784,808 (increase of 1,544,352) 91.7% funded ratio
- Insurance
  - Health - 2 years of catastrophic claims
  - FF Cancer Presumption expansion - GF vs. W/C
- SRO's – BPS requested 4, City providing 2 total
  - $52,000 Reimbursement per SRO (Current SRO $91K+ Salaries and Benefits)…would like to add an SRO for Cambridge in FY2020
- Lee Wenner Park – County/City ILA, $60,000 BOCC contribution ends in FY2022

Horizon Issues…

- Future Solid Waste Contract – WM expires FY2020
- Legal Settlements – Liability
- Natural Disasters
  - Reimbursements from Hurricanes Matthew and Irma
  - Future events and impact to GF Unassigned Fund Balance
- Stormwater Fund – NPDES and BMAP mandates, developing 10 year Capital Improvement Plan
- Recent US Supreme Court Ruling – Internet Sales Taxes
  - Florida House Ways & Means Committee (January 2017) estimated $200 million in potential sales tax revenue
    - Subject to Legislative Action

FY2020 GF Budget

- **FY2020 Preliminary Revenue Budget**
  - Extrapolate existing revenues for preliminary FY2020 projections and using the FY2018 Comprehensive Annual Financial Report (CAFR)

- **FY2020 Expense Budget**
  - Initial Review of Departmental Requests underway
  - Use of FAMS projected expenses for future fiscal years through FY2029
  - Capital Improvements Program – 5 years
    - FY2020-2025 (CIP Entry is underway)
  - Fund Balance (Reserves) equal to 4 Months (33%) of O&M Expenses as reported in FY2018 CAFR
    - **Consider revising policy to 25% (3 months)**

Capital Budget Prioritization
FY2020-2025 CIP Analysis

Priority I – Imperative (Must Do) Projects represent projects that cannot reasonably be postponed in order to avoid harmful or undesirable consequences.

- Addresses a condition dangerous to public health, safety or welfare.
- Achieves compliance with a mandate or other legal obligation (contract/development order).
- Alleviates an emergency service disruption or deficiency.
- Prevents irreparable damage to a critical public facility.

Priority II – Essential (Should Do) Projects represents projects that address clearly demonstrated needs or objectives.

- Projects identified in the 2020-2025 Strategic Plan that will stimulate economic growth and induces opportunity to attract private capital investment.
- Deferment would result in severe degradation of public facilities and/or reduction in level of service.
- Reduces future operating and maintenance costs and advances fiscal sustainability.
- Leverages available federal, state or county funding or public-private partnerships (grant awarded or public-private partnership, matching requirement considerations).
- Reduces demand on natural resources and/or promotes sustainability.

Priority III – Important (Could Do) Projects represent projects that benefit the community but may be delayed without detrimental effects to core municipal services.

- Rehabilitates or replaces an obsolescent public facility.
- Provides a new or expanded level of service to City of Cocoa residents and/or business owners.
- Leverages available federal, state or county funding (grant opportunities/joint funding).
- Enhances natural or cultural resources.

Priority IV – Desired (Nice to Do) Projects represent projects that would add value to the community's quality of life, but are not necessary to the delivery of core municipal services.

- Promotes and enhances the City of Cocoa's image, physically or emotionally.
- Enhances and expands recreational or community amenities.
- Presents an opportunity to enhance and strengthen community identification within the Space Coast region.

COCOA FLORIDA

Budget Development Philosophy

FOCUS:

- FY2015 and FY2016 – Public Safety
- FY2017 and FY2018 – Community Improvements/Infrastructure
- FY2019 – Community Improvements/Employee Investment
- FY2020 – Community Improvements, Sustainability/Resiliency, and Employee Investment
  - Funds in Assigned for ERP/Software Conversion
  - Roadway/Sidewalk Construction and Repair & Maintenance
  - Pineda Street
  - Sustainability/Resiliency
  - Economic Development
  - Parks Master Plan
  - City Council Identified Projects and Priorities

City Council Direction

- **PRELIMINARY Consensus to build proposed FY 2020 Budget**

1. Millage Rate:
   - Maintain Current Millage Rate – 5.9790
   - Preliminary Tax Roll will not be received from BCPA until June 2019
2. Fire Assessment Rate:
   - FY2020 Projected 3% Increase



Utility

Water & Sewer Fund

Background:

Stantec Mid-Year Water/Sewer Revenue Sufficiency Analysis Update

- ❑ Utilizing current available data
- ❑ Will be updated with FY2020 budget when available

- ➢ Prior year analysis showed 5% annual rate adjustments
- ➢ Capital Improvements Related to the Revenue Utility Bond Series 2018B
- ➢ Anticipated Update to Allocation Study

Water & Sewer Fund

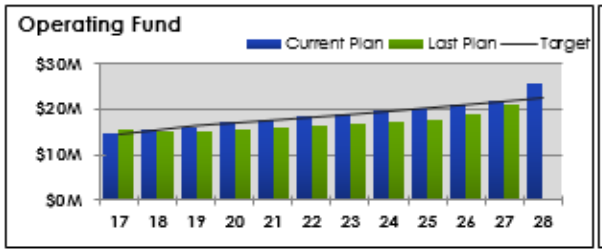
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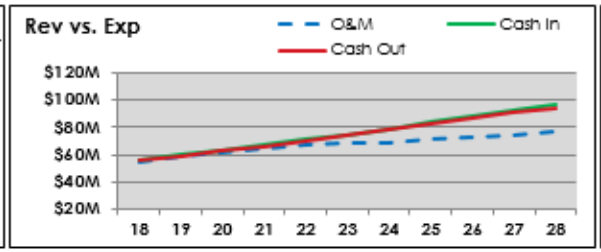
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City of Cocoa, FL

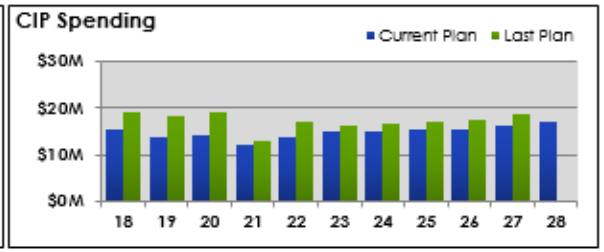
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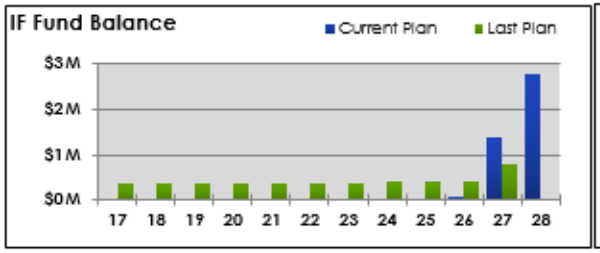
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2022	FY 2027
Water Rate Plan	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.57%	55.31%
Last Plan	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	0.00%	14.80%	36.21%
Sewer Rate Plan	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	21.62%	55.37%
Last Plan	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	0.00%	14.80%	36.21%
Reuse Rate Plan	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%		
Last Plan	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	0.00%		
Senior-Lien DSC	2.54	2.05	2.28	2.08	2.20	2.42	3.01	3.24	3.54	4.00	4.39		
Last Plan	2.94	3.13	2.80	2.90	2.85	3.00	3.73	3.92	4.16	4.62	0.00		
Avg Bill (5,000 gal)	$78.97	$82.94	$87.08	$91.44	$96.03	$100.87	$105.94	$111.26	$116.82	$122.68	$128.81		
Last Plan	$78.97	$82.10	$85.37	$88.79	$92.36	$96.03	$99.86	$103.90	$108.05	$112.36	$0.00		
Change $		*$3.97*	*$4.14*	*$4.36*	*$4.59*	*$4.84*	*$5.07*	*$5.32*	*$5.56*	*$5.86*	*$6.13*		

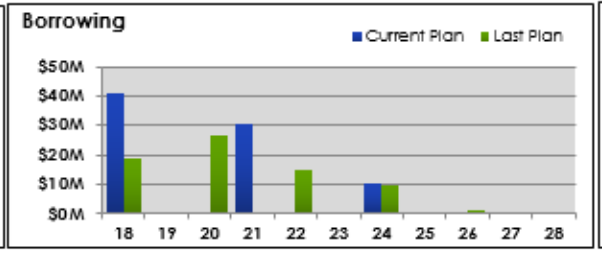
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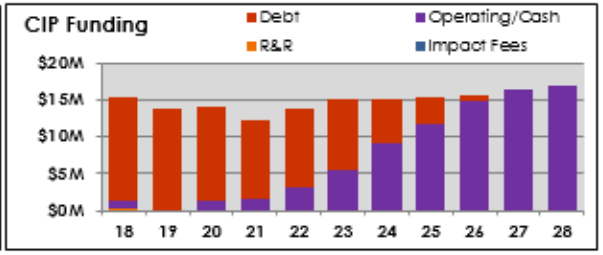












Blue Bars & Numbers = FY19 Budget Year Analysis/Update Based on FY18 Actuals
Green Bars & Numbers = FY17 Budget Year Analysis Explain Graph

Stantec

Water & Sewer Fund

Key Observations:

- Preliminary update shows 5% annual rate adjustments
  - Additional revenues to offset reduced water sales
- Capital Improvements Related to the Revenue Utility Bond Series 2018B
  - Provides strong debt service coverage
  - Maintains reserve balances above minimum target (4 to 6 months O&M costs per the Master Bond Resolution, targeting 5 months for FY2020)

City Council Direction

- **PRELIMINARY Consensus to build proposed FY2020 Budget**
  - Utility Rate:
    - Maintain 5% increase consistent with Rate Resolution

What's Next…

- City Council FY2020 Budget Workshop/Hearings
  - April 2, 2019 @ 5:30 PM – Utilities Workshop
  - May 14, 2019 @ 6:00 PM – Stormwater Fiscal Sustainability/Capital Plan Workshop
  - June 26, 2019 @ 6:00 – First Reading of the Home Rule Stormwater Ordinance (If applicable)
  - **June 27, 2019 @ 6:00 PM – Fiscal Sustainability Update/Budget Workshop**
  - July 10, 2019 @ 6:00 PM
    - Ordinance First Reading - Utility Rates/Handbook
    - Ordinance -Adopt Home Rule Stormwater Assessment (If applicable)
  - July 16, 2019 City Council provided with the Proposed Budget/CIP Workbooks
  - July 24, 2019 @ 6:00 PM
    - Resolution – TRIM Hearing (Set the tentative ad valorem millage rate)
    - Ordinance Second Reading & Resolution – Utility Rates/Handbook
  - **August 7, 2019 @ 5:30 PM – FY2020 Budget and CIP Workshop**
  - August 28, 2019 @ 6:00 PM
    - Resolution – Preliminary Fire Protection Assessment
    - Resolution – Preliminary Stormwater Assessment/Rates

- **1ST Public Hearing – September 11, 2019 @ 6:00 PM**
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2020 Budget
  - Resolution – Final Fire Assessment
  - Resolution – Final Stormwater Assessment/Rates

- **2nd Final Public Hearing – September 25, 2019 @ 6:00 PM**
  - Adopt Final Millage Rate
  - Adopt the FY2020 Budget

QUESTIONS



Legislation Details (With Text)

File #:	19-182	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/23/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Approve the Minutes for the Utilities Workshop held on April 2, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-02-19 Utility Workshop.pdf Exhibit A - Utility Handbook Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 23, 2019
Agenda Date: May 8, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Utilities Workshop held on April 2, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Utilities Workshop held on April 2, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
SPECIAL MEETING OF THE CITY COUNCIL
UTILITY WORKSHOP

April 2, 2019

A Utility Workshop was held on Monday, April 2, 2019, in City Council Chambers at Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the workshop to order at 5:36 p.m.

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

Present:	Jake Williams Jr.	Mayor
	Don Boisvert	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Matt Fuhrer	Assistant City Manager
	Monica Arsenault	Assistant City Clerk
Absent:	Brenda Warner	Deputy Mayor (arrived 5:50pm)
	John Titkanich	City Manager (arrived 5:37pm)
	Anthony Garganese	City Attorney (arrived 5:37pm)

Other Staff Members Present:

Jack Walsh, Utilities Director; Katie Ennis, Deputy Utilities Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Jessica Dovale, Utility Customer Service Manager; Lisa Souter, Customer Service Supervisor; Bethani Foster, Utility Billing Supervisor; Jeremy VanRaemdonck, Customer Service Supervisor; Chris Collier, WFO Manager; and Lea Taylor, Budget Analyst.

II. WORKSHOP TOPICS:

1. Overview and Recommended Changes to the Utilities Handbook

Ms. Rebecca Bowman, Finance Director, introduced Finance and Utilities staff. She pointed out several handouts that were provided to Council and members of staff. She explained that this meeting is a workshop and staff is only seeking Council direction at this

time. At a later date there will be a Public Hearing at which time Council will vote and there will be a delegation portion where citizens may speak if they wish.

Ms. Bowman noted that a summary[1] of the proposed changes to the Utility Service Policy and Procedures Handbook and the Utility Schedule of Utility Fees, Rates and Charges was provided to each Councilmember.

Ms. Bowman shared several new proposed processes that staff would like to include in the Utility Handbook.

Mayor Williams asked what the purpose is for keeping the billing for fire lines in the property owner's name. In response, Ms. Bowman explained that the City wants to ensure that they are getting the money for the service they are providing.

Mayor Williams asked what would happen if a tenant was behind on their water bill and left town without paying it and then a new tenant wanted to move in. In response, Ms. Howell explained that Customer Service will ask for a notarized copy of the current lease.

Ms. Bowman spoke about residential deposits and added that if the applicant has good credit and is a "low-risk" they are exempt from paying a deposit.

She also discussed public records requests exemptions and explained that per Florida Statues, people that are first responders are exempt from public records requests. Customer Service has a form where the applicant can complete and submit it in order to have their information redacted.

Ms. Bowman mentioned that there is a solid waste discount for seniors and staff is seeking to extend this to veterans that are residents in Cocoa. They are also looking to exempt these people from late fees as staff realizes that seniors and veterans usually depend on federal checks and may not always be able to pay their bill on time.

Furthermore, she pointed out that staff is seeking to charge seasonal residents a "base fee" to make it fair between seasonal and non-seasonal residents. She noted the two options which are to either bill the seasonal fee to the property owner or consider having no seasonal policy at all.

Mayor Williams asked what happens when seasonal residents leave. In response, Ms. Bowman explained that their service is disconnected. Additionally, Mayor Williams asked if staff places locks on the meters. In response, Ms. Bowman stated no.

Mayor Williams asked what the base fee is. In response, Ms. Howell shared that it is $15.66 for residents located inside the City and $17.23 for residents located outside of the City.

Ms. Bowman discussed Customer Service hours. She shared that staff would like to stop serving customers in the lobby and on the phone thirty minutes earlier to allow for closing procedures. She mentioned that overtime is budgeted yearly due to the fact that staff has to

[1] Utility Handbook – Summary of Significant Changes to Policy

work late sometimes to take care of customers past five o'clock, which also requires the security guard to stay late while there are still customers in the building.

Councilmember Koss inquired about wait times in the water line. In response, Ms. Howell shared information regarding the issue with the wait time for customers coming in to pay their bill. She pointed out that this has always been a struggle as there seems to be an influx of customers during lunch hours, Mondays, the first day back to work after a holiday, and the first of the month. She shared that staff has staggered lunches within a four hour window in order to try and accommodate the customers during the afternoons. She noted several different ways that people can pay their bill.

Additionally, Councilmember Koss asked if there is a way to keep track of average times people are waiting in line. In response, Ms. Howell explained that staff does not have a way to track how long people are physically waiting in line but staff does track wait times on the phone system.

Mayor Williams inquired about kiosks. In response, Mr. VanRaemdonck explained that staff is working with a third party organization, First Billing, and it was quoted that a kiosk would cost $25,000.

Ms. Howell added that there is a $2.99 convenience fee for using a credit card to pay a water bill, but this is regardless of whether they pay online or if they come in and pay. She explained that the City was losing money by accepting credit card payments for not only Cocoa residents, but for all residents coming in to pay from surrounding municipalities. The convenience fee offsets the costs that the City is paying for accepting credit card payments.

On the topic of changing the customer service hours, Ms. Howell pointed out that if this is something Council approves, this will be heavily advertised so the public is aware of the changes.

Ms. Bowman shared on November 10, 1994 the Cocoa City Council adopted the Utilities Handbook and its exhibits for the purpose of formalizing operating policies and procedures for the City's Utility System. The Utilities Handbook is updated periodically, through Council adoption, to reflect current practices, update rates, or to further clarify policies and procedures. The handbook and its exhibits is an extremely useful tool used to govern the relationship between the City and its utility customers. On many occasions the policies within the handbook have been cited enabling customer disputes to be settled with a fair and consistent approach that are applicable to all customers in the same manner. She mentioned an example of an issue that arose to which resulted in an audit.

The Utility Handbook, Exhibit A Rates, Fees and Charges and the Customer Service Policy Manual are three documents that contain high level utility topics that are most frequently asked by customers or explained by staff, however, not all of the current utility practices or concerns utility customers have are outlined in these documents.

Staff is requesting that Council review and consider changes made to the Utility Service Policy and Procedures Handbook and the Utility Schedule of Utility Fees, Rates and

Charges as proposed by staff. The revised Utility Service Policy and Procedures Handbook merges the contents of the current Utility Handbook along with the Customer Service Policy Manual into one comprehensive document.

In regard to the Seasonal Policy, Mayor Williams pointed out that he is in favor of option 1. He is also in support of all of the other changes.

Councilmember Boisvert and Councilmember Goins agreed with Mayor Williams. Councilmember Koss agreed with the other Councilmembers as well, however, she added that her only concern is with the hours of operation change because she fears that with citizens already anticipating an increase in their water bill they may perceive the change of hours in a negative way. In response, Ms. Howell explained that this is something that would be well advertised and will take months to implement. She explained that plenty of information will be provided beforehand so everyone is made aware.

Deputy Mayor Warner stated that she is also in agreement with the other Councilmembers.

Ms. Bowman explained the newly proposed miscellaneous Utility fees and charges, sharing the current costs vs. the proposed increases. Additionally, Mr. Collier and Mr. Walsh shared information regarding onsite meter testing.

Ms. Howell pointed out that one of the issues that Billing frequently sees is when old meters slow down or get stuck which allows the customer to occasionally get free water as their meter is not reading correctly. She pointed out that staff even takes it a step further and calls a high consumption customer prior to sending the bill out to ask if they are aware of any issues with their water.

Ms. Souter explained that Mr. Don Downs also provides a free service where he will go out to customer's homes and will inspect their faucets, toilets, etc. to make sure there are no leaks.

Ms. Bowman discussed the following proposed miscellaneous Utility fees and charges, sharing the current costs vs. the proposed increases as follows:

- Meter Calibration Testing Charge
- Meter Access Tow Charge
- Data Log Report
- Service Initiation Fee
- Credit Screening Fee
- Utility Lien Recording Fee
- High Consumption Credit Application Processing Fee
- Lock Fee
- Tampering Fee
- Meter Removal Charge
- Deposits
- At-Risk Deposit

Consensus made by Council to lower the proposed Meter Calibration Testing Charge from $100 to $60.

Consensus made by Council to change the Utility Lien Recording Fee to $50.

Consensus made by Council to charge a first time Tampering Fee of $150, a second offense charge of $300 and a third offense charge of $500.

Consensus made by Council to eliminate the at-risk deposit proposed by staff.

Consensus made by Council to agree to all other proposed changes recommended by staff.

Deputy Mayor Warner asked Ms. Bowman, in her experience, if she finds that when locks are placed on meters or the meters are removed entirely, if this is due to people being indignant about paying their bill or if they can't afford to. Furthermore, if it is someone who already can't afford their bill how can the City expect to collect that money? In response, Ms. Bowman shared that in her experience this seems to be geared more towards individuals who are indignant about paying their bill. She shared that staff is happy to work with those who can't afford to pay their bill as long as they contact the City. Ms. Howell added that staff is happy to work out a payment plan or an extension for those who are struggling to pay their bill.

Councilmember Koss shared some of her concerns about the increases due to the fact that thirty percent of Cocoa's population is below the poverty level. She is worried that these increases will hinder them from having water or will force them to choose between feeding their families or having water. In response, Deputy Mayor Warner pointed out that these increases will only apply to new applicants, not those who already have existing accounts. She added that if you look at the new homes that are being built in the City, the majority of new applicants should have no problem paying the new costs.

Ms. Souter added that there are also payment plans available on new deposits and fees on their first bill.

City Manager Titkanich clarified that Utility staff is only looking at credit backgrounds as it relates to utility bills and not other bills such as their credit card payments, etc.

Ms. Bowman further explained that first time deposits are also billed. They are not required to be paid on the day that the account is opened.

Councilmember Goins inquired about the $60 fee for same day service and asked if this is a fee that has to be paid upfront or if a payment plan can be established. In response, Ms. Bowman explained that this is a fee that is tied into the first bill and it is not required to be paid up front.

Ms. Bowman announced information for the Public Hearings as follows:

- 1st Public Hearing – TBD

- First Reading of revised Ordinance Chapter 22 Water & Sewer. Vote on the proposed Utility Handbook & Schedule of Rates, Fees and Charges.

- 2nd Public Hearing – TBD
  - Adopt the revised Ordinance Chapter 22 Water & Sewer, Utility Handbook and Schedule of Rates, Fees and Charges.

2. <u>Presentation of Utilities System by Jack Walsh, Utilities Director – TABLED</u>

III. ADJOURNMENT:

The Utility Workshop adjourned at 7:38 p.m.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

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

Utility Handbook Presentation

Council Workshop
April 2, 2019

Objectives

- Discuss NEW Proposed Processes in Utility Customer Service

- Discuss Proposed Increase in Miscellaneous Utility Fees & Charges

Utility Handbook
NEW Processes

- Fire lines – keep the billing in property owner's name.
- Property Owner Prior Debt – all locations owned by property owner must in good standing before prospective tenant can apply for service.
- Residential Deposits
  - Additional exemption criteria for property owners and non-property owners.

Utility Handbook
NEW Processes

- Service to Locations with Increased Risk of Debt
- Utility Customer Public Records Exemption Request
- Discounts & Exemptions Eligibility Criteria

Utility Handbook
NEW Processes

- High Consumption Processing Fee Waived During State of Emergency
- Seasonal Policy
- Customer Service Hours – stop serving customers (in lobby & by phone) 30 minutes earlier to allow for closing procedures. Staff works until 5:00pm.

Utility Handbook

NEW Miscellaneous Utility Fees & Charges

Item	Description	Current	Proposed
1	Meter Calibration Testing Charge	$50	$100
2	Meter Access Tow Charge	Actual ($50)	$75
3	Data Log Report	Free	1 Free/Year/Customer $30
4	Service Initiation Fee	$30	$30 Next Day Service $60 Same Day Service
5	Credit Screening Fee	NEW	$5
6	Utility Lien Recording Fee	Actual ($20)	$70
8	High Consumption Credit Application Processing Fee	Free	$5

Utility Handbook

NEW Miscellaneous Utility Fees & Charges

Item	Description	Current	Proposed
9	Lock Fee	$35	$50
10	Tampering Fee	$30	$150
11	Meter Removal Charge	$150	$300
12	Deposits	Water = $40 (residential meter size) Sewer Inside = $50 Sewer Outside = $60	Water = $60 (residential meter size; increase all meter sizes by $20) Sewer = $100 (inside or outside)
13	At-Risk Deposit	NEW	$50

Staff Proposed Utility Handbook Update & 1st & 2nd Public Hearings

- 1ST Public Hearing – **TBD**
  - First Reading of revised Ordinance Chapter 22 Water & Sewer. Vote on the Proposed Utility Handbook & Schedule of Rates, Fees, & Charges

- 2nd Public Hearing – **TBD**
  - Adopt the revised Ordinance Chapter 22 Water & Sewer, Utility Handbook, and Schedule of Rates, Fees, & Charges

Questions?



65 Stone Street
Cocoa, FL 32922

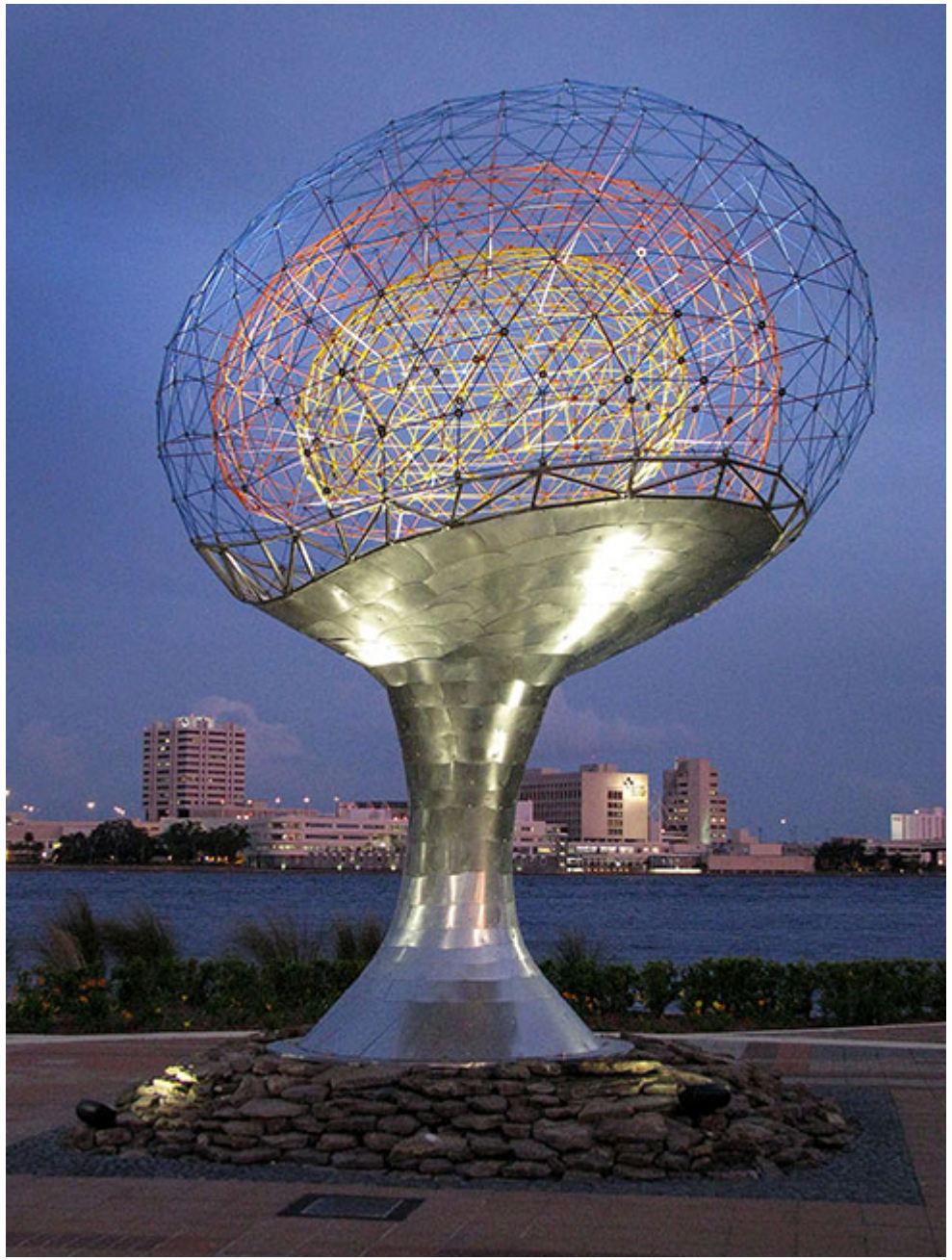
City of Cocoa

Legislation Details (With Text)

File #:	19-183	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/23/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Presentation by Catherine Alexander regarding "The Power of Public Art, City of Cocoa". (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	The POWER of Public Art City of Cocoa.pdf				

Date	Ver.	Action By	Action	Result

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The Power of Public Art

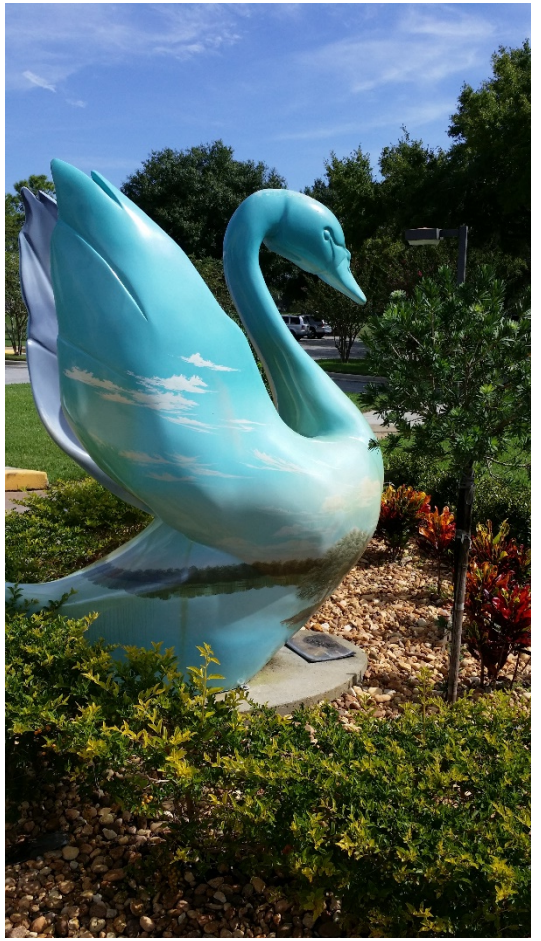
Catherine Alexander, Project Manager
Alexander.catherine55@ymail.com
City of Cocoa, City Council
APRIL 24, 2019

What is Public Art?



Tillie K. Fowler Memorial Sculpture in Jacksonville, Fl.

Art Competition with Swan Sculptures in Lakeland Fl.



Airports

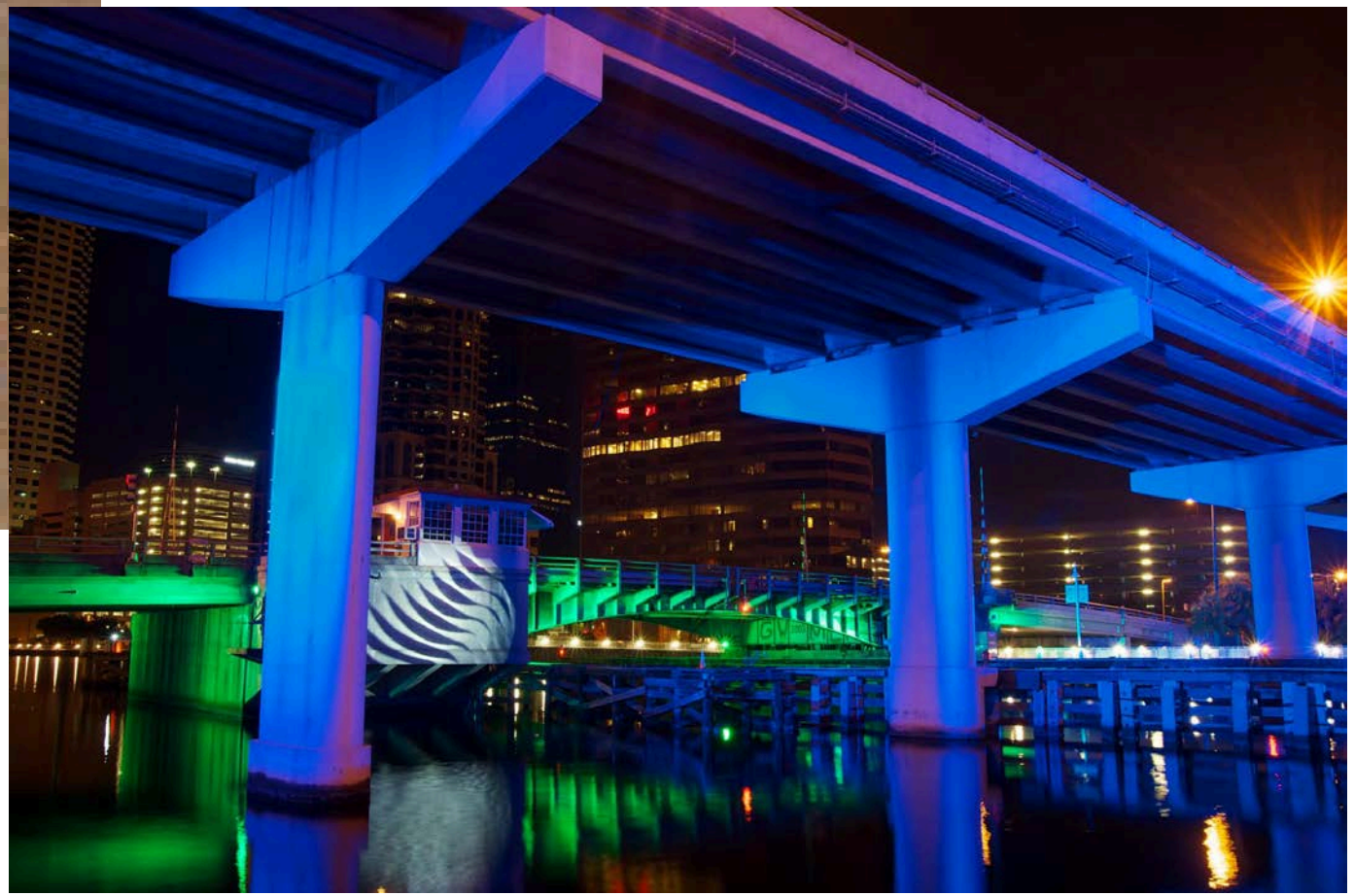


The Public Art Program at Jacksonville International Airport continues to grow and will welcome future generations home to Jacksonville.

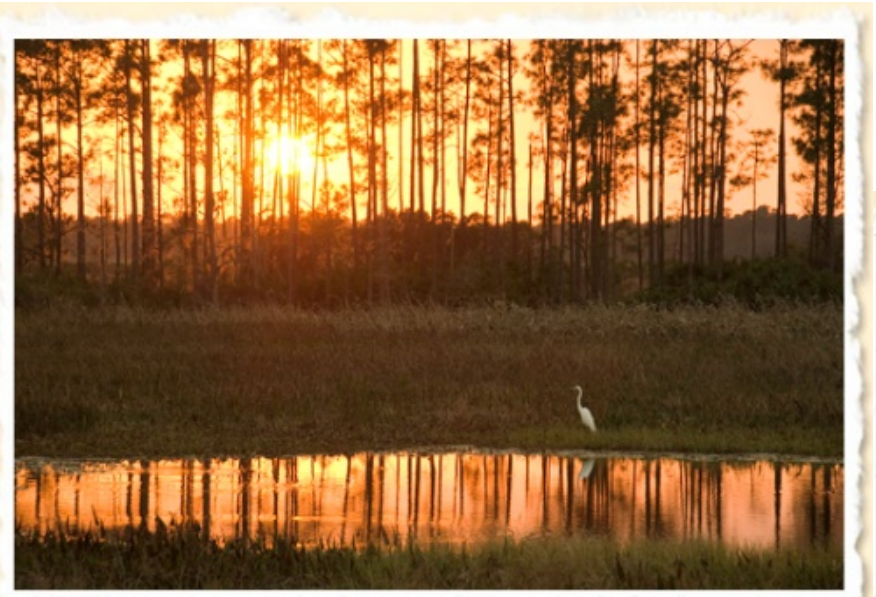


Bridges, Buildings





Photographic Exhibits







John Moran
Florida's "Photographer Laureate"
Exhibit at the Florida State Building
in Tallahassee

And Also, Events







Magic Carpet installation,
Fairmont Park, Philadelphia, Pa.

“Her Virtue is Patience”, Phoenix center city park installation, Artist - Echelman Studios



Local Public Art ..



Emory L. Bennett statue
in Cocoa’s Riverfront Park



Melvin Morris statue in
Cocoa’s Riverfront Park

ART WORKS!

- **Americans for the Arts** - The Arts are Economic Drivers, Educational Assets, Support Health and Wellness, Serve as Civic Catalysts, and Preserve Cultural Legacies

- **National Assembly of State Arts Agencies**, *"Why Should Government Support the Arts?"*
  - ✓ Improves the Impact of Other Public Policies
  - ✓ Dynamic Contributor to the Small Business Sector
  - ✓ Public Art Attracts Investment and Locally Recirculates Income
  - ✓ Creativity is a Competitive Advantage
- **National Governors Association,** *"Five Roles for Art, Culture and Design"*
  - ✓Provides specific actions to develop fast growth industry clusters, help mature industries become more competitive, and deliver a better prepared workforce
  - ✓Art and Design are critical ingredients for innovative place and can catalyze community revitalization

Why I Care About Public Art…
and Why It Matters

Placemaking - **Public Art provides a Sense of Place for Citizens and Visitors**

STEAM - art supports other aspects of education

Art Works - it can solve problems **- it is an Economic Engine for Growth**

- Growing the Tax Base by attracting high tech businesses
- Educating Youth in the Industries of Tomorrow (STEAM)
- Reviving manufacturing, providing good jobs for all our citizens
- Revitalizing older neighborhoods and address high crime and poverty
- Attracting Tourists – **"branding"**

LET’S START WITH ONE SMALL STEP…

BETTER Bus Shelters For Brevard

A Marketing Opportunity in Partnership with Transit

Branding Unique To Each City or Community In Brevard



WHAT'S NEXT?

"ONE SMALL STEP"…

Better Bus Shelters in Brevard

- Utilize **Design Themes** Unique to Brevard County and Each City
- Address under-served areas of your community



Bus Shelter with Custom Graphic



Bus Stop

- Wind Rated to 140 MPH +
- Name/Route/Number
- Unique Design for Each City – **Branding Opportunity**
- Integrated Solar and LED Lights



Survey Results, continued

Key Elements Of A Successful Public Art Program

- Inclusive and collaborative **strategic planning** for a comprehensive program
- Select public art that reflect the **unique character** of the community
- Provisions for on-going **maintenance**
- A **dedicated funding** source

Approximate Cost to Add Art

- $ 600 – Custom back panel with design embedded in the back panel of the shelter
- OTHER OPTIONS
- $ 50 – Student art installed on a temporary basis
- $ 300 – Art wrap depicting local artist's work reflecting the unique qualities of your community, installed for a 6 month period
- Who can fund it – TDC, County, City, Private Business and Non-Profits

Next Step For Your Group?

- ✓ Develop a **Strategic Plan** for Public Art as it relates to Affordable Housing, Transit Opportunities and Bus Shelters
  - ✓ Work with SCAT to Identify High Priority Locations
  - ✓ Strengthen Existing Partnerships – HUD, CRAs, Cocoa artists, Schools
  - ✓ Investigate **Opportunity Grants (2019)** to improve transit opportunities
  - ✓ Incorporate Shelters with Unique Designs that reflect the City's culture and History
- ✓ Integrate Bus Shelter Pads into Public Utility Upgrades

- Please Share My Contact Info:
  - Catherine Alexander, alexander.catherine55@ymail.com, 321-693-5005

BACKUP SLIDES

- Research with Sources
- Brainstorming for Art Themes

Public Art Works

Best Practices Research Included in Developing This Report:

- Americans for the Arts – “Public Art by the Book”
- National Assembly of State Arts Agencies – State Policy Brief- “Why Should Government Support the Arts”
- **National Governors Association – “New Engines for Growth – Five Roles for Art, Culture and Design”**
- Public Art Review by the Forecast Public Art
- BCA Survey of communities across the U.S., similar in population to Brevard (500,000)

Art in Public Places Advisory Committee Survey Results

A majority of the respondents identified **positive impacts** on the community as a result of their public art project:

- Increase in number of visitors to the community,
- Increase in economic development
- Increase in the number of citizens participating in cultural events

- 14% of respondents acknowledged that it is difficult to quantify the impact
- Respondents specifically identified the following **challenges or lessons learned** associated with their public art program:
  - Wavering support from council members for art work that was not figural or nature based. Abstract art is not as well understood or received,
  - Public art is frequently misunderstood and runs the risk of being seen as an unnecessary addition to an already costly project,
  - Working with diverse agencies to accomplish the project,
  - Safety, Cleaning and Maintenance of installations

How Would You Design Your Bus Shelter?

- Town Square?
- Riverfront ?
- Orange Groves ?
- Oak Trees ?
- ????

Legislation Details (With Text)

File #:	19-170	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/12/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Presentation of Certificate of Completion to Deputy Mayor Warner for the IEMO III: The Leadership Challenge, through Florida League of Cities, March 1-2, 2019. (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	IEMO III Certificate and Letter.pdf				

Date	Ver.	Action By	Action	Result

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

April 3, 2019

Clerk
City of Cocoa
65 Stone St
Cocoa, FL 32922

Greetings from the Florida League of Cities University:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the City of Cocoa for completion of the 2019 Institute for Elected Municipal Officials III: The Leadership Challenge (IEMO III) held March 1-2 in Tampa, Florida.

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

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

Sincerely,

Shwanda T. Barnette
FLC University
Florida League of Cities

Enclosure

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

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

April 3, 2019

The Honorable Brenda Warner
Councilwoman
65 Stone Street
Cocoa, FL 32922

Dear Brenda Warner:

On behalf of the FLC University, I am pleased to award this certificate to you for the completion of the IEMO III: The Leadership Challenge held March 1-2, 2019, in Tampa, Florida.

We hope that you found the program challenging and worthwhile. We encourage you to take advantage of other training opportunities through FLCU – and hope you will let us know if we can customize a class for your city.

We strongly believe that your attendance at the IEMO III is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

You are now eligible for IEMO IV, which builds on your personal leadership skills. We are waiting to learn the date for the 2018 IEMO IV Class. It will run at the conclusion of the Legislative Conference in the fall. We will send this information to you via email, once it is known.

Thank you for your continuing dedication to your city, to public service, and to the future of Florida. We hope to see you at future FLC and FLC University events.

Sincerely,

Lynn S. Tipton

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

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

IEMO III:
THE LEADERSHIP CHALLENGE

Certificate of Completion

March 1 - 2, 2019, Holiday Inn Tampa Westshore

Awarded to

Councilwoman Brenda Warner

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Legislation Details (With Text)

File #:	19-190	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/25/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Proclamation: Proclaiming the Week of May 5-11, 2019 as "Drinking Water Week". (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Drinking Water Week.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2019
Agenda Date: May 8, 2019
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Proclamation - To Proclaim May 5 - 11, 2019 as Drinking Water Week

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Budgeted — Choose an item.
If not budgeted, is amendment/transfer attached? — Choose an item.

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Enter text here, same as Requested Action

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *water is one of our most valuable natural resource; and*

WHEREAS, *water is a basic and essential need of every living creature; and*

WHEREAS, *tap water is important for public health protection, fire protection, support for our economy and the quality of life that we all enjoy; and*

WHEREAS, *the measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and*

WHEREAS, *we are all stewards of the water infrastructure upon which future generations depend; and*

WHEREAS, *each of us as a citizen and customer of our water utility is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water; and*

WHEREAS, *the State of Florida, the Water Management Districts, and the City of Cocoa work together to increase awareness about the importance of water conservation and other water related issues; and*

WHEREAS, *every day, 24 hours a day, 365 days a year, dedicated men and women make significant contributions in developing, operating, and maintaining these water systems.*

NOW, THEREFORE, *I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim May 5-11, 2019 as:*

"Drinking Water Week"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 8th day of May, 2019.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-193	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/25/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Proclamation: Proclaiming the week of May 19-25, 2019 as "National Public Works Week". (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Public Works Week.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 25, 2019
Agenda Date: May 8, 2019
Prepared By: Abby Diaz, Assistant City Engineer
Through: Ed Wegerif, PE, Public Works Director/City Engineer
Requested Action:
Approve Proclamation declaring the week of May 19th through May 25th as National Public Works Week.

BACKGROUND:

Public Works services provided in our community are an integral part of citizens' everyday lives and the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as stormwater infrastructure operations and maintenance, streets and highway maintenance, city buildings, solid waste collections, and parks and grounds maintenance.

STRATEGIC PLAN CONNECTION:

Safe and clean streets, attractive parks and buildings which enhances the overall appearance of the city and enriches the lifestyle of the citizens and visitors.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

Council approved a proclamation declaring Public Works Week in May 2018.

RECOMMENDED MOTION:

Approve Proclamation declaring the week of May 19th through May 25th as National Public Works Week.

CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Cocoa; and*

WHEREAS, *these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, stormwater infrastructure, solid waste systems, public buildings, and other structures and facilities essential for our citizens; and*

WHEREAS, *it is in the public interest for the citizens, civic leaders and children in Cocoa to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and*

WHEREAS, *the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association.*

NOW, THEREFORE, *I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby designate the week May 19 – 25, 2019 as:*

"National Public Works Week"

And urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 8th day of May, 2019.

Mayor

ATTEST:

City Clerk

65 Stone Street
Cocoa, FL 32922

City of Cocoa

Legislation Details (With Text)

File #:	19-195	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/26/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Proclamation: Proclaiming May, 2019 as "National Water Safety Month" and May 15, 2019 as "International Water Safety Day". (Connie Harvey)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	National Water Safety Month & International Water Safety Day.pdf				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *drowning is the leading cause of accidental death for children between 1 and 4 years old in the United States, second for children under the age of 14 and fifth for people of all ages; and*

WHEREAS, *Florida has the tragic distinction of leading the nation in child drownings, and the drowning rate in Brevard County is more than twice the drowning rate in the United States; and*

WHEREAS, *drownings can and do occur wherever there is water, including backyard swimming pools and spas, portable pools, bathtubs and buckets as well as in natural environments, including the ocean, rivers, canals and ponds; and*

WHEREAS, *to help prevent these needless tragedies, the American Red Cross urges everyone – children and adults alike – to become water competent, which means knowing the layers of protection to prevent drowning, learning swimming and water safety skills, and knowing how to respond to a water emergency, including how to perform CPR; and*

WHEREAS, *working with Brevard County Parks and Recreation, Central Division, the Red Cross Aquatics Centennial Campaign is helping equip children and families with these lifesaving knowledge and skills in the County's Neighborhood Strategy Areas within the City of Cocoa and at Joe Lee Smith Pool; and*

WHEREAS, *the City of Cocoa and Historic Cocoa Village Association is helping raise awareness of drowning and educating residents about actions they can take to prevent drowning by supporting International Water Safety Day and the American Red Cross Aquatics Centennial Campaign in our City; and*

NOW, THEREFORE, *I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim month of May, 2019 as:*

"National Water Safety Month"

And May 15, 2019 as

"International Water Safety Day"

The City of Cocoa, Florida is calling upon each citizen to take actions to become water competent so that children and adults can enjoy the water safely and to help save lives.

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 8th day of May, 2019.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-147	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/9/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) Submersible Mixers from Ovivo USA, LLC, Salt Lake City, Utah, for the Sellers Water Reclamation Facility. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2019-036: Sole Source - Ovivo USA 02_11_19 Signed Amendment to PO Terms & Conditions Sole Source Letter - Ovivo.pdf QSSW100724 - Jerry Sellers - Cocoa FL_4 23 19.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 9, 2019
Agenda Date: May 8, 2019
Prepared By: Brent Heimbecker, Chief Operator, Sellers WRF
Through: Frank Palmieri, Superintendent, Sellers WRF
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) Submersible Mixers from Ovivo USA, LLC, Salt Lake City, Utah, for the Sellers Water Reclamation Facility

BACKGROUND:

The Sellers Plant submersible mixers have lived out their useful life. As such, it is critical that the submersible pumps are operational and functioning properly. In addition, over the last five years, the existing mixers have experienced an expense increase in maintenance and repairs.

Ovivo is the only vendor that sells these submersible mixers for the Municipal Waste Water Industry. This product was chosen because the Plant was designed for these mixers and staff desires to keep the same design and configuration.

In FY2019, the amount of $72,300 was budgeted by staff in Account No. 421-4120-536.64-00, Project No. WS19MX in anticipation of this project.

Staff recommends approval of this sole source purchase of four (4) submersible mixers from Ovivo

USA, LLC.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$72.287.78
Account Number	421-4120-536.64-00, WS19MX
Account Name	Machinery & Equipment
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Four (4) Submersible Mixers from Ovivo USA, LLC, Salt Lake City, Utah, for the Sellers Water Reclamation Facility.

RESOLUTION NO. 2019-036

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 8th day of May, 2019.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2019-036

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing four (4) submersible mixers from Ovivo USA, LLC, Salt Lake City, Utah, for the Sellers Water Reclamation Facility.

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

_____

John A. Titkanich, Jr., City Manager

Amendment to PO Terms & Conditions

In the event of conflict between the Purchaser Order documents and the Amendment herein, the terms of the Amendment shall control. The parties are City of Cocoa ("Buyer") and Ovivo USA, LLC ("Seller").

Limitation of Liability and Consequential Damage Disclaimer

To the extent permissible by applicable law, Seller shall have no further liability in connection with this Purchaser Order in excess of the cost of correcting any defects, or in the absence of any defect, in excess of the value of the equipment supplied hereunder. However, notwithstanding any other provision of the Purchaser Order to the contrary, in no event shall Seller be liable for any punitive, exemplary, special, incidental, or consequential loss or damage suffered by Buyer, or any other party, in connection with this Purchaser Order.

Indemnity

Any and all indemnity obligations of Seller in connection with this Purchaser Order shall be limited to the extent of to its negligence or willful misconduct.

City of Cocoa
("Buyer")

By: _____

Name: John A. Titkanich, Jr., AICP, ICMA-CM

Title: City Manager

Date: 2/06/19

Ovivo USA, LLC
("Seller")

By: _____

Name: VALERE MORISSETTE

Title: Senior Vice President

Date: 1-28-2019.

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123-2583 USA

Telephone: 801.931.3000
Facsimile: 801.931.3080
www.ovivowater.com

OVIVO Worldwide Experts in Water Treatment

April 24, 2019

City of Cocoa
Jerry Sellers WRF
375 N Cocoa Blvd
Cocoa FL 32922

To whom it may concern:

Please be advised OVIVO USA, LLC (Formerly known as Eimco Water Technologies – EWT) is the "sole supplier" of all original: EIMCO, EIMCO Process Equipment, Baker Process, EIMCO Water Technologies, EIMCO Municipal Water and Wastewater Equipment and Parts.

OVIVO USA, LLC's sole designated Sales Representative for your area is:

TSC-Jacobs North, Inc.
24156 SR 54
Lutz, FL 33549
John Verscharen, P.E.

Purchase orders are to be made out to: Ovivo USA, LLC and will be invoiced directly.

Respectfully,

Daniel Kirby
Product Manager – Aeration Process Group
Office Phone: (801) 931-3177
Office Fax: (801) 931-3080
Email: daniel.kirby@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, UT 84123
Phone: (801)931-3000 Fax: (801)931-3080

Customer Quote

ATTENTION: Jack McElroy **PHONE NO: 321-639-7681**

SOLD TO	CUSTOMER NUMBER 100953	SHIP TO
Cocoa, City of **Attn: Accounts Payable** **65 Stone Street** **Cocoa FL 32922** **USA**		**City of Cocoa** **Jerry Sellers WRF** **375 N Cocoa Blvd** **Cocoa FL 32922** **usa**

QUOTE #	DATE	TERMS	CUSTOMER RFQ	SALESPERSON	CURRENCY
QSSW100724	4/23/2019	Net 30 days		.TSCJ-LU	USD

L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
1	**PART # "QUOTATION"** TR60-2.36-4/8 Drawing: N/A	1	EA	14 - 16 WEEKS	14,800.00	14,800.00
2	**PART # "QUOTATION"** TR75-2.21-6/24 Drawing: N/A	1	EA	14 - 16 WEEKS	18,416.67	18,416.67
3	**PART # "QUOTATION"** TR90-2.16-6/8 Drawing: N/A	1	EA	14 - 16 WEEKS	19,606.67	19,606.67
4	**PART # "QUOTATION"** TR90-2.23-4/12 Drawing: N/A	1	EA	14 - 16 WEEKS	19,474.44	19,474.44

Your point of contact is:
Daniel Kirby
Product Manager
Aeration Process Group
Email: daniel.kirby@ovivowater.com
Phone: 801-931-3177
Fax: 801-931-3090

Sale Amount: **72,297.78**
Total Amount: **72,297.78**
USD

DATE: 4/23/2019

A) The Ovivo USA, LLC Terms and Conditions of Sale are attached and made essential parts of the Ovivo USA, LLC proposal or purchase order confirmation. These terms and conditions replace and supersede any terms and conditions or warranty included in Buyer's or Owner's purchase order, requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo USA, LLC.

B) GST and all other taxes are extra, if applicable.

C) Pricing valid for acceptance 30 days from date of the proposal document, and will be subject to change thereafter.

D) Shipping shall be (FCA) Free Carrier at point of manufacture unless otherwise stated above. Insurance is the responsibility of Buyer.

E) Payment terms are stated above.

F) Duty, freight and brokerage costs are for Buyer's account unless stated otherwise herein.

G) Minimum billing of $100 per order.

H) Notwithstanding any liabilities or responsibilities it has assumed hereunder, Ovivo USA, LLC shall in no event be responsible to Buyer or any third party in contract or in tort, or otherwise, for loss or damage sustained as a result of the operation of the equipment, loss of use, expenses involved in loss of capital claims or Buyer's or Owner's loss of profit or revenues, or any other indirect, incidental, special or consequential loss or damage, whether arising from defects, delay, or any other cause whatsoever.

I) Current Ovivo USA, LLC paint specifications shall apply unless otherwise specified.

J) Any and all stock or "off the shelf" parts returned to Ovivo USA, LLC are subject to a re-stocking fee equal to 25% of their respective invoice price. All other parts, including but not limited to customized and special manufactured parts, shall, at the sole discretion of Ovivo USA, LLC be (i) subject to a restocking fee of 45% of their respective invoice price or (ii) non-refundable.

PLEASE ADDRESS AND SUBMIT YOUR PURCHASE ORDER TO THE ADDRESS INDICATED ABOVE.

OVIVO®

Worldwide Experts in Water Treatment

Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER. .

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

Revision Date - September 2010

DATE: 4/23/2019

Legislation Details (With Text)

File #:	19-175	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/18/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Approve Amendment No. 1 to Task Order 2019-04 with Carollo Engineers Inc., Orlando, Florida, for the SCADA Programming Services VTScada, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2019 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO (2019-04.1) CAROLLO 4.22.19 - $34346.80 - UT-SE T.O. 2019-04.1 - Proposal Engineering Services Fee Overall Engineering Services Fee Budget Resolution - T.O. 2019-04.pdf BAF-UT-Carollo PO74249 (5-8-19) Agenda 19-175.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2019
Agenda Date: May 8, 2019
Prepared By: Misty McLendon, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment No. 1 to Task Order 2019-04 with Carollo Engineers Inc., Orlando, Florida, for the SCADA Programming Services VTScada, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2019 Budget

BACKGROUND:

On November 14, 2018, Task Order No. 2019-04 was issued to Carollo Engineers, Inc. to provide the Sellers Water Reclamation Facility SCADA programming services for the VTScada system, LCP's and RTU's on an as-needed basis. They will also renew software licenses and support contracts at the direction of the Sellers staff. These renewals are anticipated to include XL Report Support, Micromain and Trihedral VTScada.

Sellers staff is requesting approval of Amendment No. 1 to Task Order No. 2019-04 with Carollo Engineers, Inc. for additional support on SCADA Programming and a resolution to amend the FY2019 budget to transfer funds in the amount of $34,347 to cover the shortfall of P.O. 74249 issued to Carollo Engineers, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Budget Adjustment Form #2019-083

Amount Requested	$34,347
Account Number	421-4120-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	421-4120-536.31-03 WS1510
Change Order Amount	$34,347
Original Purchase Order	74249
Original P.O. Amount	$38,540.00
Total number of change orders to date	1
Total amount in change orders to date	$34,346.80

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Amendment No. 1 to Task Order 2019-04 with Carollo Engineers Inc., Orlando, Florida, for the SCADA Programming Services VTScada, LCP's, and RTU's at the Jerry Sellers Water Reclamation Facility; To Approve a Resolution Amending the FY2019 Budget.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=7200463&GUID=DB005E2A-8FBF-405E-870F-315A2461B3EC* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 2019-04

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

Fiscal Year 2019 Jerry Sellers WRF SCADA Maintenance (PROJECT)

AMENDMENT NO. 1 – PROGRAMMING AND AS NEEDED SERVICES
April 13, 2019

EXHIBIT 1 – SCOPE OF SERVICES

A. PROJECT UNDERSTANDING

The City of Cocoa (OWNER) operates the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant SCADA system consisting of VTScada, Allen-Bradley Local Control Panels (LCPs), and Motorola MOSCAD L and ACE 3600 Remote Terminal Units (RTUs). These SCADA system components require regular maintenance and upgrades.

This scope of services is for the programming and as needed services necessary to maintain the equipment for the remained of Fiscal Year 2019. The initial Task Order did not include sufficient funding for the entire Fiscal Year as stated in the Task Order's Project Understanding.

The following is understood:

- The OWNER will provide knowledge on existing programming infrastructure and equipment through the use of OWNER staff input and previously contracted engineers.
- The OWNER shall provide the ENGINEER with the ability to remotely access the City's SCADA system in order to provide remote as needed and emergency services.

B. SCOPE OF WORK

Task 1 – SCADA Programming

The ENGINEER will provide SCADA system programming services for the OWNER's VTScada system, LCPs, and RTUs on an as needed basis. ENGINEER will provide these services as requested by the OWNER on an hourly basis using the OWNER's programming software and licenses. No work will proceed without authorization from the OWNER.

Task 2 – As Needed and Emergency On-Call Services

The ENGINEER will provide any other as needed services and emergency on-call services requested by the OWNER on an hourly basis. No work will proceed without authorization from the OWNER. OWNER will provide ENGINEER with remote VPN access to their system to allow for offsite support.

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee Maintain Plant and Lift Station Telemetry/SCADA Maintenance and Updates - Amendment #1 Engineering Services		Professional ES III	Lead Project Professional ES VII	Senior Professional ES VIII	Senior Technician ET VIII	Admin/Clerical	Word Processing	Office Staff	Total Hours	Total Labor Cost (Not-to-Exceed)
	Labor Rate	$ 133.59	$ 204.75	$ 225.00	$ 144.46	$ 70.96	$ 90.00	$ 69.00		
	TASK AND DESCRIPTION									
	SCADA Programming and As Needed Services	220	12						232	$31,846.80
	Total Hours and Labor Costs	220	12	0	0	0	0	0	232	$31,846.80
	Travel and ODCs									$2,500.00
	TOTAL NOT-TO-EXCEED FEE (CAROLLO ENGINEERS INC.)									$34,346.80

EXHIBIT 2 - OVERALL ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Overall Engineering Services Fee Maintain Plant and Lift Station Telemetry/SCADA Maintenance and Updates - Amendment #1 Preliminary Design Engineering Services		Total Project Not-to-Exceed Costs
	TASK DESCRIPTION	
	SCADA Programming and As Needed Services	$ 31,846.80
	Travel and ODCs	$ 2,500.00
	Total Project Hours and Labor Costs	$ 34,346.80
	TOTAL NOT-TO-EXCEED COSTS	**$34,346.80**

RESOLUTION NO. 2019-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of May, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 1

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Utilities | DATE PREPARED: 04/17/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 34,347)	421-4120-536.31-03	WS1510	ENGINEERING SERVICES	$ 40,000	$ 40,000	$ 5,653	$ 5,653
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 34,347)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 34,347	421-4120-536.46-00		REPAIRS AND MAINTENANCE	$ 331,576	$ 334,738	$ 369,085	$ 53,003
$ 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
$ 34,347	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Addition budget is needed to cover Task Order No. 2019-04 with Carollo Engineers, Inc. for additional support on SCADA Programming. PO# 74249, has a shortfall of $34,347. Excess budget exist in the Engineering Services account due to the cancellation of project WS1510. Agenda 19-175

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/08/19 *RESOLUTION #:* *2019-038*

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.

4/18/19	Brentley Heimbecker	Digitally signed by Brentley Heimbecker Date: 2019.04.18 08:54:17 -04'00'	4/29/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.29 16:37:50 -04'00'	
Date	Requestor's Signature		Date	Finance Approval Signature	Date Finance Director's Signature
4/18/19	John "Jack" Walsh	Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2019.04.18 11:41:32 -04'00'	4/29/19	Lora Howell Digitally signed by Lora Howell Date: 2019.04.29 16:40:28 -04'00'	
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-172	**Version:** 1	**Name:**	Cross Brands AVT Revocation	
Type:	Ordinance		**Status:**	Public Hearing	
File created:	4/16/2019		**In control:**	City Council	
On agenda:	5/8/2019		**Final action:**		
Title:	Approve the first reading of Ordinance No. 03-2019 revoking the economic ad valorem tax exemption previously granted to Cross Brands Manufacturing, L.L.C. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-2019 AVT Revocation - Cross Brands Ad Valorem Tax Abatement Economic Incentive Agreement (Executed, recorded) Economic Development Incentive Grant Agreement (fully executed, recorded) Notice of Termination - Grant Agt - Cross Brands Notice of Termination - Incentive Agt - Cross Brands NOTICE OF PUBLIC HEARINGOrderConf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 16, 2019
Agenda Date: May 8, 2019
Prepared By: Samia Singleton, Economic Development Specialist
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the first reading of Ordinance No. 03-2019 revoking the economic ad valorem tax exemption previously granted to Cross Brands Manufacturing, L.L.C.

BACKGROUND:

In 2016, Cross Brands Manufacturing, L.L.C. (“Cross Brands”) requested an ad valorem tax exemption for the establishment of a health and beauty product, manufacturing and distribution facility in Cocoa, Florida. On May 24, 2016, the City granted Cross Brands an economic development ad valorem tax exemption for a period of seven (7) years, subject to the terms and conditions of Resolution No. 2014-18 and Ordinance No. 11-2016, and approved an Economic Development Incentive Fund for Cross Brands. Also on May 24, 2016, the City and Cross Brands entered into an Economic Development Incentive Grant Agreement, setting forth the terms and conditions of Cross Brands’ receipt of the grant funds and an Ad Valorem Tax Abatement Economic Incentive Agreement, setting forth the terms and conditions of the ad valorem exemption. Ordinance No. 11-2016 and both Agreements expressly require Cross Brands to file annual reports by January 31 of each year and maintain business operations within the jurisdictional boundaries of the City of Cocoa.

Cross Brands has not filed any annual reports to date. In addition, Cross Brands moved its business out of the City of Cocoa in or about August 2018. The failure to file an annual report and the move from the City of Cocoa are material breaches of the terms and conditions of both Agreements. The City sent Notices of Termination of both Agreements to Cross Brands on April 19, 2019, giving Cross Brands fifteen (15) days to cure the breach. Cross Brands failed to cure the breach within the fifteen (15) day period. As such, both Agreements terminated effective May 4, 2019.

Both Resolution No. 2014-18 and Ordinance No. 11-2016 expressly authorize the City Council to revoke, by ordinance, an economic development ad valorem tax exemption if an applicant fails to comply with any term or condition of the exemption. Cross Brands has failed to comply with the terms and conditions of the exemption and thus the exemption should be revoked.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A. Cross Brands has not received any ad valorem tax exemptions.

PREVIOUS ACTION:

On May 10, 2016, approved a Resolution certifying Cross Brands Manufacturing, LLC for an Ad Valorem Tax Abatement and authorized City Staff to retain a copy of the application for the City and to forward the Resolution and the original application to the Brevard Property Appraiser for review and evaluation.

On May 10, 2016, Ordinance No. 11-2016/First Reading: Granting Cross Brands Manufacturing, LLC and Ad Valorem Tax Abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company.

On May 24, 2016, Ordinance No. 11-2016/Second and Final Reading: Granting Cross Brands Manufacturing, LLC and Ad Valorem Tax Abatement of 70 percent phased out over seven (7) years, and allow the City Manager to enter into an Economic Incentive Agreement between the City and the company.

RECOMMENDED MOTION:

Approve the first reading of Ordinance No. 03-2019 revoking the economic ad valorem tax exemption previously granted to Cross Brands Manufacturing, L.L.C.

ORDINANCE NO. 03-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO CROSS BRANDS MANUFACTURING, L.L.C. ORIGINALLY AUTHORIZED BY ORDINANCE 11-2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Citizens of the City of Cocoa voted to provide economic incentives to new and expanding businesses in the November 8, 1995 general election and again during the 2005 and 2015 general elections; and

WHEREAS, in 2016, Cross Brands Manufacturing, L.L.C. ("Cross Brands") requested that the City exempt ad valorem taxes for the establishment of business manufacturing and distributing health and beauty products; and

WHEREAS, the City adopted Ordinance 11-2016 by which it granted Cross Brands an economic development ad valorem tax exemption for a period of seven (7) years, subject to the terms and conditions of Resolution 2014-18; and

WHEREAS, Resolution 2014-18 and Ordinance 11-2016 expressly authorize the City Council to revoke, by ordinance, any economic ad valorem tax exemption if an applicant fails to comply with any term or condition of the exemption, and additionally authorizes the City Council to reimpose any ad valorem taxes previously exempted; and

WHEREAS, Cross Brands has not received any exemptions pursuant to the Ordinance; and

WHEREAS, Cross Brands moved its business out of the City in or about August 2018, thereby not satisfying the conditions specified by Ordinance 11-2016; and

WHEREAS, the City desires to expressly revoke the economic development ad valorem tax exemption granted to Cross Brands, due to its breach of the specified conditions; and

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

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

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

Section 2. **Repeal of Economic Ad Valorem Tax Exemption.** The City Council of the City of Cocoa hereby repeals the economic development ad valorem tax exemption granted to Cross Brands Manufacturing, L.L.C. pursuant to Ordinance 11-2016.

Section 3. **Notice Provided to Brevard County Property Appraiser.** Upon adoption of this Ordinance by the City Council, the City Clerk shall send a certified copy of this Ordinance to the Brevard County Property Appraiser.

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

Section 5. **Not Incorporated into Code.** This Ordinance shall not be incorporated into the Cocoa City Code.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

City of Cocoa
GE

CFN 2016161856, OR BK 7689 PAGE 825.
Recorded 08/18/2016 at 01:53 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

SCANNED

AD VALOREM TAX ABATEMENT ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into this 24 day of May, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **CROSS BRANDS MANUFACTURING L.L.C.,** a Florida limited liability company ("**Cross Brands**").

RECITALS:

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

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

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

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

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

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

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

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

2. **Commitments by Cross Brands.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To CITY:

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

w/copy to:

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

To CROSS BRANDS:

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

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

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

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

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

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

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

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

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

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

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

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

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

The City of Cocoa,
a Florida municipal corporation.

John A. Titkanich, City Manager

Date: 5/24/2016

ATTEST:

Carie Spealy, City Clerk

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

Name: Daniel C Beard
Title: VP

Date: 5/2/16

STATE OF Fl)
COUNTY OF Brevard)

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

CHRYSTIE ROBIDA
Notary Public - State of Florida
My Comm. Expires Sep 11, 2018
Commission # FF 159276

Notary Public - State of Fl
Chrystie Robida
Printed Name
My Commission Expires: 09/11/2018

City of Cocoa
JE

CFN 2016161856, OR BK 7689 PAGE 825.
Recorded 08/18/2016 at 01:53 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

AD VALOREM TAX ABATEMENT ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("**Agreement**") is made and entered into this 24 day of May, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **CROSS BRANDS MANUFACTURING L.L.C.,** a Florida limited liability company ("**Cross Brands**").

RECITALS:

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

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

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

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

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

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

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

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

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2016, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **CROSS BRANDS MANUFACTURING L.L.C.,** a Florida limited liability company located at 851 Greensboro Road, Cocoa, Florida 32926 ("**Cross Brands**").

RECITALS:

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(b) also expressly provides that a municpality may expend public funds to attract and retain business enterprises and that the use of such funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, the City is also vested with broad municpal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution, which would include the power to provide economic incentives to businesses to locate and expand within the City of Cocoa; and

WHEREAS, the City Council has established a strategic priority to pursue economic development and diversification of the City's tax base to facilitate job creation; and

WHEREAS, Cross Brands is seeking incentives to develop a new business within the City of Cocoa for the manufacturing and distributing of health and beauty care products which would generate approximately $2,100,000 in capital ($1,250,000 in building construction and $850,000 in machinery and equipment); and

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

WHEREAS, Cross Brands intends to increase the number of persons it employs by at least 60 full-time equivalent jobs by December 31, 2020, and that the average annual salary of its employees shall be at least $45,000.00; and

WHEREAS, on May 24, 2016, the City Council approved an Economic Development Incentive (EDI) Fund for Cross Brands in the amount of $300 per new job created, not to exceed $18,000, subject to the terms and conditions herein; and

WHEREAS, by separate action independent of this Agreement, the City Council also approved Ordinance No. 11-2016 on May 24, 2016, granting Cross Brands an ad valorem tax exemption for a term of seven (7) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting six (6) years thereafter, for seventy percent (70%) of the City's ad valorem taxes phased out over the seven year term; and

3. **Economic Development Incentive Grant Award.** The parties acknowledge that the economic development incentive grant award to Cross Brands shall be subject to Resolution 2014-19. Further, the grant award authorized by this Agreement, in accordance with Resolution 2014-19, shall be on a reimbursement basis and shall be subject to the following minimum requirements:

(a) Cross Brands is authorized to receive a grant award from the City in the amount of up to Three-Hundred and No/00 Dollars ($300) per new employee, not to exceed the total sum of Eighteen-Thousand and No/00 Dollars ($18,000.00) ("**Grant Award**"), which Grant Award may only be utilized for the limited expenditures authorized in Resolution 2014-19, attached herto and fully incorporated herein by this reference as **Exhibit "A"**. In no event shall Cross Brands receive Grant Award funds in excess of $18,000.00 under this Agreement, without separate and additonal approval of the City Council.

(b) The Grant Award shall be based solely on out-of-pocket costs incurred by Cross Brands and shall not include any in-kind contributions or internal work performed by the recipient and recipient's employees.

(c) Before any reimbursement is made by the City, the City's Community Service Department must confirm and verify that Cross Brands has fully completed and paid for the expenditures authorized to be reimbursed pursuant to this Grant Agreement. Verification shall require that, at a minimum, Cross Brands will provide the City a complete written accounting of eligible out-of-pocket costs incurred by Cross Brands. The accounting shall include copies of all applicable receipts, invoices, payment documentation, and completion certificates. Within ten (10) City working days of receipt of a complete accounting from Cross Brands, the Community Services Department will evaluate the written accounting and determine whether Cross Brands has fully satisfied the applicable reimbursement provisions of this Agreement and the eligible out-of-pocket costs as required by this Agreement. If the Community Services Department verifies that the reimbursement provisions have been satisfied and that the out-of-pocket costs are eligible for reimbursement, the City will promptly provide written notice to Cross Brands that verification has been determined and the Grant Award, or applicable portion thereof, will be made within thirty (30) days of said notice. In the event the Community Services Department cannot make such verification, based on the accounting provided by Cross Brands, the City will provide written notice to Cross Brands of such determination and Cross Brands will be provided additional time to make the verification required to support the Grant Award authorized by this Agreement.

(d) The City shall have the right to rescind this Grant Agreement and demand an immediate refund of any Grant Award provided by the City if Cross Brands fails to comply with any material terms or condition set forth in this Grant Agreement.

(e) This Agreement is subject to all of the terms and conditions set forth in Resolution 2014-19, whether or not any such term or condition is explictly referred to herein.

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

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

5. **Supplemental Incentives; Appropriations.** The Grant Award shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds except as specifically authorized herein. Any and all such appropriations are made at the sole discretion of the City Council.

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

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

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

9. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto. Unless this Agreement is terminated sooner by Cross Brands or the City pursuant to this Section, this Agreement shall remain binding and in effect until such time that Cross Brands has completed all of its obligations under this Agreement to the complete satisfaction of the City and Cross Brands has received its last annual ad valorem tax exemption pursuant to City Ordinance No. 11-2016. Upon such occurrence, this Agreement shall be deemed terminated and the parties will no longer have any rights, obligations or responsibilities under this Agreement.

(b) *Termination by City.* The City shall have the right to terminate this Agreement for cause including, but not limited to, on the basis of the following reasons: (1) Cross Brands has defaulted upon any material term or condition of this Agreement especially,

without limitation, the commitments made by Cross Brands which are set forth in Section 2 of this Agreement; (2) Cross Brands intentionally ceases operations of the operation of its business at the expansion site within the City during the Term of this Agreement; (3) Cross Brands is declared bankrupt or insolvent; (4) Cross Brands adopts a plan or resolution of liquidation of Cross Brands or sells substantially all of its assets; (5) Cross Brands engages in fraud or misleading annual reporting under Section 4 of this Agreement against the City; (6) Cross Brands engages in fraud or misleading accounting under the verification procedure set forth in Section 3(c) of this Agreement against the City; (7) any of Cross Brands' representations and warranties set forth in this Agreement are materially untrue at any time during the Term; (8) if a receiver or trustee is appointed on behalf of Cross Brands for purposes of taking control of the business expansion site with the City or substantially all of Cross Brands' assets within the City; (9) the business expansion site in the City or said assets are judicially seized for any reason, and possession of the business expansion site or said assets are not released to Cross Brands within ninety (90) days; or (10) Cross Brands engages in any criminal activities related to securing the approval of this Agreement from the City or related to Cross Brands' performance of the terms and conditions set forth in this Agreement.

(c) *Termination by Cross Brands.* Cross Brands may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

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

(e) *Remedies.* In the event of Cross Brands' breach of this Agreement, the City shall have the right to revoke the economic development incentives and to demand an immediate refund, in full, of the Grant Award provided to Cross Brands pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Cross Brands in writing regarding the revocation of the economic development incentives and such notice shall set forth the total sum due and owing to the City ("Refund Notice"). Cross Brands shall reimburse the City within 30 days from Cross Brands' receipt of the Refund Notice. Should Cross Brands fail to reimburse the City within 30 days of receipt of the Refund Notice, the City shall be entitled to recover the refund due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said taxes through all appellate proceedings. Moreover, the City shall have the right to recover the Grant Award through any and all available legal means, including, but not limited to, bringing an action in a state or federal court.

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

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

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

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

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

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

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

To CITY:	w/copy to:
John A. Titkanich, AICP Cocoa City Manager 65 Stone Street Cocoa, FL 32922	Anthony A. Garganese, City Attorney Garganese, Weiss & D'Agresta, P.A. P.O. Box 2873 Orlando, FL 32802-2873

To CROSS BRANDS:

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

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

17. **Indemnification and Hold Harmless**. Cross Brands shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Cross Brands, its agents, servants, officers, officials, employees, or subcontractors.

Cross Brands acknowledges the broad nature of the indemnification provided in this Section and further acknowledges that the City would not have entered into this Agreement without the inclusion of this indemnification and voluntarily makes this covenant and expressly acknowledges receipt of good and valuable consideration provided by the City in support of this indemnification clause. Notwithstanding, this indemnification clause shall not be interpreted as obligating Cross Brands to indemnify the City for events arising solely from the acts or omissions of the City and its officials, employees and agents.

18. **Assignment.** This Agreement shall not be assigned or transferred by Cross Brands without the prior written consent of the City Council of Cocoa at its sole discretion at a duly held public meeting.

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

20. **Conflict of Interest**. Cross Brands represents and warrants, and this Agreement is being made by the City in reliance thereon, that Cross Brands and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to

any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

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

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

23. **No Delegation of Police Power; Governmental Authority.** Cross Brands shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Cross Brands. The parties also specifically acknowledge and agree that this Agreement shall not limit or restrict the City's discretion in the exercise of its legislative, quasi-judicial, executive, governmental or police powers regarding the contents of any permit applications filed by Cross Brands with the City, and that the City does not guarantee any particular result for Cross Brands in connection with its applications for permits. The parties also acknowledge that all governmental actions to be taken by the City and its City Council, officials, employees, and boards shall be in conformance with applicable laws and ordinances with no guarantees or agreement by the City as to any particular recommendation or approval. Further, nothing in this Agreement shall be construed to waive or limit the City's governmental authority as a municipality to regulate Cross Brands or its operations.

24. **Time.** Time is of the essence of this Agreement and every term and provision of this Agreement.

25. **Cash Incentive Pledge; Taxing Power of the City.** The Grant Award required by Section 3 of this Agreement is being pledged by the City solely from the City's current assigned fund balance for economic development catalyst projects. During the term of this Agreement, Eighteen Thousand Dollars ($18,000.00) will be reserved by the City for purposes of paying Cross Brands the Grant Award pursuant to and conditioned upon the terms and conditions of this Agreement ("Pledged Fund"). This Agreement shall not be or constitute general

obligations or indebtedness of the City as "bonds" within the meaning of any constitutional or statutory provision, but shall be considered an economic incentive payable solely from the Pledged Fund in the manner and to the extent provided by this Agreement. Neither the full faith and credit of the City or any agency thereof is pledged to the payment of the Grant Award or any other economic incentive required by the City under the terms and conditions of this Agreement. No person or entity, including but not limited to, Cross Brands shall ever have the right to compel the exercise of any ad valorem taxing power by the City or agency thereof to pay the Grant Award or any other economic incentive offered by the City, or be entitled to payment of such Grant Award or any other such economic incentive from any money of the City or agency thereof except from the Pledged Fund in a manner and to the extent required by this Agreement. The Grant Award obligation or any other economic incentive offered by the City under this Agreement shall not constitute a lien upon any property or facility of the City.

26. **Limitations on Liability.** Unless otherwise expressly provided in this Agreement, the following limitations on liability shall apply in addition to any other limitations expressly stated herein:

(a) In no event shall Cross Brands be entitled to pursue an action for damages against the City for sums in excess of the amount of the Grant Award. The City's monetary liabilities shall in all instances be limited to the unpaid portion of the Grant Award hereunder.

(b) Except as expressly set forth herein, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO.

(c) NO PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY RIGHTS GRANTED HEREUNDER.

27. **Survival.** The obligations arising under Sections 3(d) regarding a Grant Refund, 17, 26 and any other provision limiting the City's liability under this Agreement shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses, costs, damages, fines and penalties of every kind and character or incurred or suffered by either party based upon events arising prior to the date of expiration or termination of this Agreement.

(Signature Page Follows)

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

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

The City of Cocoa,
a Florida municipal corporation.

John A. Titkanich, City Manager

Date: 5/24/2016

ATTEST:

Carrie Sealy, City Clerk

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

Name: Daniel C Board
Title: VP

Date: 5/2/16

STATE OF Fl)
COUNTY OF Brevard)

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

Notary Public - State of Fl
Printed Name: Chrystie Robida
My Commission Expires: 09/11/2018

CHRYSTIE ROBIDA
Notary Public - State of Florida
My Comm. Expires Sep 11, 2018
Commission # FF 159276

Cross Brands Manufacturing, L.L.C.
Attn. Charles Kasten
1938 Murrell Road
Rockledge, Florida 32955

NOTICE OF TERMINATION
ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

Notice is given this 18th day of April, 2019 to Cross Brands Manufacturing, L.L.C. ("Cross Brands"):

A. On May 24, 2016, the City of Cocoa, Florida ("City") approved an Economic Development Incentive Fund for Cross Brands in the amount of $300 per new job created, not to exceed $18,000.

B. On May 24, 2016, Cross Brands entered into an Economic Development Incentive Grant Agreement with the City, which set forth the terms and conditions of Cross Brands' receipt of the grant funds. The Agreement is effective until such time as Cross Brands completes all of its obligations under the Agreement and receives its last annual ad valorem tax exemption pursuant to Ordinance 11-2016, unless earlier terminated.

C. Cross Brands has not received any reimbursements under the Agreement.

D. Pursuant to the Agreement, Cross Brands is required to submit annual reports no later than January 31st of each year (Section 4). Further, as a material condition to receiving the economic incentive, Cross Brands agreed to maintain its existing business operations within the jurisdictional boundaries of the City of Cocoa for the term of the Agreement (Section 2(b)).

E. Cross Brands has breached the terms of the Agreement by (i) failing to file annual reports for 2017 and 2018 and (ii) moving its business out of the City in or around August 2018.

In accordance with Section 9(d) of the Agreement, the City hereby notifies Cross Brands that it must cure the above-described material breaches within fifteen (15) days of receipt of this Notice.

Should Cross Brands fail to cure the breaches within the fifteen (15) day time period, then, pursuant to Section 9(e), the Agreement will be terminated and the economic development incentives thereby granted will be revoked.

CITY OF COCOA, FLORIDA

BY: _____
John Titkanich, Jr., AICP, ICMA-CM,
City Manager

DATED: 4/18/2019

Cross Brands Manufacturing, L.L.C.
Attn. Charles Kasten
1938 Murrell Road
Rockledge, Florida 32955

NOTICE OF TERMINATION OF ECONOMIC INCENTIVE AGREEMENT

Notice is given this 18th day of April, 2019 to Cross Brands Manufacturing, L.L.C. ("Cross Brands"):

A. On May 24, 2016, the City of Cocoa, Florida ("City") adopted Ordinance No. 11-2016, pursuant to which Cross Brands was granted an ad valorem tax exemption for a term of seven (7) years for the construction of its business facility in the City.

B. On May 24, 2016, Cross Brands entered into an Ad Valorem Tax Abatement Economic Incentive Agreement with the City, which set forth the terms and conditions of the economic incentive granted to Cross Brands. The term of the Agreement runs from the date of execution until one (1) year after Cross Brands receives the full benefit of the ad valorem tax exemption.

C. To date, Cross Brands has not been granted any ad valorem tax exemptions.

D. Pursuant to the Agreement, Cross Brands is required to submit annual reports no later than January 31st of each year (Section 4). Further, as a material condition to receiving the economic incentive, Cross Brands agreed to maintain its existing business operations within the jurisdictional boundaries of the City of Cocoa for the term of the Agreement (Section 2(b)).

E. Cross Brands has breached the terms of the Agreement by (i) failing to file annual reports for 2017 and 2018 and (i) moving its business out of the City in or around February 2018.

In accordance with Section 8(d) of the Agreement, the City hereby notifies Cross Brands that it must cure the above-described material breaches within fifteen (15) days of receipt of this Notice.

Should Cross Brands fail to cure the breaches within the fifteen (15) day time period, then, pursuant to Section 8(e), the Agreement will be terminated and the economic development incentives thereby granted will be revoked.

CITY OF COCOA, FLORIDA

BY: _____
John Titkanich, Jr., AICP, ICMA-CM,
City Manager

DATED: 4/18/2019

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003528939
Pymt Method Invoice
Net Amt: $299.85

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/29/19

Text of Ad:

AD#3528939, 4/29/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

May 8, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, May 8, 2019, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinances on First Reading, titled as follows:

ORDINANCE 03-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO CROSS BRANDS MANUFACTURING, L.L.C. ORIGINALLY AUTHORIZED BY ORDINANCE 11-2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 05-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO DIAMONDBACK CNC, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 08-2012; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 06-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO GENO, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 12-2015; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 12-2015 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 07-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO PARAGON PLASTICS, INC. ORIGINALLY AUTHORIZED BY ORDINANCE 17-2011; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 17-2011 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

Members of the public are encouraged to comment on the proposed ordinances

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

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

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

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

Dated this the 25th
day of April, 2019.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-186	**Version:** 1	**Name:**	Diamondback CNC, LLC AVT Revocation
Type:	Ordinance		**Status:**	Public Hearing
File created:	4/24/2019		**In control:**	City Council
On agenda:	5/8/2019		**Final action:**	
Title:	Approve the first reading of Ordinance No. 05-2019 revoking the economic ad valorem tax exemption previously granted to Diamondback CNC, LLC. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance No. 05-2019: AVT Revocation - Diamondback Notice of Termination - Incentive Agt - Diamondback DiamondbackCNCLLC_Executed EDAgreement 2014-018 (Ad Valorem Tax Ememptions) 2012-028 (Certifying Diamondback CNC, LLCs application) 08-2012 (Ad Valorem TAx Exemption) NOTICE OF PUBLIC HEARINGOrderConf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2019
Agenda Date: May 8, 2019
Prepared By: Samia Singleton, Economic Development Specialist
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the first reading of Ordinance No. 05-2019 revoking the economic ad valorem tax exemption previously granted to Diamondback CNC, LLC.

BACKGROUND:

In 2012, Diamondback CNC, LLC ("Diamondback") requested an ad valorem tax exemption for the expansion of its manufacturing and machinery business in Cocoa, Florida. On June 12, 2012, the City granted Diamondback an economic development ad valorem tax exemption for a period of eight (8) years, subject to the terms and conditions of Resolution 96-24 (which was subsequently replaced by Resolution 2014-18) and Ordinance 08-2012. Also on June 12, 2012, the City and Diamondback entered into an Economic Incentive Agreement, setting forth the terms and conditions of the ad valorem exemption. Resolution 2014-18, Ordinance 08-2012, and the Agreement require Diamondback to (i) file annual reports by January 31 of each year and (ii) increase the number of employees by 35 over the three years immediately following the completion of the expansion of its facilities.

Diamondback filed annual reports for the 2012 through 2015 tax years, and received tax exemptions in the amounts of $2,564.84 for the 2013 tax year, $5,826.92 for the 2014 tax year, and $5,584.75 for the 2015 tax year.

Diamondback failed to file annual reports for the 2016, 2017, and 2018 tax years. In addition, Diamondback has failed to increase the number of full-time employees as required. The majority of Diamondback's employees are part-time and/or seasonal. The failure to file an annual report and to increase full-time employees are material breaches of the terms and conditions of the Agreement. The City sent a Notice of Termination of the Agreement to Diamondback on April 23, 2019, giving Diamondback fifteen (15) days to cure the breach. Diamondback failed to cure the breach within the fifteen (15) day period. As such, the Agreement terminated effective May 9, 2019.

Both Resolution 2014-18 and Ordinance 08-2012 expressly authorize the City Council to revoke, by ordinance, an economic development ad valorem tax exemption and re-impose the ad valorem taxes exempted if an applicant fails to comply with any term or condition of the exemption. Diamondback has failed to comply with the terms and conditions of the exemption and thus the exemption should be revoked. However, since Diamondback has maintained its principal place of business within the City of Cocoa, it is recommended that the previously-exempted amounts not be re-imposed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The total amount exempted (for which re-imposition is being waived) is $13,796.51.

PREVIOUS ACTION:

On June 12, 2012, the City granted Diamondback an economic development ad valorem tax exemption for a period of eight (8) years, subject to the terms and conditions of Resolution 96-24 (which was subsequently replaced by Resolution 2014-18) and Ordinance 08-2012.

RECOMMENDED MOTION:

Approve the first reading of Ordinance No. 05-2019 revoking the economic ad valorem tax exemption previously granted to Diamondback CNC, LLC.

ORDINANCE NO. 05-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO DIAMONDBACK CNC, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 08-2012; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Citizens of the City of Cocoa voted to provide economic incentives to new and expanding businesses in the November 8, 1995 general election and again during the 2005 and 2015 general elections; and

WHEREAS, in 2012, Diamondback CNC, LLC ("Diamondback") requested that the City exempt ad valorem taxes for the expansion of its manufacturing and machinery business; and

WHEREAS, the City adopted Ordinance 08-2012 by which it granted Diamondback an economic development ad valorem tax exemption for a period of eight (8) years, subject to the terms and conditions of Resolution 96-24 (which was subsequently replaced by Resolution 2014-18); and

WHEREAS, Resolution 2014-18 and Ordinance 11-2016 expressly authorize the City Council to revoke, by ordinance, any economic ad valorem tax exemption if an applicant fails to comply with any term or condition of the exemption, and additionally authorizes the City Council to reimpose any ad valorem taxes previously exempted; and

WHEREAS, Diamondback has received the following exemptions pursuant to the Ordinance:

Tax Year	Amount
2013	$2,564.84
2014	$5,826.92
2015	$5,584.75

WHEREAS, Diamondback has failed to file annual reports for 2016, 2017, and 2018, and failed to increase the number of full-time employees by 35, thereby not satisfying the conditions of Ordinance 08-2012; and

WHEREAS, the City desires to expressly revoke the economic development ad valorem tax exemption granted to Diamondback, due to its breach of the specified conditions; however,

since Diamondback continues to maintain its primary place of business within the City of Cocoa, the City has determined that it is in its best interest to not re-impose the ad valorem taxes that were exempted for the 2013, 2014, or 2015 tax years; and

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

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

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

Section 2. **Repeal of Economic Ad Valorem Tax Exemption.** The City Council of the City of Cocoa hereby repeals the economic development ad valorem tax exemption granted to Diamondback CNC, LLC pursuant to Ordinance 08-2012.

Section 3. **Notice Provided to Brevard County Property Appraiser.** Upon adoption of this Ordinance by the City Council, the City Clerk shall send a certified copy of this Ordinance to the Brevard County Property Appraiser.

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

Section 5. **Not Incorporated into Code.** This Ordinance shall not be incorporated into the Cocoa City Code.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

[ADOPTION PAGE FOLLOWS]

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Diamondback CNC, LLC
Attn. Bobby Fleckinger
3400 Grissom Parkway
Cocoa, Florida 32926

NOTICE OF TERMINATION OF ECONOMIC INCENTIVE AGREEMENT

Notice is given this ____ day of April, 2019 to Diamondback CNC, LLC ("Diamondback"):

A. On June 12, 2012, the City of Cocoa, Florida ("City") adopted Ordinance No. 08-2012, pursuant to which Diamondback was granted an ad valorem tax exemption for a term of eight (8) years for the expansion of its manufacturing and machinery business in the City.

B. On June 12, 2012, Diamondback entered into an Economic Incentive Agreement with the City, which set forth the terms and conditions of the economic incentive granted to Diamondback. The term of the Agreement runs from the date of execution until one (1) year after Diamondback receives the full benefit of the ad valorem tax exemption.

C. Diamondback was granted the following exemptions:

Tax Year	Amount
2013	$2,564.84
2014	$5,826.92
2015	$5,584.75

D. Pursuant to the Agreement, Diamondback is required to submit annual reports no later than January 31st of each year (Section 4). Further, as a material condition to receiving the economic incentive, Diamondback agreed to increase the number of employees by at least 35 over the three (3) years immediately following the completion of expansion of its facilities (Section 2(c)). Pursuant to Resolution 2014-18, which sets forth the guidelines for the City's Economic Incentive Program, these are required to be full-time employees.

E. Diamondback has breached the terms of the Agreement by (i) failing to file annual reports for 2016, 2017, and 2018, and (ii) failing to increase the number of full-time employees by at least 35. The majority of Diamondback's employees are part-time and/or seasonal.

In accordance with Section 8(d) of the Agreement, the City hereby notifies Diamondback that it must cure the above-described material breaches within fifteen (15) days of receipt of this Notice.

Should Diamondback fail to cure the breaches within the fifteen (15) day time period, then, pursuant to Section 8(e), the Agreement will be terminated and the economic development incentives thereby granted will be revoked.

CITY OF COCOA, FLORIDA

BY: _____
John Titkanich, Jr. AICP, ICMA-CM, City Manager

DATED: 4-23-2019

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("Agreement") is made and entered into this 12 day of June, 2012, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City"), and **DIAMONDBACK CNC, LLC,** a Florida limited liability company ("Diamondback").

RECITALS:

WHEREAS, Diamondback, established in 2006, is a manufacturer of firearm components employing 25 individuals, and currently located in the City of Cocoa; and

WHEREAS, Diamondback began its manufacturing business inside its parent company's building and has since expanded into its own 3,000 square foot machine shop; and

WHEREAS, Diamondback intends to expand further into an existing 10,800 square foot building, create 35 new jobs over three (3) years, and invest approximately $2,500,000 in new capital investment in order to increase its manufacturing capabilities by adding machining equipment; and

WHEREAS, the City desires to provide Diamondback certain economic incentives in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders consistent with section 166.021(9), Florida Statutes; and

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

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

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

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

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

2. **Commitments by Diamondback**.

(a) *Expansion of Facilities; Capital Investment.* Diamondback hereby represents and warrants that it intends to expand its manufacturing operations into an existing structure within the jurisdictional boundaries of the City of Cocoa. In furtherance of said expansion, Diamondback agrees to make a fixed capital investment of not less than $2,500,000.00 in new construction and tangible personal property within three (3) years of the effective date of this Agreement.

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

(c) *Employees.* Diamondback agrees that it shall increase the number of persons under its employ by at least 35 over the three (3) years immediately following the completion of the expansion of its existing facilities, and that the average annual salary of its employees shall be at least $37,440.00.

(d) *Expansion of an Existing Business.* Diamondback represents and warrants that, for purposes of receiving the economic incentives provided to Diamondback by this Agreement, Diamondback currently meets the definition of "expansion of an existing business," as that term is defined by section 196.012(16), Florida Statutes. Diamondback agrees to maintain its qualifications as an "expansion of an existing business" during the entire term of this Agreement.

3. **Ad Valorem Tax Exemption.** The parties acknowledge that in accordance with Ordinance No. 23-2005, the electorate of the City of Cocoa has granted the City Council the authority to grant property tax exemptions for new businesses and expansions of existing businesses. The parties further acknowledge that Diamondback's anticipated investment to real property and tangible personal property pursuant to the terms of this Agreement, and the City Council's determination that Diamondback's continued operations in the City of Cocoa are critical for the future economic development of the City, render Diamondback eligible for an ad valorem tax exemption. Diamondback has filed an application for ad valorem tax exemption with the City, and the City has processed the application in good faith and in accordance with the requirements established by the City and under Florida law. Conditioned upon Diamondback's continuing obligation to comply with the terms and conditions set forth in this Agreement, the City Council approved Ordinance No. 08-2012 on June 12, 2012, granting Diamondback an ad valorem tax exemption for a term of eight (8) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting seven (7) years thereafter, for eighty percent (80%) of the City's ad valorem taxes.

4. **Annual Reports.** Diamondback shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of "expansion of an existing business" as set forth in section 196.012(16), Florida Statutes, for each of the eight (8) years

Diamondback receives the ad valorem tax exemption. The annual report shall be provided to the City no later than January 31 of each year. Diamondback shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether Diamondback is complying with the terms and conditions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To CITY:

Dr. Brenda Fettrow,
Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

w/copy to:

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

To DIAMONDBACK:

Faith Denman
Diamondback CNC, LLC
1060 Cox Road
Cocoa, FL 32926

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

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

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

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

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

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

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

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

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

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

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

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

The City of Cocoa,
a Florida municipal corporation.

ATTEST:

Joan Clark, City Clerk

Michael Blake, Mayor

Date: 6/12/2012

Diamondback CNC, LLC
a Florida limited liability company.

Print Name: Bobby Fleckinger
Title: President

Date: 6-28-12

STATE OF _____)
COUNTY OF _____)

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

_____
Notary Public - State of _____

_____
Printed Name
My Commission Expires: _____

RESOLUTION NO. 2014-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; UPDATING CITY PROCEDURES FOR GRANTING ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS IN FURTHERANCE OF THE AUTHORITY GRANTED TO THE CITY COUNCIL BY THE CITIZENS OF COCOA THROUGH THE SUCCESSFUL PASSAGE OF A DULY HELD REFERENDUM ON NOVEMBER 8, 1995 AND EXTENDED ON NOVEMBER 8, 2005; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 3, Article VII of the Florida Constitution, a duly authorized referendum election was conducted on November 8, 1995 whereby the citizens of Cocoa, by majority vote, authorized the City Council of the City of Cocoa to grant economic development ad valorem tax exemptions to new businesses and expansions of existing businesses; and

WHEREAS, on May 28, 1996, the City Council adopted Resolution No. 96-24, known as the "Economic Development Ad Valorem Tax Exemption Resolution of the City of Cocoa, Florida," which established the application and review requirements and procedures necessary to apply for and receive an ad valorem tax exemption; and

WHEREAS, a duly authorized referendum ballot was also held on November 8, 2005 whereby the City Council's authority to grant ad valorem tax exemptions was renewed for an additional ten (10) year period pursuant to the majority vote of the citizens of Cocoa; and

WHEREAS, the City Council desires to continue to utilize the authority to offer and grant such property tax exemptions for purposes of supporting economic growth within the City by providing an incentive for employment opportunities that will lead to the improvement of the quality of life of the residents of Cocoa and the positive expansion of the local economy; and

WHEREAS, the City Council finds it is in the best interest of the public health, safety, and welfare to adopt an updated Economic Development Ad Valorem Tax Exemption Resolution of the City of Cocoa, Florida as set forth herein in order to more efficiently process applications and grant economic development ad valorem tax exemptions when warranted.

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

SECTION 2. Adoption of Updated Procedures. The City Council of the City of Cocoa hereby repeals City Resolution No. 96-24 in its entirety and hereby adopts updated procedures for granting ad valorem tax exemptions as follows:

Economic Development Ad Valorem Tax Exemption Resolution

of the City of Cocoa, Florida

Section 1. Short title. This resolution shall be known as the "Economic Development Ad Valorem Tax Exemption Resolution of the City of Cocoa, Florida."

Section 2. Authority. The City Council is authorized and empowered to enact this Resolution pursuant to Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, and in furtherance of the powers granted by the City of Cocoa electorate by referendums duly held on November 8, 1995, and November 8, 2005.

Section 3. **Intent and purpose.** It is the intent and purpose of the City Council of the City of Cocoa ("Council") in enacting this resolution to facilitate and foster the following:

(a) Provide an incentive to those new or expanding businesses which make a positive contribution to the economy of the City of Cocoa in terms of new jobs created and improvements to real and personal property;

(b) Promote the economy by creating jobs in the City of Cocoa in such a manner so as to not disadvantage existing businesses while recognizing that productive competition assists economic growth;

(c) Enhance the quality of life for the residents of the City of Cocoa by attracting new businesses or fostering expansion of existing businesses;

(d) Provide incentives to eligible businesses (as provided in Chapter 196, Florida Statutes) of diverse industries having a positive impact on the economy of the City of Cocoa;

(e) Promote the public purpose of enhancing economic growth in the City of Cocoa so as to benefit the City's corporate and residential citizens;

(f) Provide a rational, nonarbitrary, nondiscriminatory basis by which the Council may grant or deny economic development ad valorem tax exemptions, pursuant to the economic development goals of the City of Cocoa; and

(g) Grant economic development ad valorem tax exemptions in accordance with the factors and requirements of this resolution and to consider any other factors which could result in economic growth within the City of Cocoa.

Section 4. **Discretion of Council.** The Council shall have the sole and absolute authority and discretion, as provided by applicable laws, ordinances and policies, to grant or deny economic development ad valorem tax exemptions under this Resolution. The Council reserves the right to vary ad valorem tax exemptions for certain target industries and businesses deemed vital for the future economic development of the City.

Section 5. **Eligible Businesses.** Only the following businesses are eligible for an economic development ad valorem tax exemption under this Resolution pursuant to Chapter 196, Florida Statutes:

A. **New Business**. Shall mean:

1. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in the City of Cocoa, paying an average wage for such new jobs that is above the average wage in the Cocoa area, which principally engages in any one or more of the following operations:

a. Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or

b. Is a target industry business as defined by section 288.106(2)(q), Florida Statutes, as may be amended;

2. A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in the City of Cocoa, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in the City of Cocoa owned and used by a business or organization newly domiciled in the City of Cocoa; provided such office space houses 50 or more full-time employees of such business or organization; provided_that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

4. A business or organization that is situated on property annexed into the City of Cocoa and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under section 196.1995, Florida Statutes; or

5. Any business or organization located in an enterprise zone or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

B. **Expansion of an existing business.** Shall mean:

1. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in the City of Cocoa, paying an average wage for such new jobs that is above the average wage in the Cocoa area, which principally engages in any one or more of the following operations: (i) which manufactures, processes compounds, fabricates, or produces for sale items of tangible property at a fixed location, and which comprises an industrial or manufacturing plant; or is a target industry business as defined by section 288.106(2)(q), Florida Statutes.

2. A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in the City of Cocoa, the sales factor of which, as defined by section 220.15(5), Florida Statutes, for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the

exemption is claimed; provided that such business increases operations on a site located in the City of Cocoa, or both collocated with a commercial or industrial operation owned by the same business or organization or under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.

3. Any business or organization located in an enterprise zone or brownfield area that increases operations on a site located within the same zone or area collocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

Section 6. Definitions. The following words or phrases shall have the meanings ascribed to them, unless the context clearly indicates otherwise:

A. Applicant. Means any person, firm, partnership, corporation, or other business entity or organization who files an application with the Council seeking an economic development ad valorem tax exemption.

B. Brownfield Area. Means an area designated as a brownfield pursuant to section 376.79(4), Florida Statutes.

C. Council. Means the City Council of the City of Cocoa, Florida.

D. Enterprise Zone. Means an area designated as an enterprise zone pursuant to Section 290.0065, Florida Statutes.

E. HUBZone. Means an area designated as a historically underutilized business zone pursuant to CFR 13.126.

F. **Improvements.** Means physical changes to real property, such as buildings, structures and infrastructure, that are subject to ad valorem taxes.

G. **Sales Factor.** Generally means a fraction of which the numerator is the total sales of the taxpayer in the State of Florida during the taxable year or period and the denominator is the total sales of the taxpayer everywhere during the taxable year or period, pursuant to Section 220.15(5), Florida Statues.

Section 7. Exemption Established and General Guidelines.

A. **Established.** There is hereby established an economic development ad valorem tax exemption. The exemption is a local, optional tax incentive for new and expanding businesses which may be granted or denied at the sole discretion of the Council.

B. **Effective date.** The exemptions shall not accrue on improvements to real property made by or for the use of new or expanding businesses when such improvements have been on the tax rolls prior to the effective date of this Resolution or when such improvements have been made or have commenced being made prior to the effective date of this resolution.

C. **Maximum exemption.** Consistent with section 196.1995, Florida Statutes, exemptions from ad valorem taxation may be granted for up to one hundred percent (100%) of the assessed value of all improvements to real property made by or for the use of a new business of all tangible personal property of such new business, or up to one hundred percent (100%) of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in

all tangible personal property acquired to facilitate such expansion of an existing business. However, in exercising its discretion to award an ad valorem tax exemption under this Resolution, the City Council will be guided by the City of Cocoa Ad Valorem Tax Exemption Scoring Sheet, attached hereto as **Exhibit "A,"** and fully incorporated herein by this reference. The Council may approve up to the maximum percentage and length of exemption stated on the Scoring Sheet by majority vote. However, the Council may award an exemption greater than the maximum percentage or duration by super-majority vote of the entire governing body.

D. Replacement of Property. Property acquired to replace existing property shall not be considered to facilitate a business expansion and therefore, such replacement property shall not be exempt from ad valorem taxation.

E. Time period. Any such exemption granted under this Resolution shall remain in effect for up to ten (10) years from the date of adoption of the ordinance granting the exemption. The time period of the exemption shall be determined at the sole discretion of the Council, and nothing herein shall be construed as requiring the Council to grant an exemption for the ten (10) year maximum time period.

F. Land not exempt. No ad valorem tax exemption shall be granted for the land upon which new or expanding businesses are to be located. The sole intent of this Resolution being to exempt from ad valorem taxation only certain improvement to real property and tangible personal property of new expanding businesses.

G. Applicable taxes. The exemption shall apply only to taxes levied by the City of Cocoa. The exemption shall not apply to taxes levied by the United States, Brevard County, school district, water management district or any other taxing district, or

to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the Florida Constitution.

H. **Grant by ordinance.** Any exemption granted under this Resolution shall be by a duly adopted ordinance of the City Council.

Section 8. **Application.** Any applicant desiring an economic development ad valorem tax exemption shall, on or before March 1 of the year in which the exemption is requested, file with the City Council, or its designee, Form DR-418 prescribed by the Florida Department of Revenue, or any amendment or replacements thereto, and any Supplemental Form prescribed by the City (together referred to as "Application"). The application shall request that the Council adopt an ordinance granting the applicant an exemption pursuant to this resolution and shall include the following information:

(a) The name and location of the new business or the expansion of an existing business;

(b) A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements;

(c) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased;

(d) Proof, to the satisfaction of the Council that the applicant is a new business or an expansion of an existing business as defined in Section 5 of this resolution.

(e) The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time;

(f) The expected time schedule for job creation; and the following information:

(1) The expected numbers of employees of the business who will reside in the City of Cocoa;

(2) The average wage of employees of the business;

(3) The type of industry or business;

(4) The environmental impact of the business;

(5) The anticipated volume of business or production;

(6) Whether relocation or expansion of the business would occur without the exemption;

(7) Whether the business is/or will be located within an enterprise zone, brownfield, HUBZone, or redevelopment area;

Section 9. **Application Process.** Upon receipt of an application for economic development ad valorem tax exemption, the application shall be reviewed in the following manner:

(A) **Prescreening & preliminary analysis.** The Community Services Director, or designee, shall review the application to determine if it has satisfied all the requirements of Section 8 herein and is otherwise complete for processing purposes. Incomplete applications will not be processed.

(B) **Staff Recommendation.** Once an application is deemed complete, the Community Services Director shall review the application, prepare the scoring sheet and

conduct an economic impact analysis based on all supporting documents submitted by the applicant. In addition, the Community Services Director shall prepare a written recommendation to the City Council in the form of an agenda item that will be presented to the Council at a duly held public meeting. The recommendation shall also address the factors set forth in subparagraph (C) below which Council is required to take into account.

(C) Preliminary review and adoption of Resolution by Council. Upon receipt of the Community Services Recommendation, the City Council shall conduct a preliminary review of the application and recommendation for the dual purpose of determining whether the applicant is eligible for an exemption and whether the application merits being forwarded to the Brevard County Property Appraiser for review. If Council determines that the application should be forwarded to the Property Appraiser, Council shall adopt a resolution certifying that the application is eligible for an exemption and authorize the Community Services Director to retain a copy of the application for the City and to forward the Resolution and the original application to the Property Appraiser.

In considering the application, the City Council will also take into account the following:

(1) The total number of net new jobs to be created by the applicant;

(2) The average wage of the new jobs;

(3) The type of business or operation and whether it qualifies as a target industry as may be identified from time to time by the City Council;

(4) The environmental impact of the proposed business or operation;

(5) The extent to which the applicant intends to source its supplies and materials within the City of Cocoa and Brevard County; and

(6) Any other economic-related characteristics or criteria deemed necessary by the City Council including, but not limited to, the recommendation of the Community Services Director and staff as stated in the required agenda item.

(D) **First Reading of Ordinance by Council.** At the same meeting during its preliminary review of the application, the Council may also conduct first reading of an ordinance for the approval of the ad valorem tax abatement if Council determines that the application merits being forwarded to the Property Appraiser for review. The ordinance shall meet the requirements set forth in section 196.1995(11), Florida Statutes. If the Council elects not to conduct first reading of the ordinance and not send the application to the Property Appraiser, the application shall be deemed rejected unless otherwise decided by the Council. If Council elects to conduct first reading of an ordinance and forward the application to the Property Appraiser, first reading shall only be considered a preliminary decision on the application by Council and under no circumstances shall said decision be construed as final or a guarantee that the tax abatement will ultimately be granted. After the City receives a report on the application from the Property Appraiser, the ordinance approved on first reading may be subject to modification or withdrawal at the City Council's discretion.

(E) **Property Appraiser review.** Upon receipt and careful review of the original application, the Property Appraiser shall report the following information to the Council:

(1) The total revenue available to the City for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;

(2) Any revenue lost to the City for the current fiscal year by virtue of exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;

(3) An estimate of the revenue which would be lost to the City during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and

(4) A determination as to whether the property for which an exemption is requested is to be incorporated into a new business of the expansion of an existing business, or into neither, which determination the Property Appraiser shall also affix to the face of the application.

(F) **Final Review/adoption by Council.** Upon receipt of the Property Appraiser's report, the Community Services Director shall schedule the application and/or ordinance for second reading during the next available Council meeting. At that meeting the Council shall consider the application, economic impact analysis, recommendation and analysis of the Community Services Director, the Property Appraiser's report, and the factors stated in subparagraph (C) above, to determine whether or not to adopt an ordinance granting an economic development ad valorem tax exemption to the applicant. The ordinance, if adopted, shall be adopted in the same

manner as any other ordinance of the City and shall include, at a minimum, the following:

(1) The name and address of the new business or expansion of an existing business to which the exemption is granted;

(2) The total amount of revenue available to the City from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the City for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated revenue loss to the City for the current fiscal year attributable to the exemption of the business named in the ordinance;

(3) The period of time for which the exemption will remain in effect and the expiration date of the exemption;

(4) A finding that the business meetings the definition of a new business or expansion of an existing business as set forth in Section 5 of this resolution; and

(5) A statement that the exemption is subject to the terms and conditions of this resolution and/or other terms and conditions required by Council.

(G) Economic Development Incentive Agreement. Any applicant receiving an ad valorem tax exemption pursuant to this Resolution shall be required to enter into an Economic Development Incentive Agreement with the City on a form acceptable to the City Attorney, which shall outline the parameters for which the business is scheduled to perform, the conditions to maintain eligibility, termination, and reporting requirements. Any such agreement shall be considered for approval by the Council concurrently with the Council's consideration of adoption of the ordinance granting the ad valorem tax exemption.

Section 10. **Precedent non-binding.** Applications for exemptions shall be considered by the Council on a case-by-case basis, after consideration by Council of the recommendations of the Community Services Director and the Property Appraisers report. No precedent shall be implied or inferred by the granting or denial of an exemption pursuant this Resolution.

Section 11. **All Exemption Granted are Conditional.** All exemptions granted pursuant to this Resolution shall be conditions upon the applicant maintaining the new business or the expansion of an existing business, as defined in Section 5 of this Resolution, for the duration of time in which the exemption was granted. In addition, the application is conditioned upon the Applicant submitting an annual report to the Council evidencing the satisfaction of this condition. The report shall be on a form proscribed by the City. The report shall be received by the Council no later than January 31 of each year. The applicant shall also submit any other information or reports as the Council deems reasonably necessary for purposes of determining whether the applicant is complying with the terms, conditions, and intent and purpose of this resolution, the terms and conditions of the ordinance granting the exemption, and any representations made in the application process.

Section 12. **Revocation of Exemption/Recovery of Funds.** The Council reserves the right to revoke by ordinance any economic development ad valorem tax exemption granted pursuant to this resolution if an applicant fails to comply with any term of condition set forth in this Resolution or the ordinance granting the exemption. If an exemption is revoked, the Council may recover any ad valorem taxes previously exempted under this Resolution including, but not limited to, re-imposing the ad valorem

taxes and placing them on the annual tax assessment roles. In addition, the City shall have the right to recover any and all costs and damages (including reasonable attorney fees) incurred in recovering ad valorem taxes from the applicant.

SECTION 3. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. **Severability.** Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 5. **Effective Date.** This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

RESOLVED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of February, 2014.

Henry U. Parrish, III, Mayor

ATTEST:

Joan Clark, City Clerk

City of
Cocoa, Florida
Community Services Department
Office of Economic Development
65 Stone Street, Cocoa, Florida 32922
PHONE (321) 433-8525 FAX (321) 433-8526
Website: www.cocoafl.org

City of Cocoa Ad Valorem Tax Exemption
Scoring Sheet

Business Name: _____

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

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

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

Special District	Points
Enterprise Zone, Brownfield, HUBZone	1

Total Points** ☐

Certified By: _____ _____
City Staff Member Date

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

Rev. November 19, 2013

Program Guidelines

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

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

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

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

RESOLUTION NO. 2012- 028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; CERTIFING THAT DIAMONDBACK CNC, LLC'S APPLICATION FOR AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION IS ELIGIBLE FOR AN EXEMPTION; AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO RETAIN A COPY OF THE APPLICATION FOR THE CITY AND TO FORWARD THIS RESOLUTION AND THE ORIGINAL APPLICATION TO THE BREVARD COUNTY PROPERTY APPRAISER; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 3, Article VII of the Florida Constitution, a duly authorized referendum ballot was held on November 8, 1995 whereby the citizens of Cocoa by majority vote authorized the City Council of the City of Cocoa to consider granting economic development ad valorem tax exemptions to new businesses and expansions of existing business; and

WHEREAS, a duly authorized referendum ballot was held on November 8, 2005 whereby such authority was renewed for an additional ten (10) year period pursuant to the majority vote of the citizens of Cocoa; and

WHEREAS, on May 28, 1996, City Council approved Resolution No. 96-24, setting forth general guidelines and a procedure for granting economic development ad valorem tax exemptions; and

WHEREAS, the City Council desires to utilize the authority to offer and grant such property tax exemptions for purposes of supporting economic growth within the City by providing an incentive for employment opportunities that will lead to the improvement of the quality of life of the residents of Cocoa and the positive expansion of the local economy; and

WHEREAS, in furtherance of this purpose, the City Council desires to offer economic development ad valorem tax exemptions to new businesses relocating to the City of Cocoa and to expansions of businesses already situated in the City of Cocoa; and

WHEREAS, the City Council finds it is in the best interests of the public health, safety, and welfare to offer and grant economic development ad valorem tax exemptions in accordance with the requirements and procedures contained in Resolution No. 96-24; and

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

Section 1. **Recitals.** The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 2. **Eligibility.** Diamondback CNC, LLC'S application qualifies for an economic development ad valorem tax exemption based on Section 5. Eligible business, Subsection A. New businesses, Paragraph 1. of Resolution No. 96-24. Paragraph 1 states that a business is eligible if it is "A business establishing 10 or more jobs to employ 10 or more full time employees in the City of Cocoa, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant."

Section 3. **Certification.** Based on a preliminary analysis by the Community Development Director, and by meeting the eligibility criteria as set forth in Resolution No. 96-24, City Council certifies that Diamondback CNC, LLC'S application for an economic development ad valorem tax exemption is eligible for an exemption.

Section 4. **Forwarding to the Brevard County Property Appraiser.** City Council authorizes the Community Development Director to retain a copy of the application for the City and to forward this Resolution and the original application to the Brevard County Property Appraiser's Office.

Section 5. **Repeal of prior inconsistent resolutions.** All resolutions or any parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

Section 6. **Severability.** Should any section or provision of this resolution or any portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 7. **Effective date:** This resolution shall become effective immediately upon its adoption by the City of Cocoa, Florida.

Adopted at a Regular Meeting of the City of Cocoa, Florida, assembled this 27 day of March, 2012.

Michael C. Blake, Mayor

ATTEST: Joan Clark

Joan Clark, City Clerk, CMC

ORDINANCE NO. 08-2012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO DIAMONDBACK CNC, LLC; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(16), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, Diamondback CNC, LLC ("Diamondback"), currently located at 1060 Cox Road in Cocoa, Florida, has requested that the City of Cocoa exempt from ad valorem taxation the assessed value of proposed new improvements to its real property made to facilitate the expansion of its manufacturing and machinery business, and all of the net increase in tangible personal property it acquires to facilitate such expansion; and

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

WHEREAS, it has been determined that Diamondback meets the requirements of section 196.012, Florida Statutes, as an expansion of an existing business located in Cocoa; and

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

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

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

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

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

(b) The total amount of revenue available to the City of Cocoa from ad valorem tax sources for the current fiscal year is $4,453,095.45. The City of Cocoa loses $1,080.15 for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect from previous years.

(c) The estimated taxable value lost to the City of Cocoa for the current fiscal year attributable to the exemption granted to Diamondback is $425,000.00 for improvements to real property and $1,800,000.00 for personal property. The estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is $12,418.39.

(d) The tax exemption hereby granted shall be for a term of eight (8) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting seven (7) years thereafter, for eighty percent (80%) of the City ad valorem taxes.

(e) In accordance with the findings of the Cocoa City Council and the Brevard County Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of an expansion to an existing business, as defined by section 196.012(16), Florida Statutes.

(f) The economic development ad valorem tax exemption is subject to the terms and conditions of Resolution 96-24 and/or other terms and conditions required by the City Council.

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

(a) Diamondback shall submit to the City of Cocoa an annual report providing evidence of continued compliance with the definition of a "new business" or an "expansion of an existing business" for each of the eight (8) years during which Diamondback is eligible to receive ad valorem tax exemption. The annual report shall be received by the City Council no later than January 31 of each year.

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

to interest accrued at the maximum rate allowed by law.

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

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

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective upon adoption by the City Council of the City of Cocoa, Florida and upon the complete execution of an Economic Incentive Agreement between the City of Cocoa and Diamondback.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the12th day of June, 2012.

Michael C. Blake, Mayor

ATTEST:

Joan Clark, City Clerk

First Reading: 5/22/2012
Second Reading: 6/12/2012
Effective Date: 6/12/2012

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003528939
Pymt Method Invoice
Net Amt: $299.85

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/29/19

Text of Ad:

AD#3528939, 4/29/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

May 8, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, May 8, 2019, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinances on First Reading, titled as follows:

ORDINANCE 03-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO CROSS BRANDS MANUFACTURING, L.L.C. ORIGINALLY AUTHORIZED BY ORDINANCE 11-2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 05-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO DIAMONDBACK CNC, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 08-2012; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 06-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO GENO, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 12-2015; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 12-2015 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 07-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO PARAGON PLASTICS, INC. ORIGINALLY AUTHORIZED BY ORDINANCE 17-2011; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 17-2011 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

Members of the public are encouraged to comment on the proposed ordinances

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

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

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

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

Dated this the 25th
day of April, 2019.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-185	**Version:**	1	**Name:**	GeNO, LLC, n/k/a Vero Biotech, LLC AVT Revocation
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/24/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Approve the first reading of Ordinance No. 06-2019 revoking the economic ad valorem tax exemption previously granted to GeNO, LLC, n/k/a Vero Biotech, LLC. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 06-2019: Revoke AVT Exemption GeNO Notice of Termination - Grant Agt - GeNO Notice of Termination - Incentive Agt - GeNO Ord. 12-2015 (Project Taylor Ad Valorem Tax Exemption) 2014-018 (Ad Valorem Tax Ememptions) Economic Incentive Agreement (AVT) Project Taylor Economic Incentive Agreement (EDI Fund) Project Taylor NOTICE OF PUBLIC HEARINGOrderConf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2019
Agenda Date: May 8, 2019
Prepared By: Samia Singleton, Economic Development Specialist
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the first reading of Ordinance No. 06-2019 revoking the economic ad valorem tax exemption previously granted to GeNO, LLC, n/k/a Vero Biotech, LLC.

BACKGROUND:

In 2015, GeNO, LLC ("GeNO") requested an ad valorem tax exemption for the expansion of its business in retail, development and manufacturing of therapeutic medical products in Cocoa, Florida. On August 11, 2015, the City granted GeNO (under the alias "Project Taylor") an economic development ad valorem tax exemption for a period of ten (10) years, subject to the terms and conditions of Resolution 2014-18 and Ordinance 12-2015, and approved an Economic Development Incentive Fund. On September 22, 2015, the City and GeNO entered into (i) an Economic Development Incentive Grant Agreement, setting forth the terms and conditions of GeNO's receipt of the grant funds and (ii) an Economic Incentive Agreement, setting forth the terms and conditions of the ad valorem exemption. Ordinance 12-2015 and both Agreements expressly require GeNO to (i)

file annual reports by January 31 of each year and (ii) maintain business operations within the jurisdictional boundaries of the City of Cocoa.

GeNO filed annual reports for tax years 2015 and 2016, and received an exemption of $2,031.78 for the 2016 tax year.

GeNO failed to file annual reports for the 2017 and 2018 tax years. In addition, GeNO moved its business out of the City of Cocoa in or about February 2018. The failure to file an annual report and the move from the City of Cocoa are material breaches of the terms and conditions of both Agreements. The City sent Notices of Termination of both Agreements to GeNO on April 23, 2019, giving GeNO fifteen (15) days to cure the breach. GeNO failed to cure the breach within the fifteen (15) day period. As such, both Agreements terminated effective May 9, 2019.

Both Resolution 2014-18 and Ordinance 12-2015 expressly authorize the City Council to revoke, by ordinance, an economic development ad valorem tax exemption and re-impose the ad valorem taxes exempted if an applicant fails to comply with any term or condition of the exemption. GeNO has failed to comply with the terms and conditions of the exemption. Thus, the exemption should be revoked and the $2,031.78 previously exempted should be re-imposed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Monies collected by the Brevard County Tax Collector as re-imposed taxes shall be deposited in the City's General Fund.

PREVIOUS ACTION:

On August 11, 2015, the City granted GeNO (under the alias "Project Taylor") an economic development ad valorem tax exemption for a period of ten (10) years, subject to the terms and conditions of Resolution 2014-18 and Ordinance 12-2015, and approved an Economic Development Incentive Fund.

RECOMMENDED MOTION:

Approve the first reading of Ordinance No. 06-2019 revoking the economic ad valorem tax exemption previously granted to GeNO, LLC, n/k/a Vero Biotech, LLC.

ORDINANCE NO. 06-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO GENO, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 12-2015; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 12-2015 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Citizens of the City of Cocoa voted to provide economic incentives to new and expanding businesses in the November 8, 1995 general election and again during the 2005 and 2015 general elections; and

WHEREAS, in 2015, GeNO, LLC, n/k/a Vero Biotech, LLC ("GeNO") requested that the City exempt ad valorem taxes for the expansion of its business in retail, development, and manufacturing of therapeutic medical products; and

WHEREAS, the City adopted Ordinance 12-2015 by which it granted GeNO (under the alias "Project Taylor") an economic development ad valorem tax exemption for a period of ten (10) years, subject to the terms and conditions of Resolution 2014-18; and

WHEREAS, Resolution 2014-18 and Ordinance 12-2015 expressly authorize the City Council to revoke, by ordinance, any economic ad valorem tax exemption if an applicant fails to comply with any term or condition of the exemption, and additionally authorize the City Council to reimpose any ad valorem taxes previously exempted; and

WHEREAS, GeNO received a $2,031.78 economic development ad valorem tax exemption for the tax year 2016, but has failed to file annual reports for 2017 and 2018, and moved its business out of the City in or about February 2018, thereby not satisfying the conditions specified by Ordinance 12-2015; and

WHEREAS, the City desires to expressly revoke the economic development ad valorem tax exemption for 2016, and additionally desires to reimpose the ad valorem taxes that were exempted for the 2016 tax year to the extent allowed by law, due to GeNO's breach of the specified conditions; and

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

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

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

Section 2. **Repeal of Economic Ad Valorem Tax Exemption.** The City Council of the City of Cocoa hereby repeals the economic development ad valorem tax exemption granted to GeNO, LLC pursuant to Ordinance 12-2015 for the year 2016.

Section 3. **Reimposing the Ad Valorem Taxes Exempted.** The City Council of the City of Cocoa hereby reimposes the economic development ad valorem tax previously exempted in the amount of $2,031.78 for 2016 to the extent allowed by law, received by GeNO, LLC pursuant to Ordinance 12-2015.

Section 4. **Notice Provided to Brevard County Property Appraiser.** Upon adoption of this Ordinance by the City Council, the City Clerk shall send a certified copy of this Ordinance to the Brevard County Property Appraiser, who shall reissue a tax bill to GeNO for the taxable year of 2016, pursuant to the terms set forth herein, which shall be due and owing to the City.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Not Incorporated into Code.** This Ordinance shall not be incorporated into the Cocoa City Code.

Section 7. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

[ADOPTION PAGE FOLLOWS]

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

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Vero Biotech, LLC,
f/k/a GeNO, LLC
Attn. Theo Melas-Kyriazi
2941 Oxbow Circle
Cocoa, Florida 32926

NOTICE OF TERMINATION
ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

Notice is given this ____ day of April, 2019 to Vero Biotech, LLC, f/k/a GeNO, LLC ("GeNO"):

A. On August 11, 2015, the City of Cocoa, Florida ("City") approved an Economic Development Incentive Fund for GeNO (under the alias "Project Taylor") in the amount of $500 per new job created, not to exceed $50,000.

B. On September 22, 2015, GeNO (under the alias "Project Taylor") entered into an Economic Development Incentive Grant Agreement with the City, which set forth the terms and conditions of GeNO's receipt of the grant funds. The term of the Agreement is ten (10) years from the date of execution.

C. GeNO has not received any reimbursements under the Agreement.

D. Pursuant to the Agreement, GeNO is required to submit annual reports no later than January 31st of each year (Section 4). Further, as a material condition to receiving the economic incentive, GeNO agreed to maintain its existing business operations within the jurisdictional boundaries of the City of Cocoa for the term of the Agreement (Section 2(b)).

E. GeNO has breached the terms of the Agreement by (i) failing to file annual reports for 2017 and 2018 and (i) moving its business out of the City in or around February 2018.

In accordance with Section 9(d) of the Agreement, the City hereby notifies GeNO that it must cure the above-described material breaches within fifteen (15) days of receipt of this Notice.

Should GeNO fail to cure the breaches within the fifteen (15) day time period, then, pursuant to Section 9(e), the Agreement will be terminated and the economic development incentives thereby granted will be revoked.

CITY OF COCOA, FLORIDA

BY: _____
John Titkanich Jr. AICP, ICMA-CM, City Manager

DATED: 4-23-2019

Vero Biotech, LLC,
f/k/a GeNO, LLC
Attn. Theo Melas-Kyriazi
2941 Oxbow Circle
Cocoa, Florida 32926

NOTICE OF TERMINATION OF ECONOMIC INCENTIVE AGREEMENT

Notice is given this ____ day of April, 2019 to Vero Biotech, LLC, f/k/a GeNO, LLC ("GeNO"):

A. On August 25, 2015, the City of Cocoa, Florida ("City") adopted Ordinance No. 12-2015, pursuant to which GeNO (under the alias "Project Taylor") was granted an ad valorem tax exemption for a term of ten (10) years for the expansion of its business in retail, development, and manufacturing of therapeutic medical products in the City.

B. On September 22, 2015, GeNO entered into an Economic Incentive Agreement with the City, which set forth the terms and conditions of the economic incentive granted to GeNO. The term of the Agreement runs from the date of execution until one (1) year after GeNO receives the full benefit of the ad valorem tax exemption.

C. GeNO was granted an exemption in the amount of $2,031.78 for the 2016 tax year.

D. Pursuant to the Agreement, GeNO is required to submit annual reports no later than January 31st of each year (Section 4). Further, as a material condition to receiving the economic incentive, GeNO agreed to maintain its existing business operations within the jurisdictional boundaries of the City of Cocoa for the term of the Agreement (Section 2(b)).

E. GeNO has breached the terms of the Agreement by (i) failing to file annual reports for 2017 and 2018 and (ii) moving its business out of the City in or around February 2018.

In accordance with Section 8(d) of the Agreement, the City hereby notifies GeNO that it must cure the above-described material breaches within fifteen (15) days of receipt of this Notice.

Should GeNO fail to cure the breaches within the fifteen (15) day time period, then, pursuant to Section 8(e), the Agreement will be terminated and the economic development incentives thereby granted will be revoked. Further, GeNO shall reimburse the City the $2,031.78 in exempted ad valorem taxes within thirty (30) days of receipt of this Notice.

CITY OF COCOA, FLORIDA

BY: _____
John Titkanich, Jr. AICP, ICMA-CM, City Manager

DATED: 4-23-2019

ORDINANCE NO. 12-2015

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO PROJECT TAYLOR; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(15), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, Project Taylor ("Project Taylor") has requested that the City of Cocoa exempt from ad valorem taxation the assessed value of proposed new improvements to its real property made to facilitate the expansion of its business in retail, development and manufacturing of therapeutic medical products, and all of the net increase in tangible personal property it acquires to facilitate such expansion; and

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

WHEREAS, it has been determined that Project Taylor meets the requirements of section 196.012(15), Florida Statutes, as an expansion of an existing business located in Cocoa; and

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

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

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

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

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

(b) The total amount of revenue available to the City of Cocoa from ad valorem tax sources for the current fiscal year is $4,668,943.41. The City of Cocoa loses $7,877.39 for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect from previous years.

(c) The estimated taxable value lost to the City of Cocoa for the current fiscal year attributable to the exemption granted to Project Taylor is $1,317,500 for improvements to real property and $1,440,000 for personal property. The estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is $16,487.09.

(d) The tax exemption hereby granted shall be for a term of ten (10) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting seven (9) years thereafter, for eighty percent (80%) of the City ad valorem taxes for years 1 through 5, and subsequently as follows:

70% of the City ad valorem taxes for year 6,
60% of the City ad valorem taxes for year 7,
50% of the City ad valorem taxes for year 8,
40% of the City ad valorem taxes for year 9, and
30% of the City ad valorem taxes for year 10.

(e) In accordance with the findings of the Cocoa City Council and the Brevard County Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of an expansion to an existing business, as defined by section 196.012(15), Florida Statutes.

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

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

(a) Project Taylor shall submit to the City of Cocoa an annual report providing

evidence of continued compliance with the definition of a "new business" or an "expansion of an existing business" for each of the ten (10) years during which Project Taylor is eligible to receive ad valorem tax exemption. The annual report shall be received by the City Council no later than January 31 of each year.

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

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

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

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective upon adoption by the City Council of the City of Cocoa, Florida and upon the complete execution of an Economic Incentive Agreement between the City of Cocoa and Project Taylor.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 25th day of August, 2015.

Henry L. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk

First Reading: 8/11/15
Second Reading: 8/25/15
Effective Date:8/25/15
Legal Ad Published: 8/15/15

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("Agreement") is made and entered into this 22nd day of September, 2015, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City"), and **PROJECT TAYLOR,** a Delaware limited liability company ("Project Taylor").

RECITALS:

WHEREAS, Project Taylor, established in 2006, is a manufacturer of therapeutic medical products, employing 57 individuals (49 employees based in Cocoa), and currently located in the City of Cocoa; and

WHEREAS, Project Taylor currently leases space in three facilities including a 6,000 square foot facility in the City of Cocoa and intends to expand further into a 22,000 square foot building, create 126 new jobs prior to December 31, 2018, and invest approximately $3,150,000 in new capital investment in order to increase its manufacturing capabilities by adding a new facility and new machining equipment; and

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

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

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

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

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

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

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

2. **Commitments by Project Taylor**.

(a) *Expansion of Facilities; Capital Investment.* Project Taylor hereby represents and warrants that it intends to expand its manufacturing operations to a new structure within the jurisdictional boundaries of the City of Cocoa. In furtherance of said expansion, Project Taylor agrees to make a fixed capital investment of not less than $3,150,000.00 in new construction and tangible personal property prior to December 31, 2018.

(b) *Business Operations in Cocoa.* Project Taylor agrees to maintain its existing business operations within the jurisdictional boundaries of the City of Cocoa for the term of this Agreement.

(c) *Employees.* Project Taylor agrees that it shall increase the number of persons it employs by at least 126 by December 31, 2018, and that the average annual salary of its employees shall be at least $85,808.00.

(d) *Expansion of an Existing Business.* Project Taylor represents and warrants that, for purposes of receiving the economic incentives provided to Project Taylor by this Agreement, Project Taylor currently meets the definition of "expansion of an existing business," as that term is defined by section 196.012(15), Florida Statutes. Project Taylor agrees to maintain its qualifications as an "expansion of an existing business" during the entire term of this Agreement.

3. **Ad Valorem Tax Exemption.** The parties acknowledge that in accordance with Ordinance Numbers 17-2014 and 23-2005, the electorate of the City of Cocoa has granted the City Council the authority to grant property tax exemptions for new businesses and expansions of existing businesses. The parties further acknowledge that Project Taylor's anticipated investment to real property and tangible personal property pursuant to the terms of this Agreement, and the City Council's determination that Project Taylor's continued operations in the City of Cocoa are critical for the future economic development of the City, render Project Taylor eligible for an ad valorem tax exemption. Project Taylor has filed an application for ad valorem tax exemption with the City, and the City has processed the application in good faith and in accordance with the requirements established by the City and under Florida law. Conditioned upon Project Taylor's continuing obligation to comply with the terms and conditions set forth in this Agreement, the City Council approved Ordinance No. 12-2015 on August 25, 2015, granting Project Taylor an ad valorem tax exemption for a term of ten (10) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting nine (9) years thereafter, for eighty percent (80%) of the City's ad valorem taxes for years 1 through 5, and subsequently as follows:

70% of the City ad valorem taxes for year 6,
60% of the City ad valorem taxes for year 7,
50% of the City ad valorem taxes for year 8,
40% of the City ad valorem taxes for year 9, and
30% of the City ad valorem taxes for year 10.

4. **Annual Reports.** Project Taylor shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of "expansion of an existing business" as set forth in section 196.012(15), Florida Statutes, for each of the ten (10) years Project Taylor receives the ad valorem tax exemption. The annual report shall be provided to the City no later than January 31 of each year. Project Taylor shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether Project Taylor is complying with the terms and conditions of this Agreement.

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

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

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

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

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

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

(c) *Termination by Project Taylor.* Project Taylor may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

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

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

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

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

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

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

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

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

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

To CITY:

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

w/copy to:

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

To PROJECT TAYLOR:

PROJECT TAYLOR
Attn: GENERAL COUNSEL

_____
_____
_____

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

16. **Indemnification and Hold Harmless**. Project Taylor shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Project Taylor, its agents, servants, officers, officials, employees, or subcontractors.

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

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

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

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

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

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

22. **No Delegation of Police Power.** Project Taylor shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Project Taylor.

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

ATTEST:

Carie Shealy, City Clerk

The City of Cocoa,
a Florida municipal corporation.

John A. Titkanich, City Manager

Date: 9/22/2015

PROJECT TAYLOR,
a Delaware limited liability company.

Name: JOHN CHITTENDEN

Title: GENERAL COUNSEL

Date: 9/17/15

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN CHITTENDEN, GENERAL COUNSEL of **PROJECT TAYLOR** a Delaware limited liability company, who is [X] personally known to me or [ ] has produced _____ as identification.

Susan E. Drake

Notary Public - State of Florida

Printed Name SUSAN E DRAKE

My Commission Expires: _____

SUSAN E. DRAKE
MY COMMISSION #FF202300
EXPIRES: FEB 23, 2019
Bonded through 1st State Insurance

ECONOMIC DEVLOPMENT INCENTIVE GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT ("**Grant Agreement**" or "**Agreement**") is made and entered into this 22nd day of September, 2015, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**"), and **PROJECT TAYLOR,** a Delaware limited liability company authorized to do business in the State of Florida ("**Project Taylor**").

RECITALS:

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(b) also expressly provides that a municpality may expend public funds to attract and retain business enterprises and that the use of such funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, the City is also vested with broad municpal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution, which would include the power to provide economic incentives to businesses to locate and expand within the City of Cocoa; and

WHEREAS, the City Council has established a strategic priority to pursue economic development and diversification of the City's tax base to facilitate job creation; and

WHEREAS, Project Taylor, established in 2006, is a manufacturer of therapeutic medical products, employing 57 individuals (49 employees based in Cocoa), and currently located in the City of Cocoa; and

WHEREAS, Project Taylor currently leases space in three facilities including a 6,000 square foot facility in the City of Cocoa and intends to expand further into a 22,000 square foot building, create 126 new jobs prior to December 31, 2018, and invest approximately $3,150,000 in new capital investment in order to increase its manufacturing capabilities by adding a new facility and new machining equipment; and

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

WHEREAS, on August 11, 2015, the City Council approved an Economic Development Incentive (EDI) Fund for Project Taylor in the amount of $500 per new job created, not to exceed $50,000, subject to the terms and conditions herein; and

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

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

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

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

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

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

2. **Commitments by Project Taylor**.

(a) *Expansion of Facilities; Capital Investment.* Project Taylor hereby represents and warrants that it intends to expand its manufacturing operations to an existing structure within the jurisdictional boundaries of the City of Cocoa. In furtherance of said expansion, Project Taylor agrees to make a fixed capital investment of not less than $3,150,000.00 in new construction and tangible personal property prior to December 31, 2018.

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

(c) *Employees.* Project Taylor agrees that it shall increase the number of persons it employs by at least 126 by December 31, 2018, and that the average annual salary of its employees shall be at least $85,808.00.

(d) *Expansion of an Existing Business.* Project Taylor represents and warrants that, for purposes of receiving the economic incentives provided to Project Taylor by this Agreement, Project Taylor currently meets the definition of "expansion of an existing business," as that term is defined by section 196.012(15), Florida Statutes. Project Taylor agrees to maintain its qualifications as an "expansion of an existing business" during the entire term of this Agreement.

3. **Economic Development Incentive Grant Award.** The parties acknowledge that the economic development incentive grant award to Project Taylor shall be subject to Resolution 2014-19. Further, the grant award authorized by this Agreement, in accordance with Resolution

2014-19, shall be on a reimbursement basis and shall be subject to the following minimum requirements:

a. Project Taylor is authorized to receive a grant award from the City in the amount of up to Five-Hundred and No/00 Dollars ($500) per new employee, not to exceed the total sum of Fifty-Thousand and No/00 Dollars ($50,000.00) ("**Grant Award**"), which Grant Award may only be utilized for the limited expenditures authorized in Resolution 2014-19, attached herto and fully incorporated herein by this reference as **Exhibit "A"**. In no event shall Project Taylor receive Grant Award funds in excess of $50,000.00 under this Agreement, without separate and additonal approval of the City Council.

b. The Grant Award shall be based solely on out-of-pocket costs incurred by the recipient and shall not include any in-kind contributions or internal work performed by the recipient and recipient's employees.

c. Before any reimbursement is made by the City, the City's Office of Economic Development must confirm and verify that the recipient has fully completed and paid for the expenditures authorized to be reimbursed pursuant to this Grant Agreement. Verification shall require that, at a minimum, the recipient has provided to the City copies of all applicable receipts, invoices, payment documentation, and completion certificates.

d. The City shall have the right to rescind this Grant Agreement and demand an immediate refund of any grant funds provided by the City if Project Taylor fails to comply with any material terms or condition set forth in this Grant Agreement.

e. This Agreement is subject to all of the terms and conditions set forth in Resolution 2014-19, whether or not any such term or condition is explictly referred to herein.

4. **Annual Reports.** Project Taylor shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of "expansion of an existing business" as set forth in section 196.012(15), Florida Statutes, for ten (10) years. The annual report shall be provided to the City no later than January 31 of each year. Project Taylor shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether Project Taylor is complying with the terms and conditions of this Agreement.

5. **Supplemental Incentives; Appropriations.** The Grant Award shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds except as specifically authorized herein. Any and all such appropriations are made at the sole discretion of the City Council.

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

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

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

9. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto and shall terminate in ten (10) years, unless the Agreement is terminated pursuant to this Section.

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

(c) *Termination by Project Taylor.* Project Taylor may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

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

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

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

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

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

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

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

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

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

To CITY:	w/copy to:
John A. Titkanich, AICP Cocoa City Manager 65 Stone Street Cocoa, FL 32922	Anthony A. Garganese, City Attorney Garganese, Weiss & D'Agresta, P.A. P.O. Box 2873 Orlando, FL 32802-2873

To PROJECT TAYLOR:

PROJECT TAYLOR
Attn: GENERAL COUNSEL

_____
_____
_____

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

17. **Indemnification and Hold Harmless**. Project Taylor shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Project Taylor, its agents, servants, officers, officials, employees, or subcontractors.

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

18. **Assignment.** This Agreement shall not be assigned by Project Taylor without the prior written consent of the City.

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

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

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

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

23. **No Delegation of Police Power.** Project Taylor shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Project Taylor.

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

ATTEST:

Carie Shealy, City Clerk

The City of Cocoa,
a Florida municipal corporation.

John A. Titkanich, City Manager

Date: 9/22/2015

PROJECT TAYLOR, a Delaware limited liability company.

Name: JOHN C. WEIGHTED

Title: GENERAL COUNSEL

Date: 9/17/15

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN WEIGHTED, GENERAL COUNSEL of **PROJECT TAYLOR**, a Delaware limited liability company authorized to do business in the State of Florida, who is [ ] personally known to me or [X] has produced _____ as identification.

Susan E. Drake
Notary Public - State of FLORIDA

Printed Name SUSAN E. DRAKE
My Commission Expires: _____

SUSAN E. DRAKE
MY COMMISSION #FF202300
EXPIRES: FEB 23, 2019
Bonded through 1st State Insurance

RESOLUTION NO. 2014- 019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A GENERAL ECONOMIC INCENTIVE GRANT PROGRAM FOR NEW AND EXPANDING BUSINESSES LOCATED WITHIN THE CITY OF COCOA; MAKING LEGISLATIVE FINDINGS OF PUBLIC PURPOSE; PROVIDING FOR ELIGIBILITY AND GRANT REQUIREMENTS; PROVIDING APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 166.021(8), Florida Statutes provides that the Legislature has determined that there is a need to enhance and expand economic activity within municipalities by attracting and retaining business enterprises; and

WHEREAS, section 166.021(8)(b) also expressly provides that a municipality may expend public funds to attract and retain business enterprises and the use of such funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, the City is also vested with broad municipal home rule powers granted by s. 2(b), Art. VIII of the Florida Constitution which would include the power to provide economic incentives to businesses to locate and expand with the City of Cocoa

WHEREAS, the City Council of the City of Cocoa, Florida has established a strategic priority to pursue economic development and diversification of the City's tax base to facilitate job creation; and

WHEREAS, in furtherance of this strategic priority, the City Council has determined that offering economic development incentives encourages new businesses to locate and existing businesses to expand within the City of Cocoa creates new employment opportunities for the residents of the City; and

WHEREAS, the City desires to stimulate economic growth by recruiting and attracting new businesses to locate within the City of Cocoa and by encouraging existing businesses with the City to expand; and

WHEREAS, the creation of new employment opportunities and the increased tax revenues generated from new and expanded businesses are beneficial to the local economy; and

WHEREAS, the City Council finds and declares that it is in the public's best interest to award economic development incentives to new and expanding small businesses within the City of Cocoa as part of the overall strategic economic development policy of the City; and

WHEREAS, the intent and purpose of this Resolution is to establish a general Economic Incentive Program for the City of Cocoa, which will authorize the City to provide economic financial incentives to eligible new and expanding businesses within the City of Cocoa; and

WHEREAS, the objective of the General Economic Incentive Program is to encourage certain new businesses to locate within the City of Cocoa and to encourage certain existing businesses within the City of Cocoa to expand their business operations for purposes of enhancing the economy of the City and to create new job and business opportunities for the residents and businesses of Cocoa; and

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

Section 1. Recitals; Title. The foregoing recitals are affirmed and incorporated as part of this Resolution as legislative findings of the City Council of Cocoa. Upon adoption, this Resolution may be referred to as the "City of Cocoa Economic incentive Program (hereinafter sometimes referred to as the "EIP")."

Section 2. Adoption of Guidelines and Procedures. The City Council hereby adopts the following guidelines and procedures for the EIP as follows:

I. Eligibility. A new business and an existing business with expansion plans shall be eligible for an economic incentive under this Resolution; provided, however, the business satisfies the following criteria:

a. To qualify as a "New Business," the business must not be currently operating within the City of Cocoa (including any subsidiary or parent company thereof) and must meet all of the following factors:

1. The business establishes at least 10 or more new jobs to employ 10 or more full-time equivalent employees in the City within the first year of commencing operations within the City, provided the new jobs have an average annual salary of not less than the lower living wage of Brevard County.

2. The business qualifies as a "target industry business" as defined by s. 288.106(2)(q), Florida Statutes. The following businesses are expressly not eligible for a grant under this Resolution: property management or leasing companies; home occupation; sexually oriented business, vehicle sales, repair, services and storage; vehicle or other fuel sales; check cashing stores; convenience stores; liquor or package store; tattoo establishment; pawn shop; flea market; car wash; title loan business; bar or club; tobacco related business; bail bonds; or any use prohibited by the City Code.

3. The business will invest at least $250,000 in land, building, or equipment purchases within the first year of commencing operations within the City.

Notwithstanding the aforesaid, the City reserves the right, on a case-by-case basis, to consider the eligibility of other businesses that the City deems a high value economic development project that will create a significant and positive economic impact on the City.

b. For an existing business to qualify, the existing business must have plans to expand business operations within the City of Cocoa by or through the acquisition of real property or capital infrastructure improvements and the business must meet all of the following factors:

1. The expansion directly results in the creation of at least 10 or more new jobs to employ 10 or more full-time equivalent employees in the City within the first year of completing the expansion of business operations, provided the new jobs have an average annual salary of not less than the lower living wage of Brevard County.

2. The business qualifies as a "target industry business" as defined by s. 288.106(2)(q), Florida Statutes.

3. The expansion must commence within 12 months of the date that the grant application is submitted to the City and be completed no later than 12 months from the date that the expansion commences unless less time is required by Grant Agreement.

4. The expansion includes a minimum investment of at least $250,000 in land, building, or equipment purchases.

For purposes of this Section I, the term "jobs" shall have the same meaning as the same definition set forth in s. 288.106(2)(i), Florida Statutes.

II. Eligible Grant Amounts. If a business is eligible for consideration of a grant under this Resolution, the maximum total grant potentially available shall be $100,000, provided that a maximum $50,000 is available as a general grant from the City's general fund economic development budget allocation and a maximum $50,000 is available as a utility improvement grant from the City's utility fund economic development budget allocation. Once a business receives the maximum grant amount in total or from either fund the business shall no longer be eligible for grant funding above the total or fund maximum amount stated in this Resolution, whichever may be the case.

III. Minimum Funding Requirements. Grant awards under this Resolution shall be on a reimbursement basis and shall be subject to the following minimum requirements:

a. All grant awards shall be subject to a written agreement between the City and the grant recipient ("Grant Agreement"). The Grant Agreement shall be in a form approved by the

City Attorney and City Manager. Grant Agreements shall not be binding upon the City unless the written agreement is approved by the City Council and executed by the City Manager or Mayor in a manner consistent with the requirements of this Resolution. Oral representations made by any City official regarding the EIP shall be nonbinding upon the City.

b. General fund economic development grant funds provided under this Resolution shall be on a reimbursement basis and shall be used only for the following limited expenditures: (i) building or capital improvements to the business location with the City of Cocoa, provided such improvements are subject to ad valorem or tangible property taxes; (ii) the acquisition of real property on which a new building or expansion of existing building will be constructed; (iii) relocation expenses of existing employees that will fill the new jobs that will be relocated to the City of Cocoa; and (iv) City development permit fees including impact fees, building permit fees, zoning permit fees, and business tax receipts.

c. Utility fund economic development grant funds provided under this Resolution shall be on a reimbursement basis and shall be used only for water, sewer, stormwater, and reclaimed water utility related on-site or off-site capital improvements.

d. Building and capital improvements covered by the Grant Agreement must comply with applicable laws and shall only be reimbursed if the City certifies that the improvements have been completed by the recipient.

e. Grants for development fee reimbursement shall be paid as a credit to offset the development payment fee balance owed the City. If the credit is insufficient to cover the entire fee owned the City, the credit will be applied at such time the fee is deemed owed pursuant to City policy and the recipient has fully paid any remaining balance owned the City on the subject fee.

f. The grant provided under this Resolution shall be based solely on out-of-pocket costs incurred by the recipient and shall not include any in-kind contributions or internal work performed by the recipient and recipient's employees.

g. Before any reimbursement is made by the City, the City's Office of Economic Development must confirm and verify that the recipient has fully completed and paid for the expenditures authorized to be reimbursed by the Grant Agreement. Verification shall require that, at a minimum, the recipient has provided to the City copies of all applicable receipts, invoices, payment documentation, and completion certificates.

IV. Application Requirements.

a. Completed grant applications will be processed on a first come, first served basis. Completed grant applications shall be submitted to the Office of Economic Development for the City of Cocoa, 65 Stone Street, Cocoa, FL 32922 on a form approved by the City Manager and shall be accompanied with the following minimum information, if applicable:

1. The legal name of the business and a brief description of the purpose of the business.
2. Copy of certificate of good standing issued by the State of Florida evidencing the business is authorized to do business in the State.
3. The federal employer identification number and, if applicable, state sales tax registration number.
4. The location of the business or proposed permanent location of the applicant's business at which the project is to be located.
5. Whether the business is or will be located with an enterprise zone or brownfield area within the City of Cocoa.
6. The primary business contact for the duly authorized representative of the business.
7. A description of the type of business activity or product covered by the project, including a minimum of a five-digit NAICS code for all activities included in the project.
8. The proposed number of new jobs (full-time and part-time) that are committed to be created and related job descriptions, wages to be paid, and a timeframe for hiring.
9. The average annual wage committed to be paid.
10. The anticipated date operations will commence.
11. If an expanding business, number of current jobs being retained.
12. The amount and brief description of capital investment committed to be made.
13. A brief description of utility impacts, connections, or extensions within the City.
14. A brief statement explaining the role that the anticipated incentives will play in the decision of the applicant to locate or expand in the City, and the desired use of the incentives provided by the City.

b. Incomplete and ineligible applications will not be processed by the City. If an application is deemed incomplete or the City requires additional information in order to process the application, the applicant will be notified and afforded an opportunity to correct the

deficiency and provide additional information. Once the City staff determines and application is complete and eligible for potential grant funding, the following will occur:

1. City staff shall review the application according to the criteria and requirements established under this Resolution and provide a written recommendation to the City Council in the form of an Agenda Item. City staff is authorized to establish scoring criteria and sheet for purposes of formulating their recommendation and said criteria shall weigh applications more favorably based on the number of jobs created, the total amount of capital investment to be undertaken by the recipient, the average annual wage of the new jobs, and whether the business is located or will be located within the City's enterprise zone or brownfields area. Preference may be given to businesses that are or will be located within a City enterprise zone or brownfield designated area.

2. City staff, with the assistance of the City Attorney, will prepare a draft Grant Agreement for the City Council's consideration if the staff recommendation is to approve the grant application.

3. City Council shall not be bound by City staff's recommendation. City Council, in its sole discretion, consider the recommendation of City staff and any proposed Grant Agreement and either approve, approve with modifications, or deny the application by majority vote, and determine whether any funds will be made available to the applicant. No precedent shall be implied or inferred by any decision of the City Council pursuant to this Resolution.

V. Minimum Grant Agreement Performance Conditions. All Grant Agreements approved under this Resolution shall require the grant recipient to maintain the new business or expansion of an existing business in accordance with the eligibility requirements set forth in Section I of this Resolution for a specific duration of time commensurate with the amount and timing of the grant provided by the City, provided the duration shall not be less than two (2) years. Further, the Grant Agreement shall require the recipient to submit an annual report to the City evidencing compliance with the terms and conditions of the Agreement. The report shall be received by Council no later than January 31 of each year for the fiscal year that begins on October 1 following the January 31 report submission date. In addition, the Grant Agreement shall provide that the City shall have the right to rescind the Grant Agreement and demand an immediate refund of any grant funds provided by the City if the recipient fails to comply with any material terms of condition set forth in the Grant Agreement.

VI. Supplemental Incentives; Appropriations. Any grant award approved under this Resolution shall be deemed supplemental to any other economic development incentive program offered by the City. Nothing herein shall be construed or interpreted as requiring the City Council to budget and appropriate any funds to the EIP. Any and all such appropriations shall be made at the sole discretion of the City Council.

Section 3. State Reporting Requirements. Pursuant to Section 166.021(8)(e), Florida Statutes, City staff shall report annually to the State of Florida, Office of Economic and

Demographic Research detailing any economic development incentives in excess of $25,000 given to any business during the City's previous fiscal year. The City's report shall be on a form prescribed by the Office of Economic and Demographic Research

Section 4. Repeal of prior inconsistent resolutions. All prior inconsistent resolutions or any parts thereof in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability. Should any section or provision of this resolution or any portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 6. Effective date. This Resolution shall become effective immediately upon its adoption by the City of Cocoa, Florida.

Adopted at a Regular Meeting of the City of Cocoa, Florida, assembled this 11th day of February, 2014.

Henry U. Parrish, III, Mayor

ATTEST:

Joan Clark, City Clerk, CMC

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Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003528939
Pymt Method Invoice
Net Amt: $299.85

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/29/19

Text of Ad:

AD#3528939, 4/29/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

May 8, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, May 8, 2019, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinances on First Reading, titled as follows:

ORDINANCE 03-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO CROSS BRANDS MANUFACTURING, L.L.C. ORIGINALLY AUTHORIZED BY ORDINANCE 11-2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 05-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO DIAMONDBACK CNC, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 08-2012; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 06-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO GENO, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 12-2015; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 12-2015 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 07-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO PARAGON PLASTICS, INC. ORIGINALLY AUTHORIZED BY ORDINANCE 17-2011; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 17-2011 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

Members of the public are encouraged to comment on the proposed ordinances

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

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

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

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

Dated this the 25th
day of April, 2019.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-184	**Version:**	1	**Name:**	Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc. AVT Revocation
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/24/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Approve the first reading of Ordinance No. 07-2019 revoking the economic development ad valorem tax exemption previously granted to Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 07-2019: Revoke AVT Exemption Paragon Notice of Termination - Incentive Agt - Paragon Executed Economic Incentive Agreement 2011 2014-018 (Ad Valorem Tax Ememptions) NOTICE OF PUBLIC HEARINGOrderConf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2019
Agenda Date: May 8, 2019
Prepared By: Samia Singleton, Economic Development Specialist
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the first reading of Ordinance No. 07-2019 revoking the economic development ad valorem tax exemption previously granted to Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc.

BACKGROUND:

In 2011, Paragon Plastics, Inc. (“Paragon”) requested an economic development ad valorem tax exemption for its new warehouse expansion and equipment to be located in Cocoa, Florida. On November 8, 2011, the City granted Paragon (under the alias “Project Boat”) an economic development ad valorem tax exemption for a period of six (6) years, subject to the terms and conditions of Resolution 96-24 (subsequently replaced by Resolution 2014-18) and Ordinance 17-2011. On November 9, 2011, the City and Paragon entered into an Economic Incentive Agreement, setting forth the terms and conditions of the ad valorem exemption. Ordinance 17-2011 and the Agreement expressly require Paragon to (i) file annual reports by January 31 of each year and (ii) maintain business operations within the jurisdictional boundaries of the City of Cocoa.

Paragon filed annual reports for tax years 2012 through 2015 and received exemptions of $524.54 for the 2013 tax year, $1,366.75 for the 2014 tax year, and $1,865.93 for the 2015 tax year.

Paragon failed to file annual reports for the 2016 and 2017 tax years. In addition, Paragon moved its business out of the City of Cocoa in or about January 2017. The failure to file an annual report and the move from the City of Cocoa are material breaches of the terms and conditions of the Agreement. The City sent a Notice of Termination of the Agreement to Paragon on April 23, 2019, giving Paragon fifteen (15) days to cure the breach. Paragon failed to cure the breach within the fifteen (15) day period. As such, the Agreement will be terminated, effective May 9, 2019.

Both Resolution 2014-18 and Ordinance 17-2011 expressly authorize the City Council to revoke, by ordinance, an economic development ad valorem tax exemption and re-impose the ad valorem taxes exempted if an applicant fails to comply with any term or condition of the exemption. Paragon has failed to comply with the terms and conditions of the exemption. Thus, the exemption should be revoked and the total $3,757.22 previously exempted should be re-imposed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Monies collected by the Brevard County Tax Collector as re-imposed taxes shall be deposited in the City's General Fund.

PREVIOUS ACTION:

On November 8, 2011, the City granted Paragon (under the alias "Project Boat") an economic development ad valorem tax exemption for a period of six (6) years subject to the terms and conditions of Resolution 96-24 (subsequently replaced by Resolution 2014-18) and Ordinance 17-2011.

RECOMMENDED MOTION:

Approve the first reading of Ordinance No. 07-2019 revoking the economic ad valorem tax exemption previously granted to Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc.

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ORDINANCE NO. 07-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO PARAGON PLASTICS, INC. ORIGINALLY AUTHORIZED BY ORDINANCE 17-2011; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 17-2011 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Citizens of the City of Cocoa voted to provide economic incentives to new and expanding businesses in the November 8, 1995 general election and again during the 2005 and 2015 general elections; and

WHEREAS, in 2011, Paragon Plastics, Inc., n/k/a Trout Enterprise, Inc. ("Paragon") requested that the City exempt ad valorem taxes for its new warehouse expansion and equipment to be located in the City; and

WHEREAS, the City adopted Ordinance 17-2011 by which it granted Paragon (under the alias "Project Boat") an economic development ad valorem tax exemption for a period of six (6) years, subject to the terms and conditions of Resolution 96-24 (which was subsequently replaced by Resolution 2014-18); and

WHEREAS, Resolution 2014-18 and Ordinance 17-2011 expressly authorize the City Council to revoke, by ordinance, any economic ad valorem tax exemption if an applicant fails to comply with any term or condition of the exemption, and additionally authorize the City Council to reimpose any ad valorem taxes previously exempted; and

WHEREAS, Paragon has received the following exemptions pursuant to the Ordinance:

Tax Year	Amount
2013	$524.54
2014	$1,366.75
2015	$1,865.93

WHEREAS, Paragon moved its business out of the City in or about January 2017, thereby

not satisfying the conditions specified by Ordinance 17-2011; and

WHEREAS, the City desires to expressly revoke the economic development ad valorem tax exemption granted to Paragon, and additionally desires to reimpose the ad valorem taxes that were exempted for the 2013, 2014, and 2015 tax years to the extent allowed by law, due to Paragon's breach of the specified conditions; and

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

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

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

Section 2. **Repeal of Economic Ad Valorem Tax Exemption.** The City Council of the City of Cocoa hereby repeals the economic development ad valorem tax exemption granted to Paragon Plastics, Inc. pursuant to Ordinance 17-2011 for the years 2013, 2014, and 2015.

Section 3. **Reimposing the Ad Valorem Taxes Exempted.** The City Council of the City of Cocoa hereby reimposes the economic development ad valorem tax previously exempted in the amounts of $524.54 for 2013, $1,366.75 for 2014, and $1,865.93 for 2015 to the extent allowed by law, received by Paragon Plastics, Inc. pursuant to Ordinance 17-2011.

Section 4. **Notice Provided to Brevard County Property Appraiser.** Upon adoption of this Ordinance by the City Council, the City Clerk shall send a certified copy of this Ordinance to the Brevard County Property Appraiser, who shall reissue a tax bill to Paragon for the 2013, 2014, and 2015 tax years, pursuant to the terms set forth herein, which shall be due and owing to the City.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Not Incorporated into Code.** This Ordinance shall not be incorporated into the Cocoa City Code.

Section 7. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 8. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Trout Enterprise, Inc.
f/k/a Paragon Plastics, Inc.
Attn. David Trout
283 Leather Fern Lane
Merritt Island, Florida 32953

NOTICE OF TERMINATION OF ECONOMIC INCENTIVE AGREEMENT

Notice is given this _____ day of April, 2019 to Trout Enterprise, Inc., f/k/a Paragon Plastics, Inc. ("Paragon"):

A. On November 8, 2011, the City of Cocoa, Florida ("City") adopted Ordinance No. 17-2011, pursuant to which Paragon (under the alias "Project Boat") was granted an ad valorem tax exemption for a term of six (6) years for its new warehouse expansion and equipment in the City.

B. On November 9, 2011, Paragon entered into an Economic Incentive Agreement with the City, which set forth the terms and conditions of the economic incentive granted to Paragon. The term of the Agreement runs from the date of execution until one (1) year after Paragon receives the full benefit of the ad valorem tax exemption.

C. Paragon granted the following exemptions:

Tax Year	Amount
2013	$524.54
2014	$1,366.75
2015	$1,865.93

D. Pursuant to the Agreement, Paragon is required to submit annual reports no later than January 31st of each year (Section 4). Further, as a material condition to receiving the economic incentive, Paragon agreed to maintain its existing business operations within the jurisdictional boundaries of the City of Cocoa for the term of the Agreement (Section 2(b)).

E. Paragon has breached the terms of the Agreement by (i) failing to file annual reports for 2016 and 2017 and (ii) moving its business out of the City in or around January 2017.

In accordance with Section 8(d) of the Agreement, the City hereby notifies Paragon that it must cure the above-described material breaches within fifteen (15) days of receipt of this Notice.

Should Paragon fail to cure the breaches within the fifteen (15) day time period, then, pursuant to Section 8(e), the Agreement will be terminated and the economic development incentives thereby granted will be revoked. Further, Paragon shall reimburse the City the $3,757.22 in exempted ad valorem taxes within thirty (30) days of receipt of this Notice.

CITY OF COCOA, FLORIDA

BY: _____
John Titkanich, Jr. AICP, ICMA-CM, City Manager

DATED: 4-23-2019

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("Agreement") is made and entered into this 9th day of November, 2011, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("City"), and **PROJECT BOAT,** a Florida corporation ("PROJECT BOAT").

RECITALS:

WHEREAS, PROJECT BOAT is a custom plastic thermoforming manufacturer; and

WHEREAS, PROJECT BOAT has been located in the City of Cocoa since 1998, currently employs twenty-two employees, occupies 25,000 square feet of manufacturing and warehouse space, and leases an additional 3,000 square feet of space to accommodate work overflow; and

WHEREAS, PROJECT BOAT produces products such as manhole inflow dishes, medical bed components, air conditioning condenser covers and missile supports for the aerospace, industrial and medical fields; and

WHEREAS, in order to meet increased customer demands, PROJECT BOAT plans to expand its existing warehouse facility in Cocoa by an additional 9,500 square feet; and

WHEREAS, PROJECT BOAT intends to add 10 new jobs to the payroll and to pay an average wage of $36,489.68; and

WHEREAS, PROJECT BOAT provides health insurance benefits to its employees and will be offering retirement benefits in the near future; and

WHEREAS, PROJECT BOAT will demonstrate a fixed capital investment of at least $500,000.00 in renovations and new construction, and at least $100,000.00 in tangible personal property; and

WHEREAS, the City desires to provide PROJECT BOAT certain economic incentives in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders consistent with section 166.021(9), Florida Statutes; and

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

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

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

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

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

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

2. **Commitments by PROJECT BOAT.**

(a) *Expansion of Facilities; Capital Investment.* PROJECT BOAT hereby represents and warrants that it intends to expand its existing warehouse facilities located within the jurisdictional boundaries of the City of Cocoa. In furtherance of said expansion, PROJECT BOAT agrees to make a fixed capital investment of not less than $500,000.00 in renovations and new construction, and not less than $100,000.00 in tangible personal property, within three (3) years of the effective date of this Agreement.

(b) *Business Operations in Cocoa.* PROJECT BOAT agrees, upon completion of construction and issuance by the City of a certificate of occupancy for PROJECT BOAT's expanded facilities, to maintain business operations within the jurisdictional boundaries of the City of Cocoa for the term of this Agreement.

(c) *Employees.* PROJECT BOAT agrees that it shall increase the number of persons under its employ by at least ten (10) over the three (3) years immediately following the completion of the expansion of its existing facilities, and that the average annual salary of its employees shall be at least $36,489.68.

(d) *Expansion of an Existing Business.* PROJECT BOAT represents and warrants that, for purposes of receiving the economic incentives provided to PROJECT BOAT by this Agreement, PROJECT BOAT currently meets the definition of "expansion of an existing business," as that term is defined by section 196.012(16), Florida Statutes. PROJECT BOAT agrees to maintain its qualifications as an "expansion of an existing business" during the entire term of this Agreement.

3. **Ad Valorem Tax Exemption.** The parties acknowledge that in accordance with Ordinance No. 23-2005, the electorate of the City of Cocoa has granted the City Council the authority to grant property tax exemptions for new businesses and expansions of existing businesses. The parties further acknowledge that PROJECT BOAT's anticipated investment to real property and tangible personal property pursuant to the terms of this Agreement, and the

City Council's determination that PROJECT BOAT's continued operations in the City of Cocoa are critical for the future economic development of the City, render PROJECT BOAT eligible for an ad valorem tax exemption. PROJECT BOAT has filed an application for ad valorem tax exemption with the City, and the City has processed the application in good faith and in accordance with the requirements established by the City and under Florida law. Conditioned upon PROJECT BOAT's continuing obligation to comply with the terms and conditions set forth in this Agreement, the City Council approved Ordinance No. 17-2011 on November 8, 2011, granting PROJECT BOAT an ad valorem tax exemption for a term of six (6) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting five (5) years thereafter, for sixty percent (60%) of the City's ad valorem taxes.

4. **Annual Reports.** PROJECT BOAT shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of "expansion of an existing business" as set forth in section 196.012(16), Florida Statutes, for each of the six (6) years PROJECT BOAT receives the ad valorem tax exemption. The annual report shall be provided to the City no later than January 31 of each year. PROJECT BOAT shall also submit any other information or reports as the City Manager or City Council may deem reasonably necessary for purposes of determining whether PROJECT BOAT is complying with the terms and conditions of this Agreement.

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

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

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

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

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto and shall terminate one (1) year after PROJECT BOAT has received the full

benefit of the ad valorem tax exemption granted pursuant to Section 3 herein, unless the Agreement is terminated pursuant to this Section.

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

(c) *Termination by PROJECT BOAT.* PROJECT BOAT may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

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

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

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

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

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

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

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

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

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

To CITY:	w/copy to:
Dr. Brenda Fettrow Cocoa Acting City Manager 65 Stone Street Cocoa, FL 32922	Anthony A. Garganese, City Attorney Brown, Garganese, Weiss & D'Agresta, P.A. P.O. Box 2873 Orlando, FL 32802-2873

To PROJECT BOAT:

PROJECT BOAT
[INSERT STREET ADDRESS]
Cocoa, FL 32922

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

16. **Indemnification and Hold Harmless**. PROJECT BOAT shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of PROJECT BOAT, its agents, servants, officers, officials, employees, or subcontractors.

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

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

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

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

20. **Representations of PROJECT BOAT.** PROJECT BOAT represents to the City that (i) PROJECT BOAT is an entity organized in the State of Florida and duly authorized to conduct business in Florida; (ii) PROJECT BOAT has the authority to enter into this Agreement

and to perform the requirements of this Agreement; (iii) to PROJECT BOAT's best knowledge, PROJECT BOAT's performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to PROJECT BOAT's best knowledge, PROJECT BOAT's performance under this Agreement shall not result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) PROJECT BOAT shall have sufficient capital to perform its obligations under this Agreement; and (vi) PROJECT BOAT does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

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

22. **No Delegation of Police Power.** PROJECT BOAT shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to PROJECT BOAT.

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

CITY:

The City of Cocoa, Florida,
a Florida municipal corporation.

Michael Blake, Mayor

Date: 11/8/2011

ATTEST:

Joan Clark, City Clerk

PROJECT BOAT:

PROJECT BOAT,
a Florida corporation.

Print Name: DAVID TROUT
Title: Authorized Representative

Date: 11-9-11

STATE OF Florida)
COUNTY OF Brevard)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David Trout, Authorized Representative of **PROJECT BOAT**, a Florida Corporation, who is [X] personally known to me or [___] has produced _____ as identification.

Theresa M Olszewski
Notary Public - State of Florida
Theresa M Olszewski
Printed Name
My Commission Expires: 9/11/2015

Notary Public State of Florida
Theresa M Olszewski
My Commission EE129082
Expires 09/11/2015

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003528939
Pymt Method Invoice
Net Amt: $299.85

Run Times: 1

No. of Affidavits: 1

Run Dates: 04/29/19

Text of Ad:

AD#3528939, 4/29/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

May 8, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, May 8, 2019, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinances on First Reading, titled as follows:

ORDINANCE 03-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO CROSS BRANDS MANUFACTURING, L.L.C. ORIGINALLY AUTHORIZED BY ORDINANCE 11-2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 05-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO DIAMONDBACK CNC, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 08-2012; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 06-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO GENO, LLC ORIGINALLY AUTHORIZED BY ORDINANCE 12-2015; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 12-2015 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCE NO. 07-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GIVEN TO PARAGON PLASTICS, INC. ORIGINALLY AUTHORIZED BY ORDINANCE 17-2011; REIMPOSING THE AD VALOREM TAXES EXEMPTED FOR 2016 PURSUANT TO ORDINANCE 17-2011 TO THE EXTENT ALLOWED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

Members of the public are encouraged to comment on the proposed ordinances

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

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

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

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

Dated this the 25th
day of April, 2019.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-188	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/24/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Pass on Second/Final Reading Ordinance 04-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 04-2019: Text Amendment regarding Indoor Shooting Ranges OSHA article - Lead Hazards Application and Petition Legal Ad Proof 5-8-19				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2019
Agenda Date: May 8, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on Second/Final Reading Ordinance 04-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District.

BACKGROUND:

I. Zoning Ordinance Amendment Analysis

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive

plan.

Need and justification for change

The ordinance proposes a text amendment to the City's Zoning Code, specifically Article XI, Section 19, M2 Manufacturing and Industrial District, to allow for the use of indoor shooting ranges as a permitted use. The amendment was precipitated by a project proposed for an indoor shooting range, as yet untitled, that would include a retail shop component as well as a restaurant. This business model is similar to another operation in Melbourne and one in Volusia County. At the present time there is no provision for indoor shooting ranges as a use in the City's zoning code.

Article XI, Section 19 provides the following statement of intent:

> The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

In addition, the Comprehensive Plan, Policy 1.1.2.10 indicates that Industrial zoning districts shall be regarded as appropriate locations for businesses that might have adverse secondary effects on residential areas, religious establishments, schools, parks, or day care centers located within the City.

The amendment would allow indoor shooting ranges as a permitted use, with ancillary retail sales and restaurants permitted in accordance with Section 19(A)(12)(d.). Currently, restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines is permitted in the M-2. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

In addition, the proposed ordinance would require all firing to take place within a completely enclosed building. Further, site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating the building is soundproof and appropriately designed for such use.

Currently, outdoor firearm testing facilities are permitted as a special exception in the M-1 and M-2 districts, when ancillary to a permitted firearm manufacturing use as provided below. The staff report for the ordinance allowing outdoor firearm testing facilities, dated February 13, 2013, recommended this use as a special exception to ensure outdoor firearms testing facilities would not be located within close proximity to residential areas.

> **Special Exceptions**
> (9) Outdoor firearm testing facility, when ancillary to a permitted firearm manufacturing use, subject to the following conditions:
> (a) No sales or consumption of alcoholic beverages shall be permitted on the property.
> (b) Hours of operation shall be established for each outdoor firearm testing facility. No

nighttime testing shall be permitted.
(c) Measures shall be implemented to mitigate the sound impacts of the facility to the surrounding community. Noise impacts caused by the facility shall not exceed 40 dBA. Outdoor sound testing shall be performed on a semi-annual basis or more frequently, as determined necessary by Cocoa, to ensure compliance with this subsection. Said sound testing shall be in accordance with American Society for Testing and Materials (ASTM) standards.
(d) The following shall be submitted with all applications for an outdoor firearm testing facility special exception permit for informational purposes only:
(i) A list of the types of firearms, ammunition, and shooting to be allowed at the facility.
(ii) All existing and proposed structures and appurtenances on the range including landscaping, screening, buildings, driveways, parking areas, walkways, utilities, etc.
(iii) Information pertaining to firing lines, firing positions, target lines, shotfall zones and related data.
(iv) The location, composition and dimensions of all baffles, safety berms, backstops and related safety features.
(v) Other information deemed necessary by the Community Development Director.

Safety, Noise, and Other Considerations

Staff's primary concern regarding the proposed zoning text amendment is protection of the surrounding community and the environment. Sport shooting and training ranges are regulated in part under Section 790.333, Florida Statutes. This statute provides that it is the public policy of the State of Florida to encourage the safe handling and operation of firearms and mandates appropriate training in the safe use and handling of firearms for persons licensed to carry concealed firearms and for persons licensed to hunt in the state. Sport shooting and training ranges throughout the state provide the location at which this important public purpose is served and at which the firearms training mandates are fulfilled.

Over years of operation, projectiles accumulate in the environment at many sport shooting and training ranges. The Department of Environmental Protection (DEP) has developed shooting range best management practices (BMPs) in order to minimize the potential for any adverse environmental impact resulting from the operation of such shooting ranges, though the BMPs published appear to discuss only *outdoor* shooting ranges. According to Section 790.333, Florida Statutes, no later than January 1, 2006, sport shooting or training range owners had to implement appropriate environmental management practices. In an effort to reduce litigation against shooting range operations, the Florida Legislature enacted protections for such operators, providing immunity from lawsuits or other legal action by local governments if the operator makes a good faith effort to implement appropriate environmental management practices and cooperates with DEP to implement corrective action plans should contamination be found.

Section 790.333, F.S., further provides that the Legislature has preempted the whole field of regulation of *firearms and ammunition use* at sport shooting and training ranges, including the environmental effects of projectile deposition at sport shooting and training ranges. However, zoning ordinances regarding the siting of shooting ranges continue to be permitted.

Some provisions of state and federal law provide further regulation of indoor shooting ranges. In

accordance with Section 823.16, F.S., a sport shooting range in compliance with any noise control laws or ordinances adopted by a local government at the time of construction or initial operation of the range shall not be subject to civil or criminal liability in any matter relating to noise or noise pollution. Once the sport shooting range is constructed, it is not required to comply with new noise ordinances or amendments to existing noise ordinances, provided it continues to conform to noise ordinances in existence at the time of its construction and conforms to current National Rifle Association gun safety and shooting range standards. Therefore, consistent with state law, the proposed ordinance includes a soundproofing requirement for the indoor gun range. This will eliminate any concern about an indoor gun range not having to comply with noise ordinance amendments enacted subsequent to the proposed ordinance and further should eliminate negative impacts to surrounding properties.

The Occupational Safety and Health Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) also have adopted lead standards to protect employee health and safety. See 29 CFR 1910.1025. OSHA published a Fact Sheet in June 2018, titled "Lead Hazards: Protecting Workers at Indoor Firing Ranges," which is attached hereto.

In addition, firing range waste must be managed in accordance with the Resource Conservation and Recovery Act (RCRA) and Title 40 Code of Federal Regulations (CFR) 260-265. The U.S. EPA has published a brochure, titled "Do you Use Best Management Practices for Lead at Your Outdoor Shooting Range?" and the National Park Service has published a brochure on "Firing Range Waste Management." These brochures include information that would be relevant to indoor shooting ranges for the handling of hazardous waste.

Given the extensive regulation of environmental impacts and employee safety associated with shooting ranges, coupled with a recommendation that noise soundproofing be incorporated into a site plan, staff recommends that indoor shooting ranges be allowed as a permitted use in the M-2 district.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Goal 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

- Future Land Use Element Goal 1.2: Location Criteria for Land Uses. Future land use categories and land development regulations shall be consistent with the density and intensity standards in Policy 1.1.1.1 and be based upon the following locational and development standards and criteria:

    - Policy 1.1.2.10: **Industrial (IND).** Industrial areas shall be regarded as appropriate for activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

        A. Industrial areas shall also serve as an area to locate businesses with principal

uses and activities which could have adverse secondary effects (i.e., increase crime; neighborhood deterioration and blight; property devaluation; economic deterioration; and health risks) on residential areas, religious establishments, schools, parks, or day care centers located within the City; including, but not limited to adult entertainment establishments.

B. Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.
C. Future industrial areas should be planned with extensive landscaping, and coordinated parking. Industrial areas shall have immediate access to a two-lane collector and/or two-lane arterial.
D. Industrial development shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low scale professional offices or medium density residential development.

- Future Land Use Element Goal 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The proposed Zoning Text Amendment was heard at the April 9, 2019 Planning and Zoning meeting. The P&Z Board recommended approval of the Zoning Text Amendment.

The Council approved the first reading of Ordinance 04-2019 at the April 24, 2019 Council meeting.

RECOMMENDED MOTION:

Pass on Second/Final Reading Ordinance 04-2019: A Zoning Text Amendment to allow indoor shooting ranges as a permitted use subject to certain conditions, including ancillary retail sales and restaurant in the M-2 (Manufacturing and Industrial) Zoning District.

ORDINANCE NO. 04-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW INDOOR SHOOTING RANGES AS A PERMITTED USE SUBJECT TO CERTAIN CONDITIONS, INCLUDING ANCILLARY RETAIL SALES AND RESTAURANT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to amend its zoning regulations to allow indoor shooting ranges as a permitted use, with limited conditions, and including ancillary retail sales and restaurant uses, in the M-2 Manufacturing and Industrial District; and

WHEREAS, this ordinance is not intended to, nor shall it have the effect of, regulating the field of firearms and ammunition, including the use, purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation thereof, and nor shall it have the effect of regulating firearms and ammunition use at sport shooting and training ranges; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Section 19, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Section 19. It is intended that the text in Appendix A, Article XI, Section 19 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 19. – District and intent – M-2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

* * *

(12) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

2. Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the

proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

3. Business service establishments.

4. Veterinary hospitals, clinics, and animal boarding facilities.

5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)(2.) of this Section, shall be permitted with the following conditions:

   a. All firing shall take place within a completely enclosed building.

   b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

* * *

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____

JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

OSHA® FactSheet

Protecting Workers from Lead Hazards at Indoor Firing Ranges

Using lead bullets or lead-containing primers at indoor firing (shooting) ranges can expose workers to lead and result in unsafe levels of lead in their blood. Lead enters the body through inhalation or ingestion. Once in the bloodstream, lead can damage various organs and cause health problems.

Firing range employers must protect their workers from the hazards of lead exposure. The Occupational Safety and Health Administration (OSHA) Lead Standard (29 CFR 1910.1025) requires that in a workplace with potential lead exposure, the employer conduct an initial determination of workers airborne exposure to lead. If a worker is exposed at or above the action level (AL) or above the permissible exposure limit (PEL) for lead, additional requirements apply. This fact sheet provides firing range employers with information on how their workers can be exposed to lead and summarizes the provisions and requirements of the Lead Standard that apply to firing ranges. For more complete information on lead and detailed requirements under the Lead Standard, visit OSHA's Safety and Health Topics Page on Lead.

How lead exposure can occur:

- Shooting firearms with lead bullets or lead-containing primer creates airborne lead in the gun smoke.
- Lead bullet deformation and fragmentation can cause lead exposure at hard surface bullet trap systems.
- A building's standard HVAC system may not adequately remove airborne lead particles from the range.
- Handling spent cartridges or cleaning firearms can contaminate the hands and skin with lead.
- Improper range cleaning methods (dry sweeping; compressed air; non-high-efficiency particulate air (HEPA) filtered vacuums) or inadequate cleaning of lead-contaminated surfaces.
- Recovering lead bullets from traps, emptying bullet trays, or casting lead bullets can create lead dust and fumes.
- Bringing and consuming food and drinks in the range area. Not washing hands and face before eating, drinking, or smoking.
- Lack of handwashing facilities for workers to remove lead.
- Wearing contaminated work clothes in eating and office areas or wearing these clothes home.

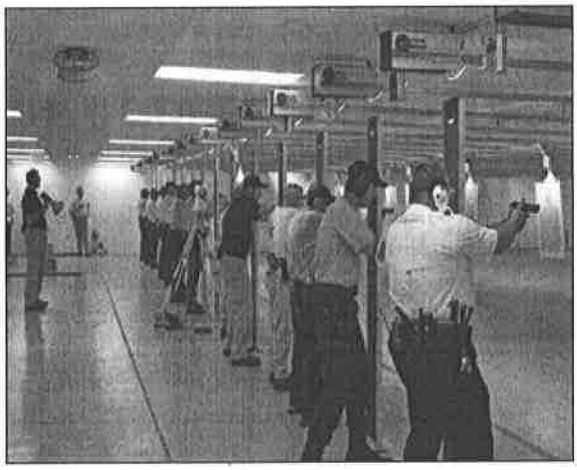


Photo: NIOSH

NIOSH estimates there are 16,000 to 18,000 indoor firing ranges in the U.S.

Firing Ranges and the OSHA Lead Standard

The following section highlights selected OSHA requirements, along with recommendations, that can help employers both comply with the Lead Standard and implement best practices. For all employer requirements under the standard, see OSHA's Lead Standard (29 CFR 1910.1025).

Exposure Monitoring

Required

- An initial determination – Collect full-shift personal air samples to determine if employee exposure is at or above the AL of 30 µg/m³ or exceeds the PEL of 50 µg/m³.
- If employee exposure is at or above the AL >30 days a year, employers must offer medical surveillance, including blood lead level monitoring to affected employees.
- Repeat monitoring is required at various intervals if exposures are at or above the AL or above the PEL. *See* 29 CFR 1910.1025(d)(6).
- If exposure is above the PEL >30 days a year, then employers must implement engineering and work practice controls to reduce exposure to or below the PEL (see box below for recommended exposure controls for firing ranges).
- When ventilation is used to control exposure, ensure effective operation of the ventilation system with scheduled (every 3 months) inspections and routine maintenance.

RECOMMENDED EXPOSURE CONTROLS FOR FIRING RANGES

Eliminate/Substitute: Use jacketed or lead-free bullets and non-lead primer.

Engineering Controls: Provide a separate "push/pull" ventilation system (not connected to the general HVAC system) with supplied and exhausted air flow designed to move lead emissions downrange from the source (firearm) toward the filtered exhaust area at/or behind the bullet trap:

- Electrically interlock supply and exhaust fans for simultaneous operation when the range is in use.
- Use HEPA filters in the ventilation exhaust system to prevent lead from entering the outside environment.

Work Practice Controls: Use a closed bag system to empty bullet trays and debris. Use a water mist spray or other type of wet method to keep lead dust from becoming airborne.

Housekeeping

Required

- Keep all surfaces as free of lead accumulations as practical.
- Ensure that workers do not use compressed air to clean floors or other surfaces where lead may accumulate.
- Ensure that workers do not shovel, dry-sweep, or brush lead-bullet debris unless vacuuming or other equally effective methods have been tried and found not to eliminate the hazard. *See* 29 CFR 1910.1025(h)(2)(ii).

Recommended

- Use a HEPA filtered vacuum and/or wet methods for cleaning.
- Perform housekeeping and cleaning procedures on a frequent basis.
- Wipe sample detection of lead is a useful tool to evaluate a housekeeping program (surfaces and floors including eating areas) and hygiene practices (employee hands) by identifying lead contamination. Colorimetric wipes for on-the-spot detection of lead are now readily available.

Respiratory Protection

Required

- Provide appropriate, NIOSH-approved respirators when engineering and work practice controls are not sufficient to reduce lead exposure to or below the PEL.
- For more information on respiratory protection program requirements, including fit testing, see OSHA's Respiratory Protection standard (29 CFR 1910.134) and visit OSHA's Safety and Health Topics webpage on Respiratory Protection.

Recommended

- Even when exposure is below the PEL, provide workers with appropriate respiratory protection for short-term, high lead exposure work tasks such as cleaning bullet traps, changing ventilation system filters, or disposing of vacuum-collected dust.

Protective Work Clothing and Equipment

Required

- Provide full-body work clothing (coveralls or disposable suits), gloves, head and foot covering, face shield, and vented goggles to workers exposed to lead above the PEL.

- Ensure that workers do not use compressed air or similar methods to remove lead dust from range floors, other surfaces, or clothing.

Recommended

- Provide protective work clothing and equipment for employees while performing range cleaning or maintenance.

Hygiene Facilities and Practices

Required

- Prohibit food, drink, eating, tobacco, and the use of cosmetics in areas with lead exposure above the PEL.
- Change rooms, separate storage lockers, and showers must be provided when worker exposures to lead are above the PEL.

Recommended

- Provide readily available handwashing stations.
- Do not allow any food, drinks, or tobacco products in the range area.
- Consider using lead decontamination wipes in addition to soap and water to remove lead from hands after cleaning firearms and picking up spent casings and before eating, drinking, or smoking.
- Provide a clean change area and separate storage lockers for employees with lead hazards in their work area, regardless of exposure levels.

Medical Surveillance and Medical Removal Protection

Required

- Implement a medical surveillance program for workers exposed to lead at or above the AL >30 days a year.
- Make available blood lead and zinc protoporphyrin testing to workers exposed to lead at or above the AL at frequencies specified in the Lead Standard. *See* 29 CFR 1910.1025(j)(2).
- Remove employees from work who have a lead exposure at or above the AL if their blood lead level meets or exceeds the criteria specified in the Lead Standard, or if a physician determines removal is needed. *See* 29 CFR 1910.1025(k)(1).

Recommended

- Offer blood lead testing for employees with lead hazards in their work area, regardless of exposure levels.
- Blood lead levels at or above 5 micrograms of lead per deciliter of blood (µg/dL) are considered elevated.

Employee Lead Hazard Training and Hazard Communication

Required

- Inform workers with potential lead exposure of the content of Appendices A and B of the Lead Standard.
- Provide initial and annual training to all employees exposed to lead at or above the AL on the content of the Lead Standard and work activities that could result in lead exposure.
- Post warning signs with the language specified in the Lead Standard in each work area where the PEL is exceeded.
- OSHA's Hazard Communication standard (29 CFR 1910.1200) requires employers to provide information and training for all employees with lead hazards in their work areas.

Additional Information

OSHA can provide compliance assistance through a variety of programs, including technical assistance about effective safety and health programs, workplace consultations, and training and education. OSHA's On-Site Consultation Program offers free, confidential occupational safety and health services to small and medium-sized businesses in all states and several territories across the country, with priority given to high-hazard worksites. On-Site consultation services are separate from enforcement and do not result in penalties or citations. To locate the OSHA On-Site Consultation Program nearest you, visit www.osha.gov/consultation.

Workers' Rights

Workers have the right to:

- Working conditions that do not pose a risk of serious harm.
- Receive information and training (in a language and vocabulary the worker understands) about workplace hazards, methods to prevent them, and the OSHA standards that apply to their workplace.
- Review records of work-related injuries and illnesses.

- File a complaint asking OSHA to inspect their workplace if they believe there is a serious hazard or that their employer is not following OSHA's rules. OSHA will keep all identities confidential.
- Exercise their rights under the law without retaliation, including reporting an injury or raising health and safety concerns with their employer or OSHA. If a worker has been retaliated against for using their rights, they must file a complaint with OSHA as soon as possible, but no later than 30 days.

For additional information, see OSHA's Workers page (www.osha.gov/workers).

How to Contact OSHA

Under the Occupational Safety and Health Act of 1970, employers are responsible for providing safe and healthful workplaces for their employees. OSHA's role is to ensure these conditions for America's working men and women by setting and enforcing standards, and providing training, education and assistance. For more information, visit www.osha.gov or call OSHA at 1-800-321-OSHA (6742), TTY 1-877-889-5627.

This is one in a series of informational fact sheets highlighting OSHA programs, policies or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to Title 29 of the Code of Federal Regulations. This information will be made available to sensory-impaired individuals upon request. The voice phone is (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.

U.S. Department of Labor

OSHA® Occupational Safety and Health Administration

DSG FS-3772 06/2018

NATIONAL PARK SERVICE
ENVIROFACTS

3/3/99

National Park Service
Hazardous Waste Management &
Pollution Prevention Team
Washington, DC 20240
(202) 565-1240 (x3)

FIRING RANGE WASTE MANAGEMENT

FIRING RANGE WASTES

Wastes generated from the discharge of fire arms at indoor and outdoor ranges including spent bullets and shot, cartridges, dust, soil, surface water runoff, or other contaminated environmental media, and waste gun cleaning materials.

APPLICABLE STANDARDS

Federal: Firing range wastes are regulated under the Resource Conservation and Recovery Act (RCRA) and 40 Code of Federal Regulations (CFR) 260 - 266. The assessment and cleanup of outdoor firing ranges is regulated under RCRA and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). 40 CFR 178 provides a proposed rule for closed and transferred military ranges. This rule can provide guidance for closed and transferred NPS firing ranges.

State: State rules for management of firing range wastes may be more stringent than Federal requirements. The regulations for your state must be reviewed to assess your park's compliance status and requirements.

Other: Additional Federal and state standards may apply to the environmental, health, and safety management of firing ranges at your park. Parks should rely upon the procedures outlined in the NPS Hazardous Waste Management Handbook, as well as applicable NPS safety guidance and requirements.

WASTE CHARACTERIZATION

Firing range wastes may be listed hazardous wastes or characteristically hazardous based on a toxic characteristic leaching procedure (TCLP) test.

- Fired shot and bullets - characteristically hazardous due to lead toxicity.
- Contaminated media (soil, surface water runoff, and indoor range dust) - potentially characteristic hazard due to lead and arsenic toxicity.
- Waste gun cleaning materials (solvents, oils, rags) - potentially hazardous due to ignitability characteristic and/or lead/arsenic toxicity; gun oil may be classified as used oil under 40 CFR 279.

Discharged ammunition is not a RCRA solid waste while it remains uncollected in the range. Once collected for disposal, or upon range closure, these materials become solid waste and are subject to RCRA. Metal ammunition waste components reclaimed or recycled by a scrap metal vendor are exempt from RCRA C hazardous waste handling and disposal requirements.

HANDLING/STORAGE

Handling this waste material may require special precautions such as personal protective equipment (PPE) and special procedures to prevent injury. Always remember to consult with your park or regional Safety Officer for additional information concerning proper handling.

Waste Collection: Spent projectiles should be periodically collected from traps and recovered (e.g., sifted) from outdoor range impact areas. The frequency of collection is dependent upon the level of range activity. Floors of indoor ranges should be vacuumed regularly to collect any firearm discharge related dust that may accumulate. An industrial vacuum equipped with a HEPA filter should be used.

Workers conducting lead collection activities must be properly trained in lead abatement hazards and procedures, use proper personal protective equipment, and conduct air monitoring in accordance with OSHA requirements.

Container Management: Firing range wastes should be segregated to facilitate reclamation or recycling. Containers used to accumulate spent projectiles and cartridges to be recycled or reclaimed should have covers and be labeled to identify contents and intended disposition (i.e. Spent Bullets to be Reclaimed). Dust vacuumed from indoor ranges and spent HEPA filters are hazardous wastes and must be handled and stored in accordance with RCRA regulations. Used gun cleaning solvents, oily and dirty rags should must also be properly handled and stored (see Waste Solvent, Used Oil and Sorbents and Wipes EnviroFacts)

RECYLING/DISPOSAL

- Spent projectiles should be classified as scrap metal and reclaimed (**otherwise they are be subject to classification and disposal as a hazardous waste**).
- Metal cartridges should be recycled via the supplier or manufacturer.
- Spent gun cleaning solvent and gun oil should be reclaimed or recycled.
- Used rags should be sent to an industrial laundry to be cleaned.
- Lead dust and HEPA filters must be disposed as a hazardous waste at a RCRA permitted facility.

Hazardous wastes from firing ranges must be properly manifested and shipped to a permitted hazardous waste disposal facility. Manifesting of wastes to be reclaimed or recycled is also recommended to track proper transport and disposal.

SPECIAL TOPICS

Operation/Maintenance and Monitoring: It is recommended that parks operate firing ranges in conformance with safe management practices designed to prevent the release of lead into the environment. This means:

- Maintenance of an impact berm to minimize erosion, bullet ricochet, and accidental ingestion of projectiles by wildlife.
- Conducting surface water monitoring programs to evaluate potential off-site contamination and prevention or mitigation measures.
- Provision of hand washing and clothing change facilities to help reduce potential lead exposure and environmental contamination by firing range users.
- At indoor ranges, operation of a firing range ventilation system with air pollution control equipment to maintain indoor air quality and emissions.

Recordkeeping: The park is responsible for maintaining all files associated with the characterization transport and disposal of firing range wastes. Up-to-date operation and maintenance plans and health and safety plans and maintenance records should also be maintained.

Closure, Site Assessment, and Remediation: A CERCLA based closure process should be implemented when a firing range is deactivated.

POLLUTION PREVENTION

- Utilize non-NPS shooting ranges where possible.
- Minimize unauthorized and unnecessary use of NPS ranges.
- Use "green" ammunition (e.g., Delta Ammunition by Winchester) and "green" gun cleaning supplies and methods (e.g., biocleaning solutions).

ENVIROFACT X-REFERENCES

- Hazardous Waste Characterization
- Hazardous Waste Generator Status Determination
- Used Oil Management
- Spent Solvent Management
- Sorbents and Wipes Management

FIRING RANGE WASTE MANAGEMENT CHECKLIST

Checklist Item	Notes
1. Determine if "green" ammunition and gun cleaning supplies are utilized at the range. Contact Bill Colsen at the Federal Law Enforcement Training Center for further information [(912) 267-2233] or ask your ammunition supplier.	
2. Determine whether the park addresses firing range waste management and other procedures to minimize the potential for environmental impact.	
3. Confirm that there is a program for the collection of discharged projectiles and other firing range wastes including the collection of projectiles from impact berms and bullet traps and the collection of dust from indoor ranges using HEPA vacuums.	
4. Verify that firing range wastes are properly segregated and accumulated in closed, properly labeled containers.	
5. Confirm that proper waste disposal practices are conducted including the recycling or reclamation of spent projectiles and metal casings, cleaning solvents and oil and disposal of hazardous firing range wastes (e.g., lead contaminated dust and vacuum HEPA filters) in accordance with RCRA requirements at an authorized facility.	
6. Confirm that an adequate ventilation system with air pollution control equipment is provided for indoor ranges.	
7. Verify that personnel conducting maintenance activities are properly trained in lead abatement procedures, that they wear appropriate personal protective equipment, and that air monitoring is conducted during maintenance activities in accordance with OSHA requirements.	
8. Verify that contamination-monitoring programs have been conducted to determine the surface water, groundwater, and/or soil contamination and that procedures are in place to control or mitigate such contamination.	
9. Determine if there is a health and safety plan for the range and facilities (e.g., hand washing and clothes changing) to minimize exposure by users.	
10. Confirm that a formal closure procedure has been initiated and completed for deactivated ranges in accordance with CERCLA guidelines.	
11. Confirm that records of collection, storage and disposal, maintenance procedures, environmental monitoring, range closure and other documents related to range operations are properly maintained.	

What is a Best Management Practice and How Does It Apply to Shooting Ranges?

A Best Management Practice (BMP) is usually based on an approach or technology that has been shown to work and to be effective for the purpose intended. The United States Environmental Protection Agency (EPA) uses BMPs to specify standards of practice where a regulation may not be descriptive enough to do so. A BMP should also be as inexpensive as possible and the equipment or technology should be readily available. A BMP may be adopted based on a survey of practices (shooting ranges in this case) that have had successful experiences with an approach or technology.

BMPs for outdoor shooting ranges are actions that range owners/operators can take to minimize the impact of lead on the environment. Lead at outdoor shooting ranges may pose, in certain situations, a threat to the environment if BMPs, including reclamation and recycling, are not implemented in a timely manner.

What is the EPA *Best Management Practices for Lead at Outdoor Shooting Ranges* manual?

The *Best Management Practices for Lead at Outdoor Shooting Ranges* manual provides owners and operators of outdoor rifle, pistol, trap, skeet and sporting clay ranges with information on lead management at their ranges. The manual explains how environmental laws are applicable to lead management and presents successful BMPs available to the shooting range community. These practices have been proven to effectively reduce lead contamination. Since each range is unique in both the type of shooting activity and its environmental setting, site-specific solutions are not provided in the manual. Rather, range owners or operators may use the manual to identify and select the most appropriate BMP(s) for a range. The manual does not address range layout or design to meet range safety or competition requirements. It is also not intended for closing ranges. Range owners/operators are directed to other comprehensive reference materials available on that subject, from the National Rifle Association of America, National Shooting Sports Foundation and other shooting associations.

Owners/operators of ranges may want to assign the implementation of this BMP Manual to a specific team or committee if possible. Delegating this responsibility to a specific team or committee helps to assure that the work gets accomplished.

The manual is organized as follows:

Chapter I provides the background on why lead is of concern to human health and the environment. It includes a discussion of how environmental laws impact shooting ranges and the importance of an integrated BMP program to manage lead;

Chapter II discusses range physical and operational characteristics to be considered when selecting a successful BMP program;

Chapter III addresses BMPs for rifle/pistol ranges, trap and skeet ranges, and sporting clay ranges. In this chapter, the manual explores possible solutions to prevent, reduce and/or remove lead contamination for each type of range;

The Appendix provides current (as of May 2000) contacts for lead reclamation and recycling companies, other sources of information on lead management, bullet trap manufacturers and key RCRA regulatory interpretations.

How Is Lead Shot Regulated Under the Resource Conservation and Recovery Act (RCRA)?

Lead shot is not considered a hazardous waste subject to RCRA at the time it is discharged from a firearm because it is used for its intended purpose. As such, a RCRA permit is not required to operate a shooting range. However, spent lead shot (or bullets) are subject to the broader definition of solid waste written by Congress and contained in the statute itself. As such, spent shot and bullets are potentially subject to RCRA statutory authority including section 7002 and 7003.

In general, the following points should serve as guidance in understanding RCRA and how it applies to your range.

1. **The lead, if recycled, is considered a scrap metal pursuant to 40 Code of Federal Regulations (CFR) 261.6(a)(3)(ii) and is therefore exempt from RCRA regulation.**

2. **After the removal contractor or reclaimer applies standard BMPs to separate the lead from soil, the soil may be placed back on the range without further treatment.**

3. The collected lead shot or bullets are excluded from RCRA regulation, and need not be manifested, nor

does the range need to obtain a RCRA generator number (i.e., the range is not a hazardous waste "generator"), provided that the leadshot is recycled or re-used. The transporter does not need to have a RCRA I.D. number . However, ranges should retain records of shipments of lead from the range, and the facilities to which they were sent, in order to demonstrate that the lead was recycled.

4. Sections 7002 and 7003 of the RCRA statute allow the USEPA, states or citizens, using a civil lawsuit, to compel cleanup of "solid waste" (e.g., leadshot) posing actual or potential imminent and substantial endangerment. Such action can be sought whether the range is in operation or closed, and is based solely on a determination that real or potential harm is being posed by the range to public health and/or the environment. Since the risk of lead migrating increases with time, ranges that have not removed leadshot are more likely candidates for government action or citizen lawsuits under RCRA Section 7003. Therefore, ranges are advised to maintain a schedule of regular lead removal.

Benefits of Lead Management

Lead removal and implementation of other BMPs will allow the range to: minimize contamination of the range and potential impacts to human health and the environment; reduce liability with regard to potential agency or citizen lawsuits; possibly benefit economically from the recycling of lead; enhance its role as a good steward of the environment; and increase customer satisfaction.

Want More Information?

For a copy of the USEPA *Best Management Practices for Lead at Outdoor Shooting Ranges*, please complete the information below and fax or mail to:

Leadshot Coordinator
RCRA Compliance Branch
U.S. Environmental Protection Agency
Region 2
290 Broadway - 22nd Fl.
New York, NY 10007-1866
Fax: (212)637-4949
E-Mail: Leadshot.Region2@epa.gov

The manual will also be placed on the world wide web at www.epa.gov/region2/waste/leadshot.

Name: _____

Address: _____

_____

_____

Phone: _____

United States Environmental Protection Agency - Region 2
EPA-902-F-00-001

Do You Use Best Management Practices for Lead at Your Outdoor Shooting Range?



Cover photo by: Mr. Jack Hoyt

Application # PZ - 19 - 02000001

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Serving the Community

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** MODIFY THE EXISTING M-2 (MANUFACTURING AND INDUSTRIAL DISTRICT) LANGUAGE TO INCLUDE INDOOR GUN RANGE + SHOP AS A PERMITTED COMMERCIAL USE.

2. **Applicable City Code Section(s):** ARTICLE XI. SCHEDULE OF DISTRICT REGULATIONS SECTION 19. DISTRICT AND INTENT - M-2, MANUFACTURING AND INDUSTRIAL DISTRICT

3. **Applicant Information:** * *NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): GREYSTONE DEBT ACQUISITIONS, LLC

   Name: BOB SCALES

   Mailing Address: 211 CAROLINE STREET

   City: CAPE CANAVERAL State: FL Zip Code: 32920

   Phone #: _____ Fax #: _____

   Mobile #: 321-508-4803 E-mail: BOBS@TSCCONSTRUCT.COM

4. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☑ **Petition.** Complete the Zoning Text Ordinance Amendment petition form. A sample "Petition" form is available from the City.

   c. ☑ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

   d. ☑ **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

e. ☑ **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Bob Scalos being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☑ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

KIRSTEN BOHAK
Notary Public - State of Florida
Commission # GG 199396
My Comm. Expires Mar 24, 2022
Bonded through National Notary Assn.

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced _____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 23 day of January, 2019

FOR OFFICE USE ONLY

Fee of $ 500.- in cash ☐ or check ☒ (No. 5498) payable to the "City of Cocoa".

Receipt Number: 254974

Date: 1-29-19

Signature from Planning & Zoning Division:

ZONING TEXT ORDINANCE AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text ordinance amendment as specified below:

In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

IN ORDER TO CONTINUE THE ECONOMIC PROSPERITY OF THE GRISSOM PARKWAY CORRIDOR WHILE FOSTERING A SAFE AND SECURE LOCATION TO EDUCATE, TRAIN, AND PRACTICE INDOOR SHOOTING, WE PROPOSE THE INCLUSION OF AN INDOOR GUN RANGE AND SHOP BE ADDED AS AN ACCEPTABLE COMMERCIAL USE AS A PRINCIPAL STRUCTURE TO ARTICLE XI, SECTION 19, ITEM 12.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Applicant's Signature — Date: 1/23/19

BOB SCALES
Applicant's Printed Name

If you have any questions please contact the Planning and Zoning Division at (321) 433-8535.

CITY OF COCOA
NOTICE OF ZONING TEXT CHANGE

NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:

ORDINANCE 04-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 19 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW INDOOR SHOOTING RANGES AS A PERMITTED USE SUBJECT TO CERTAIN CONDITIONS, INCLUDING ANCILLARY RETAIL SALES AND RESTAURANT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL SECOND READING
PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, MAY 8, 2019
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

FT-0000611256

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY:_____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: CITY OF COCOA BCH_MKT &
SALES PERSON: Linda Kennedy
PUBLICATION: FT-FLORIDA TODAY

PROOF CREATED AT: 4/26/2019 3:27 PM
PROOF DUE: -
SIZE: 3 col X 10 in

NEXT RUN DATE: 05/01/19

FT-0000611256.INDD

Legislation Details (With Text)

File #:	19-189	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Council Busines	
File created:	4/24/2019		**In control:**	City Council	
On agenda:	5/8/2019		**Final action:**		
Title:	Approve Resolution 2019-037 providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems for a period of one year; expressing the City's support for the Florida Solar United Neighbors (FL SUN) Initiative of the League of Women Voters and the Community Power Network; and the intention of the City to partner with those organizations to further adoption of solar energy in the City and Brevard County. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2019-037: Solar Photovoltaics and Thermal Systems Building Permit Fee Waiver				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2019
Agenda Date: May 8, 2019
Prepared By: Nancy A. Bunt, Community Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approve Resolution 2019-032 providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems for a period of one year; expressing the City's support for the Florida Solar United Neighbors (FL SUN) Initiative of the League of Women Voters and the Community Power Network; and the intention of the City to partner with those organizations to further adoption of solar energy in the City and Brevard County.

BACKGROUND:

Solar energy is a renewable energy source. An increasing number of residential and commercial property owners are therefore making significant investments in solar electric systems. Solar cells do not require much maintenance once brought up to their maximum efficiency and are considered quiet collectors. Unlike other energy sources, energy harvested from solar radiation by photovoltaic systems is clean energy, they produce no noise, can be very reliable, and can last longer than most other energy sources. The cost of installing photovoltaic systems and thermal systems serving individual residential and business properties is approaching parity with the cost of centrally generated electrical power obtained through the electrical grid

Additionally, the League of Women Voters of Florida and the nonprofit Community Power Network

(located in Washington, DC) have partnered to promote use of solar energy through their FL SUN (Florida Solar United Neighborhoods) non-profit organization. The FL SUN is seeking to help communities learn about and affordably participate in solar power generation through group purchasing power and has established multiple co-operatives elsewhere in Florida to improve the affordability of photovoltaic systems for co-op members. The Space Coast Chapter of the League of Women Voters is participating in the FL SUN initiative as well.

Staff is requesting approval to form a partnership between the City of Cocoa and the Space Coast Chapter of the League of Women Voters and the Community Power Network (a 501(c)(3) located in Washington, DC). This partnership will further the adoption of solar energy in the City and Brevard County through the latter two organizations' FL SUN (Florida Solar United Neighborhoods) initiative. The City will assist by:

- Promoting the FL SUN information meeting on Wednesday, May 22 at 5:30 p.m. about solar energy to increase interest in renewable energy and help recruit coop members and/or help promote other FL SUN informational meetings, and
- Providing information about the FL SUN co-op opportunity on the City's website and in the City's newsletter.

The City Council previously established a schedule of building permits fees pursuant to Resolution No. 2013-37. In order to encourage residential and nonresidential building strategies to promote energy efficient measures, including renewable energy installations such as solar photovoltaic and thermal systems. The attached Resolution seeks to waive for a period of one year, the following solar photovoltaic and thermal system fees, including component fees of permit issuance fees, electric permit fees, and plumbing permit fees for building permits related to basic energy efficient system installations.

No later than April 23, 2020, staff shall return to Council with a report on the results of the program, including total cost to the City incurred by waiving the above fees, the value of the energy efficient systems, and the total number of each type of energy efficient system installed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

It is unknown how many building permit applications the City will receive. However, for the period of January 1, 2018 through December 31, 2018 the City of Cocoa issued 15 residential building permits for the installation of solar powered equipment. The total cost of the residential permits were $1,251.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Resolution 2019-032 providing for a temporary waiver of building permit fees related to the installation of solar photovoltaic and thermal systems for a period of one year; expressing the City's support for the Florida Solar United Neighbors (FL SUN) Initiative of the League of Women Voters and the Community Power Network; and the intention of the City to partner with those organizations to further adoption of solar energy in the City and Brevard County.

RESOLUTION NO. 2019-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING, ELECTRICAL, AND PLUMBING PERMIT FEES RELATED TO THE INSTALLATION OF SOLAR PHOTOVOLTAIC AND THERMAL SYSTEMS; EXPRESSING THE CITY'S SUPPORT FOR THE FLORIDA SOLAR UNITED NEIGHBORS (FL SUN) INITIATIVE OF THE LEAGUE OF WOMEN VOTERS AND THE COMMUNITY POWER NETWORK; AND THE INTENTION OF THE CITY TO PARTNER WITH THOSE ORGANIZATIONS TO FURTHER ADOPTION OF SOLAR ENERGY IN THE CITY AND BREVARD COUNTY; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is pursuing multiple initiatives to make the community more sustainable; and

WHEREAS, affordable and clean energy are components of a sustainable community; and

WHEREAS, home and business energy consumption accounts for a large portion of energy use in the community; and

WHEREAS, energy harvested from solar radiation by photovoltaic and thermal systems is clean energy; and

WHEREAS, the cost of installing photovoltaic systems serving individual residential and business properties is approaching parity with the cost of centrally generated electrical power obtained through the electrical grid; and

WHEREAS, the League of Women Voters of Florida and the nonprofit Community Power Network (located in Washington, DC) have partnered to promote use of solar energy through their FL SUN (Florida Solar United Neighborhoods) non-profit organization; and

WHEREAS, FL SUN is seeking to help communities learn about and affordably participate in solar power generation through group purchasing power; and

WHEREAS, FL SUN has established multiple co-operatives elsewhere in Florida to improve the affordability of photovoltaic and thermal systems for co-op members; and

WHEREAS, The Space Coast Chapter of the League of Women Voters is participating in the FL SUN initiative;

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act and Section 166.222, Florida Statutes; and

WHEREAS, the City Council hereby finds that this Resolution is in the best interests of the citizens of Cocoa; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

SECTION 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. **Partnership.** The City Council hereby approves a partnership of the City of Cocoa with the Space Coast Chapter of the League of Women Voters and the Community Power Network (a 501(c)(3) located in Washington, DC) to further the adoption of solar energy in the City and Brevard County through the latter two organizations' FL SUN (Florida Solar United Neighborhoods) initiative. The City will assist by:

- Promoting the FL SUN information meeting on Wednesday, May 22 at 5:30 p.m. about solar energy to increase interest in renewable energy and help recruit coop members and/or help promote other FL SUN informational meetings, and
- Providing information about the FL SUN co-op opportunity on the City's website and in the City's newsletter.

SECTION 3. **Temporary Waiver of Building Permit Fees.** The City Council of the City of Cocoa hereby provides that building, electric, and plumbing permit fees are hereby waived for any building, electric, or plumbing permit application filed with the City related to the installation of solar photovoltaic and thermal systems. Notwithstanding the fee waiver authorized by this Section, all building application, licensing, insurance, inspection, and other building permit conditions required by law shall apply.

Any waiver of building, electric, and plumbing permit fees related to the installation of solar photovoltaic and thermal systems herein established shall automatically sunset and become ineffective on May 13, 2020, unless terminated earlier by resolution of the City Council. No later than April 23, 2020, staff shall

return to City Council with a report on the results of the waiver herein established, including the total cost to the City incurred by waiving the above fees, the number of solar photovoltaic or thermal systems installed, and metrics regarding the energy savings generated by such systems.

SECTION 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 5. **Effective Date.** This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in an emergency meeting assembled this 8th day of May 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-177	**Version:** 1	**Name:**	FIND Grant revenue acceptance	
Type:	Resolution		**Status:**	City Business	
File created:	4/22/2019		**In control:**	City Council	
On agenda:	5/8/2019		**Final action:**		
Title:	Approval to accept the funds awarded for Florida Inland Navigation District (FIND) Grants BV-CO-17-134 and BV-CO-17-139E; approve a Budget Resolution Amending the Fiscal Year 2019 in the amount of $652,100.(Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BV-CO-17-139E City of Cocoa Waterfront Repairs BV-CO-17-134 NEW Budget Resolution FY 2019.pdf BAF 19-085 -PW-FIND Grant (5-8-19) Agenda 19-177.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2019
Agenda Date: May 8, 2019
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Council approval to accept the funds awarded for Florida Inland Navigation District (FIND) Grants BV -CO-17-134 and BV-CO-17-139E; approve a Budget Resolution Amending the Fiscal Year 2019 in the amount of $652,100.

BACKGROUND:

In April of 2017, the City applied for a FIND Grant to expand the T-Dock and build additional Day Slips in Lee Wenner Park. The Grant was awarded in September 2017, but the budget was not amended at the time of the Grant award, and was not budgeted in FY 2018 or FY 2019. FIND Grant BV-CO-17-134 was awarded in the amount of $450,000. The Florida Inland Navigation District will contribute 50% of the award, or $225,000. The City will be responsible for the remaining 50% ($225,000). The term of this award expires on September 30, 2019. Staff will be requesting an extension to complete the project. Under the terms of the agreement, the project cannot be extended beyond September 30, 2020.

In September 2017, Hurricane Irma devastated the Cocoa waterfront, destroying the current T-Dock and Day Slips, as well as the promenade and overlooks. Temporary repairs were made to the park in order to reopen the park safely to visitors and boaters. The City began plans to completely rebuild

the waterfront amenities, which included a more resilient T-Dock and Day Slip structure. After numerous public meetings, the Waterfront Master Plan was updated, followed by an update of the Cocoa CRA Redevelopment Plan.

After Hurricane Irma caused such devastation to the City, it became apparent that the City would need additional funds to rebuild the amenities in Lee Wenner Park. The Florida Inland Navigation District offered a one-time grant program for emergency funds to make necessary repairs to waterway locations on a first-come, first-serve basis. The program is called the Waterways Assistance Application for Disaster Relief. In February 2018, FIND awarded funds to the City to purchase materials, receive engineered plans, engineering services and construct the Board Walk/Esplanade, Boat Slips, T-Dock and Gazebos. Based on the $1,708,400 of estimated damage as a result of Hurricane Irma, the Florida Inland Navigation District will contribute up to 25%, or $427,100 towards the re-construction of the prior facilities. The City will be responsible for the remaining 75% (estimated at $1,281,300). The term of this award expires on March 31, 2020. Staff may request an extension to the project and will likely do so. Under the terms of the agreement, the project cannot be extended beyond March 31, 2021.

The T-docks and Day Slip projects are scheduled to begin in the next month, with a completion date of December 2019. The T-dock and Day Slips will be restored and expanded utilizing funds from both FIND grants, Cocoa CRA and the City's General Fund. The Boardwalk/Esplande is in the planning stage and is expected to go out for bid in the near future ad will utilize the FIND Grant BV-CO-17-139E.

Staff requests Council approval to accept the funds for the FIND Grants awarded and to approve a Budget Resolution, amending the FY2019 Budget in the amount of $652,100.

STRATEGIC PLAN CONNECTION:

Create a sense of "Place", a Destination by improving the city's Physical Image.

BUDGETARY IMPACT:

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

Budget Amendment #19-085

Revenue

Amount Requested	$ 225,000
Account Number	302-0000-337-30.15
Account Name	Physical Environment/FIND BV-CO-17-134 (CD18LW)

Amount Requested	$ 427,100
Account Number	302-0000-337-30-16
Account Name	Physical Environment/FIND BV-CO-17-139E (ES17HI)

Expense

Amount Requested	$ 200,000

Account Number	302-3580-572-63-01
Account Name	Parks & Recreation/Infrastructure-T-Dock Extension (CD18LW)
Amount Requested	$ 25,000
Account Number	302-3580-572-63-03
Account Name	Parks & Recreation/Infrastructure-Day Slips Additions (CD18LW)
Amount Requested	$ 427,100
Account Number	302-3580-572-63-04
Account Name	Parks & Recreation/Infrastructure-Emer. Repairs Waterfront (ES17HI)

Source of Funds: FIND Grants

PREVIOUS ACTION:

February 28, 2017 - Item 17-94 (V.4) - Council approval to apply for FIND Grant BV-CO-17-134 in the amount of $450,000.

January 9, 2018 - Item 18-6 (VIII.2) - Council approval to apply for FIND Grant BV-CO-17.139E in the amount of $1,708,400.

RECOMMENDED MOTION:
Council approval to accept the funds awarded for Florida Inland Navigation District (FIND) Grants BV -CO-17-134 and BV-CO-17-139E; approve a Budget Resolution Amending the Fiscal Year 2019 in the amount of $652,100.

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-17-139E

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this 23rd day of February, 2018 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Cocoa Waterfront Repairs. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application for Disaster Relief funding, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before March 31, 2020 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond March 31, 2021. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond March 31, 2020, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than twenty-five percent (25%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A ("PROJECT COSTS") and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed $427,100.00.

Any modifications to the PROJECT'S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

Recovery of Additional Project Funding: If the PROJECT SPONSOR receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. For example, if the PROJECT SPONSOR was to receive 75% project funding from another source, the Districts cost-share percentage would be reduced to 25%.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District, including any payments received after final reimbursement under Paragraph 8..

5. **PROJECT COSTS** - To be eligible for reimbursement under this Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B. PROJECT COSTS must be incurred and work performed within the PROJECT PERIOD, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this Agreement unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this Agreement, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a

Final Project Report as described in Exhibit G. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for ten (10) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this Agreement by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT, whereupon this Agreement, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17 and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17 or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02A (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement. In the event that PROJECT SPONSOR has applied or plans to apply for disaster relief funds for the PROJECT from FEMA, the State of Florida, or any other federal or state agency, PROJECT SPONSOR shall provide annual update reports on the status of such applications on or before September 30 of each year until all such applications are finally disposed of.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and

improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Economic Development Manager,
65 Stone Street
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

J Zimmerman

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: 02-27-18

WITNESSES:

Larry J. Cello

Samia S Ingleton

PROJECT SPONSOR

By: _____
John A Titkanich, Jr.

Title: City Manager

Date: February 23, 2017

EXHIBIT A
ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2018

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	**Cocoa Waterfront Repairs**
Applicant:	**City of Cocoa**

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** (Number and/or Footage etc.)	**Applicant's Cost**	**FIND Cost**
Materials for Board Walk/Esplanade, Boat Slips, T-Dock, and Gazebos	$ 592,600	$ 444,450	$148,150
Construction Installation of Board Walk/Esplanade, Boat Slips, T-Dock, and Gazebos	$ 639,400	$ 479,550	$159,850
Construction Mobilization/Demobilization	$ 74,000	$ 55,500	$ 18,500
***Contractor OH, GC, FOB, & Profit	$ 147,900	$ 110,925	$ 36,975
Engineering Design/Funding Assistance	$ 181,800	$ 136,350	$ 45,450
Engineering Services during Construction	$ 72,700	$ 54,525	$ 18,175
****TOTALS =**	**$ 1,708,400**	**$ 1,281,300**	**$ 427,100**

***Overhead (OH), General Contractor Fee (GC), Free on Board Delivery (FOB)

EXHIBIT B

2016
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568 and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;

10. Waterways related environmental education programs and facilities;

11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;

13. Maritime Management Planning;

14. Waterways boating safety programs and equipment;

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;

2. Restrooms for non-waterway users;

3. Roadways providing access to non-waterway users;

4. Parking areas for non-waterway users;

5. Utilities for non-waterway related facilities;

6. Lighting for non-waterway related facilities;

7. Project maintenance and maintenance equipment;

8. Picnic shelters and furniture for non-waterway related facilities;

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection;

b. Design, permitting, planning, engineering or surveying costs for completed construction project;

c. Restoration of sites disturbed during the construction of an approved project;

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Project Sponsor: City of Cocoa

Project Title: Cocoa Waterfront Repairs

Project #: BV-CO-17-139 E

I hereby certify that the above referenced Project Sponsor, as of October 01, 2017, has the required matching funds for the accomplishment of the referenced project in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and the Project Sponsor, dated 2-23-2018.*

If the Project Sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the Project Sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The Project Sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Project Liaison Name: Larry J. Lellu

Project Liaison Signature: Larry J. Lellu

Date: 2-23-2018

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance		_____
Less Previous Total Disbursements	A.	_____
Less Previous Total Retainage Held	B.	_____
Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (A+B+C+D)		_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

(NOTE: Signature Required on Page 2)

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Project Completion Certification
http://www.aicw.org/closeout_wap.jsp

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1, 3 and 4 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT
DISASTER RELIEF FUNDING

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

*Annual Update Reports should continue to be submitted until final disposition of FEMA and State funds is complete.

REPORT PERIOD			
Oct 1-Dec 15, __;	Dec 15-Mar 1, __ ;	Mar 1-June 15, ___ ;	June 15-Sept 1,
Report Due: (Dec 30)	**(March 15)**	**(June 30)**	**(Sept 15)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

CURRENT STATUS OF FEMA FUNDING AND OTHER NOTABLE ITEMS:

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

March 2018 - Project Agreement Executed, Project Initiates.

June 30, 2018 First Quarterly Report Due.

September 30, 2018 Second Quarterly Report Due.

December 30, 2019 Third Quarterly Report Due.

March 30, 2020- Fourth Quarterly Report Due.

June 30, 2020 - Fifth Quarterly Report Due.

September 30, 2020 - Sixth Quarterly Report Due.

December 30, 2020- Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 1st, a request for a 1-year extension of the completion date of the project should be submitted with the June 2019 quarterly report.

MARCH 01-30, 2020 - Closeout paperwork due. http://aicw.org/closeout_wap.jsp

Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

*Annual Update Reports should continue to be submitted until final disposition of FEMA and State funds is complete.

March 30, 2020 - End of Grant. All work must be complete closeout paperwork submitted. District then finishes processing closeout paperwork, performs project inspection and submits final reimbursement check with check presentation to sponsor.

***NOTE: ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Paragraph 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617



Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

REC'D
OCT 19 2017
Florida Inland
Navigation District

October 16, 2017

Florida Inland Navigation District
ATTN: Janet Zimmerman
1314 Marcinski Road
Jupiter, FL 33477

RE: Execution of Florida Inland Navigation District Project Agreement

Dear Ms. Zimmerman:

I have enclosed the original agreement, signed by our City Manager, for the City of Cocoa's approved Waterway Assistance Program project (Project # BV-CO-17-134).

Please return a fully executed original agreement to our office for our files.

If you have any questions or require additional information, please feel free to call 321-433-8488 or send an email to marsenault@cocoafl.org.

Sincerely,

Monica Arsenault
Assistant City Clerk

FLORIDA INLAND NAVIGATION DISTRICT

October 9, 2017

Mr. Larry Lallo, Community Service Director
City of Cocoa, Cocoa Community Redevelopment Area
65 Stone St
Cocoa, FL 32922

RE: Lee Wenner Park T-Dock and Day Slips (Project # BV-CO-17-134)

Dear Mr. Lallo:

Enclosed, for your signature, is an original project agreement for your approved Waterway Assistance Program project for fiscal year 2017-2018. When signing the agreement, be sure to **also include a completed Exhibit C**, Matching Funds Form (attached). Once the agreement has been executed, please return the original to me for execution by the District.

I will return a fully executed original agreement to you for your files. Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org .

Sincerely,

Janet Zimmerman
Assistant Executive Director

COMMISSIONERS

JON NETTS
CHAIR
FLAGLER COUNTY

DON DONALDSON
VICE-CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
TREASURER
ST. JOHNS COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

SUSANNE McCABE
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-17-134

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this 19th day of October, 2017 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Lee Wenner Park T-Dock and Day Slips. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2019 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2020. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2019, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $225000.00.

Any modifications to the PROJECT'S Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B. PROJECT COSTS must be incurred and work performed within the PROJECT PERIOD, with the exception of pre-agreement costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the agreement MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in the approved project agreement. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Agreement unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this Agreement, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G. As part of the documentation accompanying the

request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this Agreement by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT, whereupon this Agreement, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17 and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17 or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable

remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Community Service Director, Cocoa Community Redevelopment Area
65 Stone St
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event

the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: 10/19/17

WITNESSES:

PROJECT SPONSOR

By: _____

Title: City Manager

Date: 10-16-2017

EXHIBIT A

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2017

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Lee Wenner Park T-Dock and Day Slips
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** (Number and/or Footage etc.)	**Applicant's Cost**	**FIND Cost**
T-dock extension construction	250 feet - $400,000	$200,00	$200,000
Additional day slip construction	approx. 4 docks -$50,000	$25,000	$25,000
$362,000 Day Slips $737,000			
****TOTALS =**	$ 450,000	$ 225,000	$ 225,000

EXHIBIT B

2017
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568 and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;

10. Waterways related environmental education programs and facilities;

11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;

13. Maritime Management Planning;

14. Waterways boating safety programs and equipment;

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;

2. Restrooms for non-waterway users;

3. Roadways providing access to non-waterway users;

4. Parking areas for non-waterway users;

5. Utilities for non-waterway related facilities;

6. Lighting for non-waterway related facilities;

7. Project maintenance and maintenance equipment;

8. Picnic shelters and furniture for non-waterway related facilities;

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection;

b. Design, permitting, planning, engineering or surveying costs for completed construction project;

c. Restoration of sites disturbed during the construction of an approved project;

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: City of Coco

Project Title: Lee Werner Park T Dock + Day 5 slips Project #: BV-CO-17-134

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 2017, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated 10-19-17.*

Project Liaison Name: John A. Titkanich, Jr.

Project Liaison Signature: _____

Date: 10-16-17

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance		_____
Less Previous Total Disbursements	A.	_____
Less Previous Total Retainage Held	B.	_____
Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (A+B+C+D)		_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost

(NOTE: Signature Required on Page 2)

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

http://www.aicw.org/assistance_programs/waterway_assistance_programs/payment_reimbursement_requests_and_project_closeout_procedures.php

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT
http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD			
Oct 1-DEC 15___;	Dec 15-Mar 1___ ;	Mar 1-June 15___ ;	June 15-Sep 1___
Report Due: (Dec 30)	**(March 15)**	**(June 30)**	**(Sep 15)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2017 - Project Agreement Executed, Project Initiates.

DECEMBER 30, 2017 - First Quarterly Report Due.

MARCH 15, 2018 - Second Quarterly Report Due.

Use Quarterly Status Report Form Exhibit F
http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

JUNE 30, 2018- Third Quarterly Report Due.

SEPTEMBER 15, 2018 - Fourth Quarterly Report Due.

DECEMBER 30, 2018 - Fifth Quarterly Report Due.

MARCH 15, 2019 - Sixth Quarterly Report Due.

JUNE 30, 2019- Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 1st, a request for a 1-year extension of the completion date of the project should be submitted with the June 2019 quarterly report.

SEPTEMBER 01-30, 2019 - Closeout paperwork due.

Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2019 - End of Grant. All work must be complete closeout paperwork submitted.

October 2019 - District finishes processing closeout paperwork, performs project inspection and submits final reimbursement check with check presentation to sponsor.

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*NOTE: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php



RESOLUTION NO. 2019-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of May, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-085

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 04/30/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 225,000	302-0000-337.30-15	CD18LW	FIND BV-CO-17-134 CD18LW	$ 0	$ 0	$ 225,000	$ 225,000
$ 427,100	302-0000-337.30-16	ES17HI	FIND BV-CO-17-139E ES17HI	$ 0	$ 0	$ 427,100	$ 427,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 652,100	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 200,000	302-3580-572.63-01	CD18LW	T-DOCK EXTENSION	$ 0	$ 0	$ 200,000	$ 200,000
$ 25,000	302-3580-572.63-03	CD18LW	DAY SLIPS - 4 ADDITIONAL	$ 0	$ 0	$ 25,000	$ 25,000
$ 427,100	302-3580-572.63-04	ES17HI	EMRGNC REPAIRS WATERFRONT	$ 0	$ 0	$ 427,100	$ 427,100
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 652,100	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

In September of 2017, the City was awarded for a FIND Grant to expand the T-Dock and build additional Day Slips in Lee Wenner Park. Also in September of 2017, Hurricane Irma devastated the Cocoa waterfront, destroying the current T-Dock and Day Slips, as well as the promenade and overlooks. The Florida Inland Navigation District offered a one-time grant program for emergency funds to make necessary repairs to waterway locations. In February 2018, FIND awarded the City funds to make repairs. Agenda 19-177

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/08/19 *RESOLUTION #:* 2019-040

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.

4/30/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.30 11:31:31 -04'00'	4/30/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.30 16:05:48 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/30/19	Everett J. Wegerif	5/1/19	Lora Howell Digitally signed by Lora Howell Date: 2019.05.01 13:25:45 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/19/18 - IT

Legislation Details (With Text)

File #:	19-166	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	4/12/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	Award Bid # B-19-13-COC, Lee Wenner Park T-Dock and Day Slips to the low bidder, C&D Construction Incorporated, including Alternate 1 (Additional 100' of T-Dock and 6 Additional Day Slips), for $1,734,800; Approve as a Multi-Year, Multi-Phase Contract from FY 2019 through FY 2020 and Authorize the City Manager to Execute the Contract. Approve a Resolution Amending the FY2019 Budget to accept a Transfer to Fund 302 from the Cocoa CRA, for the enhancements to the project. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-19-13-COC Tabulation Sheet.pdf B-19-13-COC Notice of Award.pdf B-19-13-COC FINAL MEMO.pdf NEW Budget Resolution FY 2019.pdf BAF 19-084 -PW-Amend T-Dock & Day Slips budget (5-8-19) Agenda 19-166.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2019
Agenda Date: May 8, 2019
Prepared By: Frank Mirabito, Project Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer

Requested Action:

To award Bid # B-19-13-COC, Lee Wenner Park T-Dock and Day Slips to the low bidder, C&D Construction Incorporated, including Alternate 1 (Additional 100' of T-Dock and 6 Additional Day Slips), for $1,734,800; Approve as a Multi-Year, Multi-Phase Contract from FY 2019 through FY 2020 and Authorize the City Manager to Execute the Contract. Approve a Resolution Amending the FY2019 Budget to accept a Transfer to Fund 302 from the Cocoa CRA, for the enhancements to the project.

BACKGROUND:

After Hurricane Irma passed through Brevard County in September 2017, the Indian River Lagoon sustained extensive damage to the shoreline of Cocoa's Lee Wenner Park and surrounding areas. While the county mainland sustained minimal damage, the waterfront parks were severely impacted by the strong winds and heavy rains. The City made temporary repairs to safely reopen Lee Wenner Park to visitors and boaters that frequent the park as a travel destination along the Indian River

Lagoon. Among those repairs were minimal shoreline stabilization to stop further erosion, repairs to sidewalks, repairs to the boat launch area and securing the walkway and rails between Lee Wenner Park and Riverfront Park. These repairs were made for the safety of the visitors, as Lee Wenner Park was the only park open in the Central Brevard area for boat access and approved commercial use.

City Staff, recognizing the need to rebuild the Community Amenities lost to Hurricane Irma, are requesting replacement of the T-Dock and Day Slips destroyed in the storm. The projects in the Waterfront Master Plan, includes replacement construction of the 150 feet of T-Dock, and enhancing it with an additional 100 feet (40%), for a total of 250 feet of T-Dock. This project also includes replacing the 8-Day Slips destroyed during the hurricane, as well as adding an additional 6-Day Slips (42.8%) as an enhancement. Both the enhancements of 100 feet of T-Dock, and the additional 6-Day Slips, will be funded through Cocoa CRA Revenues as well as the FIND Grant BV-CO-17-134. The replacement portions of the T-Dock and Day Slips destroyed by Hurricane Irma will be funded through General Fund Reserves, with the anticipation of reimbursement from FEMA, FEMA Mitigation and FIND Grant BV-CO-17-139E that will go back to replenish the General Fund Reserves.

Infrastructure Solution Services, LLC. (ISS) was instrumental in updating the Waterfront Master Plan, including these projects, and also the Shoreline Restoration Project and the forthcoming Riverfront Park Boardwalk/Promenade and Overlook(s) project. ISS has developed the Scope of Work for this request. A Public Meeting regarding the T-Dock and Day Slip Reconstruction was conducted on Thursday November 8, 2018 with no public comments related to the T-Dock and Day Slip design.

Upon completion of the T-Dock and Day Slips project, the City will embark on additional construction projects to rebuild the Boardwalk/Promenade and Overlooks destroyed by Hurricane Irma.

STRATEGIC PLAN CONNECTION:

This project will improve the image and increase the economic development opportunities for the City. This project is also consistent with the City's Waterfront Master Plan. It will also improve the boating opportunities for residents and visitors to Cocoa.

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? Yes (Moving Funds from Cocoa CRA into the Capital Project Funds for T-Dock and Day Slip Enhancements)

Budget Amendment #19-084

Amount Requested	$ 329,490
Account Number	302-0000-381.91-00
Account Name	General Fund 302 Transfer Account
Project Number	CD18LW

Amount Requested	$ 149,200
Account Number	302-3580-572-63-01

Account Name	Infrastructure - T-Dock Extension
Project Number	CD18LW
Amount Requested	$ 180,290
Account Number	302-3580-572-63-03
Account Name	Infrastructure - Additional 6 Day Slips
Project Number	CD18LW

Expense Already Budgeted (Capital Project Fund and FIND Grant)

Amount Requested	$ 1,180,310
Account Number	302-3580-572-63-04
Account Name	Capital Projects - Infrastructure
Project Number	ES17HI
Amount Requested	$ 200,000
Account Number	302-3580-572-63-01
Account Name	Infrastructure - T-Dock Extension (FIND GRANT)
Project Number	CD18LW
Amount Requested	$ 25,000
Account Number	302-3580-572-63-03
Account Name	Infrastructure - Additional (6) Day Slips (FIND GRANT)
Project Number	CD18LW

Total Construction Cost:
T-Dock and Day Slips Hurricane Replacement: $1,180,310
T-Dock Enhancement (100 Feet) $349,200
Additional Day Slips (6) $205,290

Total Construction Costs: $1,734,800

FY2020
Proposed Budget

Fiscal Year's 2019 funding will carry forward into Fiscal Year 2020 for the completion of the projects, to re-appropriate the approved Budget.

PREVIOUS ACTION:

November 14, 2018 Council Meeting, Item # VIII.3 (Amend and award a multi-year task order in the amount of $93,640.00 to Infrastructure Solution Services, LLC. for Design and Engineering Services related to the T-Dock and Day Slips Project, for a total project design cost of $141,140.00)

RECOMMENDED MOTION:

To award Bid # B-19-13-COC, Lee Wenner Park T-Dock and Day Slips to the low bidder, C&D Construction Incorporated, including Alternate 1 (Additional 100' of T-Dock and 6 Additional Day Slips), for $1,734,800; Approve as a Multi-Year, Multi-Phase Contract from FY 2019 through FY 2020 and Authorize the City Manager to Execute the Contract. Approve a Resolution Amending the FY2019 Budget to accept a Transfer to Fund 302 from the Cocoa CRA, for the enhancements to the project

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, April 11, 2019

BID NUMBER: B-19-13-COC T-Docks & Dayslips Project

VENDOR	0019 Bidder's Acknowledgement	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid/ Alternate 1	Receipt of Addendum	00311 Exceptions	00312 References	00320 Bidder's Qualifications	329 Listing of Sub Contractors	410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Corporate Principal Statement	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's	00675 Trench Safety	ATTACHMENT A (FEMA)
W&J Construction Corp. 1038 Harvin Way, ste 120 Rockledge FL, 32955	Y	Y	Y	Y	$1,643,398.00 $302,563.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Custom Built Marine Construction, Inc. 3119 Hammond Rd. Ft Pierce, FL 34946	Y	Y	Y	Y	$2,000,400.00 $291,360.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
C&D Construction, Inc. 395 South Range Rd. Cocoa, FL 32923	Y	Y	Y	Y	$1,469,800.00 $265,000.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Rush Marine, LLC 6285 Riverfront Center Blvd Titusville, FL 32780	Y	Y	Y	Y	$1,574,872.00 $307,231.00	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department: Public Works	Division: Capital Projects
Bid / RFP / RFQ #: B-19-13-COC	Project # ES17HI, CD18LW
Awarded To: C&D Construction	Commodity / Work Description: **T-Dock & Day Slips Replacement**
Address / City / State / Zip: 395 South Range Road, Cocoa	Phone / Fax #'s: (321) 639 - 9198 (321) 690 - 2291
Purchase / Contract Amount: $ 1,734,800	Date of Award / City Council Approval: May 8, 2019

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Frank Mirabito, Supervisor II

From: Sonja Hamilton, Purchasing Manager

Date: 4/12/19

Re: Bid #B-19-03-COC, Dayslips & T-Docks Project

Bids for the subject offering were opened on April 11, 2019 at 3:00 p.m. Purchasing sent out three hundred fifty (350) invitations and notifications to bid and received four (4) responses from twenty-six (26) plan holders.

THE APPARENT LOW BIDDER IS C&D CONSTRUCTION, INC. of Cocoa, FL

I have enclosed copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the enclosed proposals please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

RESOLUTION NO. 2019-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; and

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

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

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

SECTION 1. The 2018-2019 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of May, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-084

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 302-3580 | DATE PREPARED: 04/29/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 329,490	302-0000-381.91-00	CD18LW	General Fund 302 Transfer Account	$ 1,719,250	$ 1,719,250	$ 2,048,740	$ 2,069,278
$ 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
$ 329,490	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 180,290	302-3580-572.63-03	CD18LW	Capital Projects Infrastructure - Day Slips	$ 0	$ 0	$ 180,290	$ 190,559
$ 149,200	302-3580-572.63-01	CD18LW	Capital Projects Infrastructure - T-Dock	$ 0	$ 0	$ 149,200	$ 159,469
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 329,490	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Amendment captures the funds transfered from the Cocoa CRA fund 110-3230-581-91-32 to the Capital Project Fund 302. The funds are specifically to be used for the construction of the additional T-Docks and Day Slips in Lee Wenner Park. The remaining portion of of the enhancements will be funded through a FIND Grant Match . Agenda 19-166

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 05/08/19 *RESOLUTION #:* 2019-039

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

4/29/19	Charlene Neuterman (Digitally signed by Charlene Neuterman Date: 2019.04.29 16:46:17 -04'00')	4/30/19	Lea Taylor (Digitally signed by Lea Taylor Date: 2019.04.30 09:52:51 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/29/19	Everett J. Wegerif	5/1/19	Lora Howell (Digitally signed by Lora Howell Date: 2019.05.01 13:15:49 -04'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	19-187	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/24/2019			**In control:**	City Council
On agenda:	5/8/2019			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March 2019 Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 24, 2019
Agenda Date: May 8, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending March 2019 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This March 2019 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2019 Budget by Classification Report - Summary Listing

3/31/2019

Target for March 2019 is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 6,002,440	$ 2,197,689	73%
OTHER PERMITS AND FEES	$ 3,342,581		$ 2,143,565	$ 1,199,016	64%
INTERGOVERNMENTAL	$ 2,330,789		$ 916,389	$ 1,414,400	39%
CHARGES FOR SERVICES	$ 11,529,432		$ 5,667,170	$ 5,862,262	49%
FINES AND FORFEITURES	$ 26,000		$ 10,717	$ 15,283	41%
MISCELLANEOUS	$ 944,938		$ 825,074	$ 119,864	87%
OTHER SOURCES (NON-REVENUE)	$ 17,739,297		$ 4,218,713	$ 13,520,584	24%
REVENUE TOTALS	**$ 44,113,166**		**$ 19,784,068**	**$ 24,329,098**	**45%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,279,680	$ 813	$ 9,975,752	$ 13,303,115	43%
OPERATING EXPENDITURES	$ 10,979,030	$ 2,665,917	$ 4,399,129	$ 3,913,984	64%
CAPITAL OUTLAY	$ 1,724,685	$ 255,370	$ 1,001,529	$ 467,786	73%
GRANTS, AIDS AND OTHER	$ 8,129,771	$ -	$ 1,006,986	$ 7,122,785	12%
EXPENSE TOTALS	**$ 44,113,166**	**$ 2,922,100**	**$ 16,383,396**	**$ 24,807,670**	**44%**
REVENUE TOTALS	**$ 44,113,166**	**$ -**	**$ 19,784,068**	**$ 24,329,098**	**45%**
EXPENSE TOTALS	**$ 44,113,166**	**$ 2,922,100**	**$ 16,383,396**	**$ 24,807,670**	**44%**
	$ -	**$ (2,922,100)**	**$ 3,400,672**	**$ (478,572)**	

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	119,457.43	26	2,748,366	4,867,129.07	177	5,496,736	629,606.93
20 00	DELINQUENT TAXES	1,250	97.41-	8	7,500	199.57-	3	15,000	15,199.57
25 00	PENALTIES RE: TAXES	416	234.17	56	2,496	2,169.94	87	5,000	2,830.06
30 00	TAX CERTIFICATES	15,000	.00		90,000	.00		180,000	180,000.00
311 **	AD VALOREM	474,727	119,594.19	25	2,848,362	4,869,099.44	171	5,696,736	827,636.56
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	57,051.34	169	202,998	174,785.44	86	406,000	231,214.56
312 **	SALES USE AND FUEL TAXES	33,833	57,051.34	169	202,998	174,785.44	86	406,000	231,214.56
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	90,859.88	94	579,498	518,369.54	90	1,159,007	640,637.46
30 00	WATER-COCOA	27,888	28,069.75	101	167,328	169,963.78	102	334,667	164,703.22
40 00	GAS	1,666	926.00-	56	9,996	6,268.90	63	20,000	13,731.10
80 00	PROPANE	1,251	2,281.93	182	7,506	13,367.27	178	15,013	1,645.73
314 **	UTILITY SERVICE TAX	127,388	120,285.56	94	764,328	707,969.49	93	1,528,687	820,717.51
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	29,373.76	87	201,852	107,378.03	53	403,706	296,327.97
315 **	COMMUNICATION SERVICE TAX	33,642	29,373.76	87	201,852	107,378.03	53	403,706	296,327.97
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	2,917.65	21	82,500	143,207.45	174	165,000	21,792.55
316 **	LOCAL BUSINESS TAX	13,750	2,917.65	21	82,500	143,207.45	174	165,000	21,792.55
310 ***	TAXES	683,340	329,222.50	48	4,100,040	6,002,439.85	146	8,200,129	2,197,689.15
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	22,247.28	134	99,996	133,963.67	134	200,000	66,036.33
10 00	TRAINING SURCHARGE	66	.00		396	394.80	100	800	405.20
322 **	BUILDING PERMITS	16,732	22,247.28	133	100,392	134,358.47	134	200,800	66,441.53
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	28,232.00-	41	411,318	163,307.66	40	822,639	659,331.34
40 00	GAS	1,210	1,014.00-	84	7,260	8,444.21	116	14,520	6,075.79
70 00	SOLID WASTE	15,365	16,154.62	105	92,190	95,748.86	104	184,385	88,636.14
323 **	FRANCHISE FEES	85,128	13,091.38-	15	510,768	267,500.73	52	1,021,544	754,043.27
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	140,545.01-	87	973,116	1,732,730.94	178	1,946,237	213,506.06

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	54.80	33	996	33.59-	3	2,000	2,033.59
12 03	PENALTIES	166	14.47	9	996	468.12	47	2,000	1,531.88
12 04	TAX CERTIFICATES	12,500	.00		75,000	.00		150,000	150,000.00
12 *	SERVICE	175,018	140,475.74-	80	1,050,108	1,733,165.47	165	2,100,237	367,071.53
325 **	SPECIAL ASSESSMENT	175,018	140,475.74-	80	1,050,108	1,733,165.47	165	2,100,237	367,071.53
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	1,895.00	114	9,996	6,550.50	66	20,000	13,449.50
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	480.00		0	1,990.00		0	1,990.00-
329 **	OTHER PERMITS & FEES	1,666	2,375.00	143	9,996	8,540.50	85	20,000	11,459.50
320 ***	OTHER PERMITS & FEES	278,544	128,944.84-	46	1,671,264	2,143,565.17	128	3,342,581	1,199,015.83
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	.00		51,996	52,000.00	100	104,000	52,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	23,464.00	1132	12,438	23,464.00	189	24,879	1,415.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	760	.00		4,560	2,910.76	64	9,130	6,219.24
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	10,071	4,047.16	40	60,426	22,777.56	38	120,863	98,085.44
20 16	INTERNET CRIMES GRANT	833	.00		4,998	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	18,000.00	1200	9,000	18,000.00	200	18,000	.00
20 *	PUBLIC SAFETY	23,903	45,511.16	190	143,418	119,152.32	83	286,872	167,719.68
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	42,372.10		0	53,030.24		0	53,030.24-
50 02	EDA-2018-DISASTER-11.307	3,750	.00		22,500	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		35,090	.00		77,200	77,200.00
50 *	ECONOMIC ENVIRONMENT	10,768	42,372.10	394	57,590	53,030.24	92	122,200	69,169.76

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
70 01	NPS CIVIL RIGHTS GRANT	4,166	.00		24,996	.00		50,000	50,000.00
331 **	FEDERAL GRANTS	38,837	87,883.26	226	226,004	172,182.56	76	459,072	286,889.44
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		19,998	23,462.80	117	40,000	16,537.20
333 **	PAYMENT IN LIEU OF TAXES	3,333	.00		19,998	23,462.80	117	40,000	16,537.20
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	4,903.31		0	6,679.67		0	6,679.67-
50 02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50 03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50 04	DEO-19-THREATASSESS-P0299	2,222	.00		6,666	.00		20,000	20,000.00
50 *	ECONOMIC ENVIRONMENT	2,222	4,903.31	221	6,666	6,679.67	100	20,000	13,320.33
90 30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334 **	STATE GRANT	2,222	4,903.31	221	6,666	6,679.67	100	20,000	13,320.33
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,666	45,369.85	109	249,996	226,849.27	91	500,000	273,150.73
12 20	8TH CNT MUNICIPAL GAS TAX	12,916	13,605.65	105	77,496	68,028.25	88	155,000	86,971.75
12 *	STATE REVENUE SHARING	54,582	58,975.50	108	327,492	294,877.52	90	655,000	360,122.48
14 00	MOBILE HOME LICENSES	1,666	875.37	53	9,996	17,230.25	172	20,000	2,769.75
15 00	ALCOHOLIC BEVERAGE	1,809	24.47	1	10,854	48.94	1	21,717	21,668.06
18 00	LOCAL GOVERNMENT 1/2 CENT	90,833	91,897.13	101	544,998	384,315.18	71	1,090,000	705,684.82
21 00	FIREFIGHTER SUPPLEMENTAL	0	4,230.00		0	4,230.00		0	4,230.00-
22 00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	2,083	.00		12,498	13,362.40	107	25,000	11,637.60
335 **	STATE SHARED REVENUES	150,973	156,002.47	103	905,838	714,064.29	79	1,811,717	1,097,652.71
337	GRANTS FROM LOCAL UNITS								
20 01	BC EMS GRANT	0	.00		0	.00		0	.00
40 00	TRANSPORTATION	0	.00		0	.00		0	.00
40 01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40 *	TRANSPORTATION	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
337	GRANTS FROM LOCAL UNITS								
338	SHARED REVENUE LOCAL UNIT								
10 01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	195,365	248,789.04	127	1,158,506	916,389.32	79	2,330,789	1,414,399.68
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	475,140	475,141.00	100	2,850,840	2,850,846.00	100	5,701,690	2,850,844.00
31 00	ADMIN FEES STORMWATER	7,861	7,862.00	100	47,166	47,172.00	100	94,343	47,171.00
40 00	CERTIFY/COPY/SEARCH	8,333	8,835.05	106	49,998	41,190.27	82	100,000	58,809.73
90 12	PASSPORT EXECUTION FEES	583	1,260.00	216	3,498	2,975.00	85	7,000	4,025.00
341 **	GENERAL GOVERNMENT	491,917	493,098.05	100	2,951,502	2,942,183.27	100	5,903,033	2,960,849.73
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	1,666	.00		9,996	33,731.25	337	20,000	13,731.25-
90 00	OTHER PUBLIC SAFETY	0	.00		0	450.00		0	450.00-
90 01	FALSE ALARM FEES	925	520.00	56	5,550	5,140.00	93	11,100	5,960.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	520.00	56	5,550	5,590.00	101	11,100	5,510.00
342 **	PUBLIC SAFETY	2,591	520.00	20	15,546	39,321.25	253	31,100	8,221.25-
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	35,159	39,290.24	112	210,954	196,116.00	93	421,913	225,797.00
37 11	ROCKLEDGE	22,210	23,393.60	105	133,260	117,828.16	88	266,528	148,699.84
37 12	SUN LAKE	292	333.76	114	1,752	1,559.04	89	3,515	1,955.96
37 13	CLNY PK-M.I.UTIL CO.	157	160.16	102	942	792.96	84	1,895	1,102.04
37 16	COCOA BEACH	9,171	49,194.20	536	55,026	85,967.96	156	110,063	24,095.04
37 17	CAPE CANAVERAL	7,571	7,708.54	102	45,426	37,912.59	84	90,856	52,943.41
37 18	TITUSVILLE	330	347.20	105	1,980	1,755.35	89	3,961	2,205.65
37 *	WATER BILLING SERVICES	74,890	120,427.70	161	449,340	441,932.06	98	898,731	456,798.94
39 01	SERVICE CHARGES	34,666	30,697.34	89	207,996	184,832.69	89	416,000	231,167.31
39 03	ADMIN CHARGES	33,333	29,160.00	88	199,998	178,080.00	89	400,000	221,920.00
39 04	PENALTIES	72,916	51,661.90	71	437,496	407,874.25	93	875,000	467,125.75
39 05	NSF CHECKS	2,960	2,598.64	88	17,760	17,647.56	99	35,525	17,877.44
39 *	WATER OTHER INCOME	143,875	114,117.88	79	863,250	788,434.50	91	1,726,525	938,090.50

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
41 10	GARBAGE REVENUES	173,241	169,532.09	98	1,039,446	1,002,562.72	97	2,078,903	1,076,340.28
41 20	RECYCLING REVENUE	18,065	18,390.58	102	108,390	110,291.98	102	216,789	106,497.02
41 30	GREEN WASTE	15,449	15,785.82	102	92,694	94,305.03	102	185,394	91,088.97
41 *	GARBAGE COLLECTION	206,755	203,708.49	99	1,240,530	1,207,159.73	97	2,481,086	1,273,926.27
45 10	BILLING FEE - WEST WASTE	8,058	8,251.08	102	48,348	41,681.02	86	96,697	55,015.98
45 20	SALE - RECYCLING MATERIAL	166	.00		996	28.15	3	2,000	1,971.85
45 *	GARBAGE - OTHER REVENUE	8,224	8,251.08	100	49,344	41,709.17	85	98,697	56,987.83
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		26,166	13,084.00	50	52,336	39,252.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	107,307.00	664	96,966	107,307.00	111	193,934	86,627.00
90 *	OTHER PHYSICAL ENVIRON	20,522	107,307.00	523	123,132	120,391.00	98	246,270	125,879.00
343 **	PHYSICAL ENVIRONMENT	454,266	553,812.15	122	2,725,596	2,599,626.46	95	5,451,309	2,851,682.54
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	3,868.07	84	27,498	25,082.44	91	55,000	29,917.56
39 11	TENANT MAINTENANCE FEES	116	95.96	83	696	692.32	100	1,400	707.68
39 20	COCOA CIVIC CENTER	3,333	3,299.20	99	19,998	27,872.73	139	40,000	12,127.27
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	1,781.84	107	9,996	11,071.42	111	20,000	8,928.58
39 *	OTHER CULTURAL SERVICES	9,698	9,045.07	93	58,188	64,718.91	111	116,400	51,681.09
40 01	COCOA VILLAGE 10% GROSS	1,250	200.00	16	7,500	500.00	7	15,000	14,500.00
40 05	PERMIT FEES	208	2,500.00	1202	1,248	6,185.00	496	2,500	3,685.00-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	2,700.00	185	8,748	6,685.00	76	17,500	10,815.00
50 10	EVENT FEES	382	.00		2,292	2,034.96	89	4,590	2,555.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	500.00	109	2,748	12,600.00	459	5,500	7,100.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	500.00	60	5,040	14,634.96	290	10,090	4,544.96-

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
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	11,996	12,245.07	102	71,976	86,038.87	120	143,990	57,951.13
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	960,770	1,059,675.27	110	5,764,620	5,667,169.85	98	11,529,432	5,862,262.15
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	80.00-		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,166	1,996.26	92	12,996	10,717.06	83	26,000	15,282.94
351	**	JUDGMENTS AND FINES	2,166	1,916.26	89	12,996	10,717.06	83	26,000	15,282.94
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	1,916.26	89	12,996	10,717.06	83	26,000	15,282.94
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	4,166	9,044.12	217	24,996	44,294.77	177	50,000	5,705.23
20	00	DIVIDENDS	0	49.68		0	3,351.90		0	3,351.90-
38	00	NET INC/DEC-FMV INVESTMNT	0	1,758,707.26-		0	7,373,944.62-		0	7,373,944.62
40	00	GAIN/LOSS SALE INVEST	0	20.84-		0	118.36-		0	118.36
40	02	UNREALIZED GAIN/LOSS	0	7,101.46		0	30,391.06		0	30,391.06-
40	*	GAIN/LOSS SALE INVEST	0	7,080.62		0	30,272.70		0	30,272.70-
361	**	INTEREST & OTHER EARNINGS	4,166	1,742,532.84-	1828	24,996	7,296,025.25-	9189	50,000	7,346,025.25

+ Accounting Timing = 77,919.37

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,432	1,500.00	14	62,592	60,441.73	97	125,186	64,744.27
362 **	RENT AND ROYALTIES	10,432	1,500.00	14	62,592	60,441.73	97	125,186	64,744.27
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	6,849.55		0	6,849.55-
10 00	GAIN/LOSS	0	110.67		0	110.67		0	110.67-
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	110.67		0	6,960.22		0	6,960.22-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	347,231.00	2165	96,246	459,316.00	477	192,500	266,816.00-
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	16,041	347,231.00	2165	96,246	459,316.00	477	192,500	266,816.00-
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	.00		77,064	.00		154,135	154,135.00
22 00	FIRE STATE CONTRIBUTION	10,895	.00		65,370	.00		130,749	130,749.00
368 **	PENSION CONTRIBUTIONS	23,739	.00		142,434	.00		284,884	284,884.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	2,091.14	34	37,500	63,912.00	170	75,000	11,088.00
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	2,726.65	45	36,282	15,171.65	42	72,568	57,396.35
90 03	CODE ENF ABATE/DEMO REV	6,250	3,035.00	49	37,500	56,651.31	151	75,000	18,348.69

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 04	MISC. POLICE REVENUES	0	221.39		0	861.97		0	861.97-
90 05	INVESTIGATIVE COSTS REIM	4,775	7,606.66	159	28,650	28,647.22	100	57,300	28,652.78
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	.00		2,496	300.00	12	5,000	4,700.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	625	500.00	80	3,750	2,900.00	77	7,500	4,600.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,363	16,180.84	66	146,178	168,444.15	115	292,368	123,923.85
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	51,992.50		0	51,992.50-
369 **	OTHER MISC REVENUES	24,363	16,180.84	66	146,178	220,436.65	151	292,368	71,931.35
360 ***	MISCELLANEOUS REVENUES	78,741	1,377,510.33-	1749	472,446	6,548,870.65-	1386	944,938	7,493,808.65
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	.00		26,406	26,662.78	101	52,820	26,157.22
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	311	.00		933	.00		2,800	2,800.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,712	.00		27,339	26,662.78	98	55,620	28,957.22
381 **	INTERFUND TRANSFER	4,712	.00		27,339	26,662.78	98	55,620	28,957.22
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	590,999	590,999.00	100	3,545,994	3,545,994.00	100	7,091,990	3,545,996.00
40 01	6% CONTRIBUTION	107,675	107,676.00	100	646,050	646,056.00	100	1,292,109	646,053.00
40 *	CONTRIBUTIONS WATER REV.	698,674	698,675.00	100	4,192,044	4,192,050.00	100	8,384,099	4,192,049.00
382 **	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	4,192,044	4,192,050.00	100	8,384,099	4,192,049.00
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

825,073.97

119,864

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385 **	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	16,292	.00		97,752	.00		195,509	195,509.00
90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
90 *	NON OPERATING SOURCES	16,292	.00		97,752	.00		195,509	195,509.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	774,435	.00		4,457,464	.00		9,104,069	9,104,069.00
99 *	BALANCE FORWARD	774,435	.00		4,457,464	.00		9,104,069	9,104,069.00
389 **	NON OPERATING SOURCES	790,727	.00		4,555,216	.00		9,299,578	9,299,578.00
380 ***	OTHER SOURCES(NON-REV)	1,494,113	698,675.00	47	8,774,599	4,218,712.78	48	17,739,297	13,520,584.22
FUND TOTAL	GENERAL FUND	3,693,039	831,822.90	23	21,954,471	12,410,123.38	57	44,113,166	31,703,042.62

19,784,068
* "Accounting Timing"
24,329,098

REPORT SELECTIONS

Fiscal year . . . . . : 2019
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	ERROR	2628	2550.00	97	15768	14951.84	95	.00	31542	16590.16	47
11 **	ERROR	2628	2550.00	97	15768	14951.84	95	.00	31542	16590.16	47
12-00	REGULAR SALARIES & WAGES	1005820	828868.58	82	6041309	5168046.23	86	.00	12076353	6908306.77	43
12-06	SALARIES/CONTRACTUAL	1929	395.00	21	11574	24810.00	214	.00	23150	1660.00-	107
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	336	9001.46	2679	2016	140683.06	6978	.00	4039	136644.06-	3483
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1008085	838265.04	83	6054899	5333539.29	88	.00	12103542	6770002.71	44
13-00	OTHER SALARIES & WAGES	79086	60725.61	77	474516	387178.34	82	.00	949081	561902.66	41
13 **	OTHER SALARIES & WAGES	79086	60725.61	77	474516	387178.34	82	.00	949081	561902.66	41
14-00	OVERTIME	31836	25274.64	79	189416	152839.90	81	.00	380530	227690.10	40
14-01	COMP TIME	833	.00	0	4998	143.76	3	.00	10000	9856.24	1
14 **	OVERTIME	32669	25274.64	77	194414	152983.66	79	.00	390530	237546.34	39
15-00	SPECIAL PAY	29382	25879.69	88	176292	157132.78	89	.00	352589	195456.22	45
15 **	SPECIAL PAY	29382	25879.69	88	176292	157132.78	89	.00	352589	195456.22	45
20-00	STATE GOVT	1659	2626.01	158	9954	10426.32	105	.00	19935	9508.68	52
20 **	STATE GOVT	1659	2626.01	158	9954	10426.32	105	.00	19935	9508.68	52
21-00	FICA TAXES	84530	71035.66	84	506795	448599.31	89	.00	1014112	565512.69	44
21 **	FICA TAXES	84530	71035.66	84	506795	448599.31	89	.00	1014112	565512.69	44
22-00	RETIREMENT CONTRIBUTIONS	84854	52000.62	61	508704	585524.11	115	.00	1017915	432390.89	58
22-01	LICENSED POLICE/FIRE	196119	422902.84-	216-	1176714	1057787.23	90	.00	2353438	1295650.77	45
22-02	STATE CONTRIBUTIONS	21600	.00	0	155260	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	1033.28	90	6918	5103.42	74	.00	13837	8733.58	37

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	303726	369868.94-	122-	1847596	1648414.76	89	.00	3670074	2021659.24	45
23-00	LIFE/HEALTH INSURANCE	323846	250745.20	77	1943493	1463428.51	75	813.00	3886672	2422430.49	38
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	323846	250745.20	77	1943493	1463428.51	75	813.00	3886672	2422430.49	38
24-00	WORKER'S COMPENSATION	51195	38775.34	76	307160	251842.65	82	.00	614443	362600.35	41
24 **	WORKER'S COMPENSATION	51195	38775.34	76	307160	251842.65	82	.00	614443	362600.35	41
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	20180	18840.00	93	121080	107255.00	89	.00	242160	134905.00	44
27 **	CAFETERIA PLAN	20180	18840.00	93	121080	107255.00	89	.00	242160	134905.00	44
31-00	PROFESSIONAL SERVICES	50378	58690.17	117	253123	108252.54	43	112491.79	555442	334697.67	40
31-01	LEGAL EXPENSES	34660	38568.54	111	207960	208223.46	100	194454.99	415921	13242.55	97
31-02	MEDICAL SERVICES	3525	20516.01	582	21150	25628.86	121	12239.57	42310	4441.57	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	6750	13500.00	200	.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	13406.54	90	89772	77338.38	86	102211.62	179550	.00	100
31 **	PROFESSIONAL SERVICES	104650	131181.26	125	578755	432943.24	75	421397.97	1206723	352381.79	71
32-00	ACCOUNTING & AUDITING	3333	.00	0	19998	30000.00	150	10000.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	19998	30000.00	150	10000.00	40000	.00	100
34-00	CONTRACT SERVICES	92414	59254.51	64	515600	437801.54	85	457526.95	1070146	174817.51	84
34-01	created by mistake	0	.00	0	0	.00	0	.00	0	.00	0
34-02	FDEP-RESILIENCY4190120	7018	.00	0	35090	.00	0	77200.00	77200	.00	100
34-03	DEO-19-THREATASSESS-P0299	157222	158152.99	101	936666	792207.10	85	20000.00	1880000	1067792.90	43
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	8346	7788.00	93	43384	31152.00	72	62304.00	93456	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	265000	225195.50	85	1530740	1261160.64	82	617030.95	3120802	1242610.41	60
39-00	CONTINGENCY	25305	.00	0	219901	.00	0	.00	371723	371723.00	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	17788	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	29752	.00	0	237689	.00	0	.00	371723	371723.00	0
40-00	TRAVEL & PER DIEM	5235	1504.54	29	31410	9197.43	29	.00	62905	53707.57	15
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	1504.54	29	31410	9197.43	29	.00	62905	53707.57	15
41-00	COMMUNICATION	17725	10648.14	60	105549	77320.42	73	93825.19	211942	40796.39	81
41 **	COMMUNICATION	17725	10648.14	60	105549	77320.42	73	93825.19	211942	40796.39	81
42-00	POSTAGE & FREIGHT	36036	31998.56	89	216216	159039.36	74	237671.67	432538	35826.97	92
42 **	POSTAGE & FREIGHT	36036	31998.56	89	216216	159039.36	74	237671.67	432538	35826.97	92
43-00	ELECTRIC/WATER/SEWER	58553	50680.29	87	351318	261837.94	75	386917.77	702666	53910.29	92
43 **	ELECTRIC/WATER/SEWER	58553	50680.29	87	351318	261837.94	75	386917.77	702666	53910.29	92
44-00	RENTALS AND LEASES	13411	5070.32	38	79236	86179.93	109	25860.05	159745	47705.02	70
44 **	RENTALS AND LEASES	13411	5070.32	38	79236	86179.93	109	25860.05	159745	47705.02	70
45-00	INSURANCE	35993	9.00	0	215958	208716.13	97	.00	431976	223259.87	48
45 **	INSURANCE	35993	9.00	0	215958	208716.13	97	.00	431976	223259.87	48
46-00	REPAIRS & MAINTENANCE	95611	70521.49	74	574576	572455.60	100	463282.13	1148286	112548.27	90
46-02	REPAIR/MAINT BUILDING	23657	73116.90	309	139986	122276.62	87	40368.54	281926	119280.84	58
46-03	REPAIR/MAINT-VEHICLES	19329	16450.52	85	115974	83947.94	72	130.23	232015	147936.83	36

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-05	HYDRANT FEES	16894	17459.28	103	101364	104755.68	103	.00	202734	97978.32	52
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	155491	177548.19	114	931900	883435.84	95	503780.90	1864961	477744.26	74
47-00	PRINTING & BINDING	12018	9949.15	83	73175	51196.26	70	74631.85	145347	19518.89	87
47 **	PRINTING & BINDING	12018	9949.15	83	73175	51196.26	70	74631.85	145347	19518.89	87
48-00	PROMOTIONAL ACTIVITIES	2738	1102.11	40	18213	15742.11	86	323.75	34670	18604.14	46
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	4998	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3571	1102.11	31	23211	15742.11	68	323.75	44670	28604.14	36
49-00	OTHER CHARGES & OBLIG.	37925	46128.78	122	131296	196544.03	150	95351.58	358910	67014.39	81
49-02	ADVERTISING	68	.00	0	408	.00	0	.00	825	825.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	7500	395.48	5	.00	15000	14604.52	3
49-07	BAD DEBT EXPENSE	12499	5281.66-	42-	74994	33038.27-	44-	.00	150000	183038.27	22-
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	1666	10000.00	600	9996	10000.00	100	.00	20000	10000.00	50
49 **	OTHER CHARGES & OBLIG.	53408	50847.12	95	224194	173901.24	78	95351.58	544735	275482.18	49
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	82111	14495.17	18	473065	510238.30	108	119004.62	965867	336624.08	65
52-02	UNIFORMS	1727	1152.28	67	10362	17386.07	168	93.93	20730	3250.00	84
52-05	EMS 1st RESP-CONSUM SUPP	3540	1561.07	44	21240	13504.36	64	13484.33	42481	15492.31	64
52-07	JANITORIAL SUPPLIES	2513	1649.73	66	15078	10645.43	71	1275.00	30186	18265.57	40

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-10	HEATING FUEL	205	205.91	100	1230	1318.66	107	961.34	2460	180.00	93
52-11	JAG GRANT	2764	.00	0	8292	.00	0	.00	24879	24879.00	0
52-30	FUEL, OIL, & LUBRICANTS	21621	13598.86	63	129726	81379.47	63	.00	259511	178131.53	31
52-33	EMPLOYEE HEALTH CENTER	7600	5238.13	69	45600	27846.38	61	63353.62	91200	.00	100
52 **	OPERATING SUPPLIES	122081	37901.15	31	704593	662318.67	94	198172.84	1437314	576822.49	60
53-00	ROAD MATERIALS/SUPPLIES	1250	189.40	15	7500	4609.54	62	2507.76	15000	7882.70	47
53 **	ROAD MATERIALS/SUPPLIES	1250	189.40	15	7500	4609.54	62	2507.76	15000	7882.70	47
54-00	MEMBERSHIP/PUBLICATIONS	5436	.00	0	32616	44485.21	136	.00	65343	20857.79	68
54 **	MEMBERSHIP/PUBLICATIONS	5436	.00	0	32616	44485.21	136	.00	65343	20857.79	68
55-00	TRAINING	9211	1636.06	18	55266	36540.30	66	1555.00-	110640	75654.70	32
55-01	EDA PROGRAM	833	.00	0	4998	504.77	10	.00	10000	9495.23	5
55 **	TRAINING	10044	1636.06	16	60264	37045.07	62	1555.00-	120640	85149.93	29
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	25.30	0	.00	0	25.30-	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	25.30	0	.00	0	25.30-	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
63-00	INFRASTRUCTURE	80025	94143.31	118	442557	614912.48	139	13010.50	922700	294777.02	68
63 **	INFRASTRUCTURE	80025	94143.31	118	442557	614912.48	139	13010.50	922700	294777.02	68
64-00	MACHINERY AND EQUIPMENT	56389	9050.00	16	351150	314481.96	90	242359.25	689531	132689.79	81
64-01	JAG GRANT	691-	.00	0	4146	.00	0	.00	0	.00	0
64-15	IT HARDWARE	7256	8692.15	120	51553	57109.44	111	.00	95134	38024.56	60
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	62954	17742.15	28	406849	371591.40	91	242359.25	784665	170714.35	78
68-10	SFTWR & OTHER INTANGIBLES	1024	.00	0	11163	15000.00	134	.00	17320	2320.00	87
68 **	INTANGIBLE ASSETS	1024	.00	0	11163	15000.00	134	.00	17320	2320.00	87
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	500490	1000986.00	200	.00	1000984	2.00-	100
81 **	AIDS TO GOVT AGENCY	83415	.00	0	500490	1000986.00	200	.00	1000984	2.00-	100
82-01	ECON DEV INCENTIVE CONTR	857	.00	0	857	6000.00	700	.00	6000	.00	100
82 **	AID PRIVATE ORGANIZATION	857	.00	0	857	6000.00	700	.00	6000	.00	100
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	15115	.00	0	54975	.00	0	.00	145673	145673.00	0
83 **	OTHER GRANTS AND AIDS	15115	.00	0	54975	.00	0	.00	145673	145673.00	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

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
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	19405	.00	0	116430	.00	0	.00	232864	232864.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	1762500	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	859620	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	750000	.00	0	.00	1500000	1500000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	581425	.00	0	3488550	.00	0	.00	6977114	6977114.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3695204	1812194.50	49	21984226	16383396.67	75	2922100.03	44113166	24807669.30	44
GRAND	TOTAL *********										
		3695204	1812194.50	49	21984226	16383396.67	75	2922100.03	44113166	24807669.30	44

FY 2019 Budget by Classification Report - Summary Listing

3/31/2019

Target for March 2019 is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 1,088,875	$ 987,114	52%
CHARGES FOR SERVICES	$ 57,603,822		$ 30,467,304	$ 27,136,518	53%
MISCELLANEOUS	$ 225,039		$ 463,709	$ (238,670)	206%
OTHER SOURCES (NON-REVENUE)	$ 8,402,676		$ 730,488	$ 7,672,188	9%
REVENUE TOTALS	**$ 68,307,526**	-	**$ 32,750,376**	**$ 35,557,150**	**48%**
EXPENSE					
SALARIES AND BENEFITS	$ 14,971,332	$ -	$ 6,438,119	$ 8,533,213	43%
OPERATING EXPENDITURES	$ 25,621,718	$ 7,737,240	$ 9,002,224	$ 8,882,254	65%
CAPITAL OUTLAY	$ 8,134,648	$ 5,310,287	$ 518,033	$ 2,306,328	72%
GRANTS, AIDS AND OTHER	$ 19,579,828	$ -	$ 13,695,179	$ 5,884,649	70%
EXPENSE TOTALS	**$ 68,307,526**	**$ 13,047,527**	**$ 29,653,555**	**$ 25,606,444**	63%
REVENUE TOTALS	**$ 68,307,526**	**$ -**	**$ 32,750,376**	**$ 35,557,150**	**48%**
EXPENSE TOTALS	**$ 68,307,526**	**$ 13,047,527**	**$ 29,653,555**	**$ 25,606,444**	**63%**
	$ -	**$ (13,047,527)**	**$ 3,096,821**	**$ 9,950,706**	

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
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	69,650.00	87	479,460	759,400.00	158	958,928	199,528.00
03 11	WATER - COMMERCIAL	83,172	33,625.00	40	499,032	232,600.00	47	998,067	765,467.00
03 20	SEWER - RESIDENTIAL	892	21,250.00	2382	5,352	93,750.00	1752	10,710	83,040.00-
03 21	SEWER - COMMERCIAL	9,023	.00		54,138	3,125.00	6	108,284	105,159.00
03 *	IMPACT FEES	172,997	124,525.00	72	1,037,982	1,088,875.00	105	2,075,989	987,114.00
324 **	IMPACT FEES	172,997	124,525.00	72	1,037,982	1,088,875.00	105	2,075,989	987,114.00
320 ***	OTHER PERMITS & FEES	172,997	124,525.00	72	1,037,982	1,088,875.00	105	2,075,989	987,114.00
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	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
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	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,068,519.29	100	24,366,480	25,434,104.70	104	48,732,963	23,298,858.30
33 00	WATER CONNECTION FEE	20,000	48,510.00	243	120,000	297,801.97	248	240,000	57,801.97-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	48,510.00	243	120,000	297,801.97	248	240,000	57,801.97-
36 00	WATER HYDRANT FEES	226,051	275,936.49	122	1,356,306	1,647,722.44	122	2,712,623	1,064,900.56
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	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%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	500.00	376	798	3,600.00	451	1,600	2,000.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,998.01	132	72,498	94,760.98	131	145,000	50,239.02
39 08	JUMPER METERS	58	125.00	216	348	500.00	144	700	200.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,500.00	150	6,000	20,600.00	343	12,000	8,600.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	246	282.52	115	500	217.48
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	18,178.43	137	79,890	119,743.50	150	159,800	40,056.50
51 00	SEWER SALES	449,347	444,695.85	99	2,696,082	2,771,168.57	103	5,392,166	2,620,997.43
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	444,695.85	99	2,696,082	2,771,168.57	103	5,392,166	2,620,997.43
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	770.34	149	3,096	4,325.13	140	6,200	1,874.87
60 00	REUSE WATER	29,422	27,313.61	93	176,532	173,173.39	98	353,070	179,896.61
60 01	REUSE WATER INSTALLATION	583	1,127.38	193	3,498	19,264.10	551	7,000	12,264.10-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	28,440.99	95	180,030	192,437.49	107	360,070	167,632.51
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	4,885,051.39	102	28,801,884	30,467,303.80	106	57,603,822	27,136,518.20
340 ***	CHARGES FOR SERVICES	4,800,314	4,885,051.39	102	28,801,884	30,467,303.80	106	57,603,822	27,136,518.20
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	13,228	5,195.19	39	79,368	40,566.17	51	158,739	118,172.83
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	5,195.19	39	79,368	40,566.40	51	158,739	118,172.60
20 00	DIVIDENDS	0	194.75		0	857.16		0	857.16-
38 00	NET INC/DEC-FMV INVESTMNT	0	6,896,162.45-		0	16,335,171.31-		0	16,335,171.31
40 00	GAIN/LOSS SALE INVEST	0	81.71-		0	189.60-		0	189.60
40 02	UNREALIZED GAIN/LOSS	0	27,836.20		0	54,618.17		0	54,618.17-
40 *	GAIN/LOSS SALE INVEST	0	27,754.49		0	54,428.57		0	54,428.57-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
361	**	INTEREST & OTHER EARNINGS	13,228	6,863,018.02-	1883	79,368	16,239,319.18-	461	158,739	16,398,058.18
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		648	1,300.00	201	1,300	.00
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	1,250	.00		7,500	25,849.35	345	15,000	10,849.35-
	10 00	GAIN/LOSS	0	12,978.56		0	12,978.56		0	12,978.56-
364	**	DISPOSITION FIXED ASSETS	1,250	12,978.56	1038	7,500	38,827.91	518	15,000	23,827.91-
365		SALES OF SURPLUS SCRAP								
	00 00	SALES OF SURPLUS SCRAP	833	611.40	73	4,998	4,601.20	92	10,000	5,398.80
365	**	SALES OF SURPLUS SCRAP	833	611.40	73	4,998	4,601.20	92	10,000	5,398.80
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	2,593.23	78	19,998	312,832.48	1564	40,000	272,832.48-
	90 06	SETTLEMENTS	0	.00		0	.00		0	.00
	90 *	OTHER MISC REVENUES	3,333	2,593.23	78	19,998	312,832.48	1564	40,000	272,832.48-
	96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	10,295.50		0	10,295.50-
369	**	OTHER MISC REVENUES	3,333	2,593.23	78	19,998	323,127.98	1616	40,000	283,127.98-
360	***	MISCELLANEOUS REVENUES	18,752	6,846,834.83-	6513	112,512	15,871,462.09-	4107	225,039	16,096,501.09
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
	91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
	91 10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
	91 23	STORMWATER (423)	0	.00		0	.00		0	.00
	91 25	RESTRICTED ASSETS (425)	0	398.93		0	350,456.27		0	350,456.27-
	91 26	WS CPTL PROJ 2018B (426)	318,988	.00		956,964	.00		2,870,896	2,870,896.00
	91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
	91 *	TRANSFER FROM	318,988	398.93		956,964	350,456.27	37	2,870,896	2,520,439.73

+16,335,171.31 463,709.27

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
381 **	INTERFUND TRANSFER	318,988	398.93		956,964	350,456.27	37	2,870,896	2,520,439.73
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	8,700.00		0	96,425.00		0	96,425.00-
82 00	CONTRIBUTION S MAINLAND	0	200.00		0	55,600.52		0	55,600.52-
83 00	CONTRIBUTION VIERA	0	20,139.14		0	228,006.61		0	228,006.61-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	20,139.14		0	228,006.61		0	228,006.61-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	284,263	.00		3,826,184	.00		5,531,780	5,531,780.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	284,263	.00		3,826,184	.00		5,531,780	5,531,780.00
389 **	NON OPERATING SOURCES	284,263	29,039.14	10	3,826,184	380,032.13	10	5,531,780	5,151,747.87
380 ***	OTHER SOURCES(NON-REV)	603,251	29,438.07	5	4,783,148	730,488.40	15	8,402,676	7,672,187.60
FUND TOTAL	WATER/SEWER ENTERPRISE	5,595,314	1,807,820.37-	32	34,735,526	16,415,205.11	47	68,307,526	51,892,320.89

16,335,171.31
32,750,376.42
35,557,150

REPORT SELECTIONS

Fiscal year . . . . . : 2019
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	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	730972	575075.54	79	4385832	3702311.91	84	.00	8771707	5069395.09	42
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	499.75	0	0	11180.54	0	.00	0	11180.54-	0
12 **	REGULAR SALARIES & WAGES	730972	575575.29	79	4385832	3713492.45	85	.00	8771707	5058214.55	42
13-00	OTHER SALARIES & WAGES	46050	40755.46	89	276300	222465.10	81	.00	552632	330166.90	40
13 **	OTHER SALARIES & WAGES	46050	40755.46	89	276300	222465.10	81	.00	552632	330166.90	40
14-00	OVERTIME	40229	32120.72	80	241374	260797.02	108	.00	482784	221986.98	54
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	32120.72	80	241374	260797.02	108	.00	482784	221986.98	54
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	1424	190.77-	13-	8384	18034.23	215	.00	16950	1084.23-	106
20 **	CLOTHING/SHOE ALLOWANCE	1424	190.77-	13-	8384	18034.23	215	.00	16950	1084.23-	106
21-00	FICA TAXES	60337	47503.08	79	362022	309741.59	86	.00	724098	414356.41	43
21 **	FICA TAXES	60337	47503.08	79	362022	309741.59	86	.00	724098	414356.41	43
22-00	RETIREMENT CONTRIBUTIONS	78992	58735.25	74	473952	646466.44	136	.00	947929	301462.56	68
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	78992	58735.25	74	473952	646466.44	136	.00	947929	301462.56	68
23-00	LIFE/HEALTH INSURANCE	215001	162557.74	76	1290006	924928.13	72	.00	2580051	1655122.87	36
23-02	LIFE/HEALTH RETIREES	19783	15654.58	79	118698	70025.25	59	.00	237406	167380.75	30
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	234784	178212.32	76	1408704	994953.38	71	.00	2817457	1822503.62	35
24-00	WORKER'S COMPENSATION	41496	30504.09	74	248976	207293.88	83	.00	497975	290681.12	42

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41496	30504.09	74	248976	207293.88	83	.00	497975	290681.12	42
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	3025.00	121	.00	5000	1975.00	61
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2496	3025.00	121	.00	5000	1975.00	61
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	12900	10700.00	83	77400	61850.00	80	.00	154800	92950.00	40
27 **	CAFETERIA PLAN	12900	10700.00	83	77400	61850.00	80	.00	154800	92950.00	40
31-00	PROFESSIONAL SERVICES	38994	5819.50	15	227737	50661.71	22	132732.54	461724	278329.75	40
31-01	LEGAL EXPENSES	6666	2534.50	38	39996	4310.50	11	20689.50	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	45125	.00	0	240621	113242.12	47	353369.38	511389	44777.50	91
31-33	EMPLOYEE HEALTH CENTER	10762	9643.32	90	64572	55629.46	86	73520.54	129150	.00	100
31 **	PROFESSIONAL SERVICES	101547	17997.32	18	572926	223843.79	39	580311.96	1182263	378107.25	68
32-00	ACCOUNTING & AUDITING	3333	.00	0	19998	30000.00	150	10000.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	.00	0	19998	30000.00	150	10000.00	40000	.00	100
34-00	CONTRACT SERVICES	113433	6891.69	6	679632	79846.00	12	147703.45	1360275	1132725.55	17
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	2850840	2850846.00	100	.00	5701690	2850844.00	50
34 **	CONTRACT SERVICES	588573	482032.69	82	3530472	2930692.00	83	147703.45	7061965	3983569.55	44
39-00	CONTINGENCY	101384	.00	0	665873	.00	0	.00	1274194	1274194.00	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	101384	.00	0	665873	.00	0	.00	1274194	1274194.00	0
40-00	TRAVEL AND PER DIEM	2583	.00	0	15498	1302.40	8	.00	31041	29738.60	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2583	.00	0	15498	1302.40	8	.00	31041	29738.60	4
41-00	COMMUNICATION	9979	10345.29	104	59874	54377.25	91	61404.69	119773	3991.06	97
41 **	COMMUNICATION	9979	10345.29	104	59874	54377.25	91	61404.69	119773	3991.06	97
42-00	FREIGHT & POSTAGE SERVICE	3192	1553.60	49	18962	12342.85	65	11913.73	38149	13892.42	64
42 **	FREIGHT & POSTAGE SERVICE	3192	1553.60	49	18962	12342.85	65	11913.73	38149	13892.42	64
43-00	ELECTRIC/WATER/SEWER	188983	132063.31	70	1133898	690355.36	61	1543042.72	2267816	34417.92	99
43 **	ELECTRIC/WATER/SEWER	188983	132063.31	70	1133898	690355.36	61	1543042.72	2267816	34417.92	99
44-00	RENTAL AND LEASES	2744	400.00	15	16464	6311.00	38	2400.00	32950	24239.00	26
44 **	RENTAL AND LEASES	2744	400.00	15	16464	6311.00	38	2400.00	32950	24239.00	26
45-00	INSURANCE	35632	213.00	1	213792	215874.52	101	.00	427618	211743.48	51
45 **	INSURANCE	35632	213.00	1	213792	215874.52	101	.00	427618	211743.48	51
46-00	REPAIRS & MAINTENANCE	593768	487160.79	82	3493108	2750865.25	79	2678972.74	7055754	1625916.01	77
46-02	REPAIR/MAINT BUILDING	35518	1127.86	3	213108	40514.90	19	1300.00	426233	384418.10	10
46-03	REPAIR/MAINT-VEHICLES	15803	9987.53	63	94818	77051.73	81	2895.00	189681	109734.27	42
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	645089	498276.18	77	3801034	2868431.88	76	2683167.74	7671668	2120068.38	72
47-00	PRINTING & BINDING	605	95.50	16	3616	428.00	12	3073.08	7280	3778.92	48
47 **	PRINTING & BINDING	605	95.50	16	3616	428.00	12	3073.08	7280	3778.92	48
48-00	PROMOTIONAL ACTIVITIES	1666	200.00	12	9996	2700.00	27	.00	20000	17300.00	14
48 **	PROMOTIONAL ACTIVITIES	1666	200.00	12	9996	2700.00	27	.00	20000	17300.00	14
49-00	OTHER CHARGES & OBLIG.	3309	416.99	13	19854	9897.12	50	2250.00	39755	27607.88	31
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	5571.98-	38-	87498	37836.18-	43-	.00	175000	212836.18	22-
49-08	CASH OVER & UNDER	25	11.97	48	150	138.86	93	.00	300	161.14	46
49-09	DOCUMENT RECORDING CHGS	250	1478.00	591	1500	174.60-	12-	765.00-	3000	3939.60	31-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	18167	3665.02-	20-	109002	27974.80-	26-	1485.00	218055	244544.80	12-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	62396	30635.08	49	358118	430742.27	120	95592.60	732511	206176.13	72
52-07	JANITORIAL SUPPLIES	852	307.57	36	5112	2658.71	52	.00	10240	7581.29	26
52-09	CHEMICALS	323863	263879.38	82	1943178	1352768.88	70	2454059.20	3886360	79531.92	98
52-30	FUEL OIL & LUBRICANTS	26611	15549.61	58	159666	115854.14	73	54022.00	319370	149493.86	53
52-33	EMPLOYEE HEALTH CENTER	5466	3767.78	69	32796	19990.49	61	45609.51	65600	.00	100
52 **	OPERATING SUPPLIES	419188	314139.42	75	2498870	1922014.49	77	2649283.31	5014081	442783.20	91
53-00	ROAD MATERIALS/SUPPLIES	3748	3202.65	85	22488	3202.65	14	35000.00	45000	6797.35	85
53 **	ROAD MATERIALS/SUPPLIES	3748	3202.65	85	22488	3202.65	14	35000.00	45000	6797.35	85
54-00	MEMBERSHIP/PUBLICATIONS	3083	465.45	15	18498	31516.45	170	.00	37026	5509.55	85
54 **	MEMBERSHIP/PUBLICATIONS	3083	465.45	15	18498	31516.45	170	.00	37026	5509.55	85
55-00	TRAINING	10502	3300.00	31	62282	36806.26	59	8454.00	125339	80078.74	36
55-01	EDA PROGRAM	625	.00	0	3750	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11127	3300.00	30	66032	36806.26	56	8454.00	132839	87578.74	34
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	32496	.00	0	.00	65000	65000.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	5416	.00	0	32496	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	475681	714784.31	150	4074173	306462.13	8	4670673.38	6928285	1951149.49	72
63 **	INFRASTRUCTURE	475681	714784.31	150	4074173	306462.13	8	4670673.38	6928285	1951149.49	72
64-00	MACHINERY & EQUIPMENT	70564	3804.34-	5-	427310	207539.99	49	455614.75	850728	187573.26	78
64-15	IT HARDWARE	328-	.00	0	7455	.00	0	.00	5517	5517.00	0
64 **	MACHINERY & EQUIPMENT	70236	3804.34-	5-	434765	207539.99	48	455614.75	856245	193090.26	77
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	24026	.00	0	140963	4030.94	3	183996.15	285118	97090.91	66
68 **	INTANGIBLE ASSETS	24026	.00	0	140963	4030.94	3	183996.15	285118	97090.91	66
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	463083.25	0	.00	0	463083.25-	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	463083.25	0	.00	0	463083.25-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	498	.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	498	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	3545994	3545994.00	100	.00	7091990	3545996.00	50
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	932894	1923315.41	206	5597364	9040046.01	162	.00	11194729	2154682.99	81
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	1523893	2514314.41	165	9143358	12586040.01	138	.00	18286719	5700678.99	69
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	646050	646056.00	100	.00	1292109	646053.00	50
95 **	NONOPERATING	107675	107676.00	100	646050	646056.00	100	.00	1292109	646053.00	50
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5595233	5767505.21	103	34735036	29653555.51	85	13047523.96	68307526	25606446.53	63
GRAND	TOTAL *********										
		5595233	5767505.21	103	34735036	29653555.51	85	13047523.96	68307526	25606446.53	63

FY 2019 Budget by Classification Report - Summary Listing

3/31/2019

Target for March 2019 is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 862,699	$ 617,011	58%
MISCELLANEOUS	$ 23,856		$ 1,735	$ 22,121	7%
OTHER SOURCES (NON-REVENUE)	$ 323,784		$ -	$ 323,784	0%
REVENUE TOTALS	**$ 1,827,350**	**-**	**$ 864,434**	**$ 962,916**	**47%**
EXPENSE					
SALARIES AND BENEFITS	$ 707,460	$ -	$ 310,621	$ 396,839	44%
OPERATING EXPENDITURES	$ 492,929	$ 168,396	$ 121,898	$ 202,635	59%
CAPITAL OUTLAY	$ 626,961	$ 6,961	$ -	$ 620,000	1%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,827,350**	**$ 175,357**	**$ 432,519**	**$ 1,219,474**	**33%**
REVENUE TOTALS	**$ 1,827,350**	**$ -**	**$ 864,434**	**$ 962,916**	**47%**
EXPENSE TOTALS	**$ 1,827,350**	**$ 175,357**	**$ 432,519**	**$ 1,219,474**	**33%**
	$ -	**$ (175,357)**	**$ 431,915**	**$ (256,558)**	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		10,428	.00		20,856	20,856.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		10,428	.00		20,856	20,856.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		10,428	.00		20,856	20,856.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	137,453.20	112	739,854	862,699.23	117	1,479,710	617,010.77
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	137,453.20	112	739,854	862,699.23	117	1,479,710	617,010.77
343 **	PHYSICAL ENVIRONMENT	123,309	137,453.20	112	739,854	862,699.23	117	1,479,710	617,010.77
340 ***	CHARGES FOR SERVICES	123,309	137,453.20	112	739,854	862,699.23	117	1,479,710	617,010.77
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	250	233.34	93	1,500	896.60	60	3,000	2,103.40
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	233.34	93	1,500	896.60	60	3,000	2,103.40
20 00	DIVIDENDS	0	.00		0	39.14		0	39.14-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	193,463.82-	* Accounting	0	193,463.82
40 00	GAIN/LOSS SALE INVEST	0	.00		0	3.36-	Timing	0	3.36
40 02	UNREALIZED GAIN/LOSS	0	.00		0	802.75		0	802.75-
40 *	GAIN/LOSS SALE INVEST	0	.00		0	799.39		0	799.39-
361 **	INTEREST & OTHER EARNINGS	250	233.34	93	1,500	191,728.69-	2782	3,000	194,728.69

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00 *		0	.00
360 ***	MISCELLANEOUS REVENUES	250	233.34	93	1,500	191,728.69- 2782		3,000 ✓	194,728.69
						193,463.82 = 1,735.13			
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		116,430	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		116,430	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		116,430	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	10,433	.00		28,327	.00		90,920	90,920.00
99 *	BALANCE FORWARD	10,433	.00		28,327	.00		90,920	90,920.00
389 **	NON OPERATING SOURCES	10,433	.00		28,327	.00		90,920	90,920.00
380 ***	OTHER SOURCES(NON-REV)	29,838	.00		144,757	.00		323,784 ✓	323,784.00 ✓
FUND TOTAL	STORMWATER UTILITY	155,135	137,686.54	89	896,539	670,970.54	75	1,827,350	1,156,379.46

864,434.36

REPORT SELECTIONS

Fiscal year . . . . . : 2019
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	33154	32381.89	98	198924	181576.16	91	.00	397853	216276.84	46
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	33154	32381.89	98	198924	181576.16	91	.00	397853	216276.84	46
13-00	OTHER SALARIES & WAGES	3674	3354.21	91	22044	20963.78	95	.00	44089	23125.22	48
13 **	OTHER SALARIES & WAGES	3674	3354.21	91	22044	20963.78	95	.00	44089	23125.22	48
14-00	OVERTIME	416	56.43	14	2496	1982.57	79	.00	5000	3017.43	40
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	56.43	14	2496	1982.57	79	.00	5000	3017.43	40
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	120.00-	267-	270	240.00	89	.00	550	310.00	44
20 **	CLOTHING/SHOE ALLOWANCE	45	120.00-	267-	270	240.00	89	.00	550	310.00	44
21-00	FICA TAXES	2635	2568.77	98	15810	14966.25	95	.00	31629	16662.75	47
21 **	FICA TAXES	2635	2568.77	98	15810	14966.25	95	.00	31629	16662.75	47
22-00	RETIREMENT CONTRIBUTIONS	3483	3302.14	95	20898	19032.54	91	.00	41798	22765.46	46
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	3302.14	95	20898	19032.54	91	.00	41798	22765.46	46
23-00	LIFE/HEALTH INSURANCE	10071	9619.30	96	60426	43606.25	72	.00	120858	77251.75	36
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	10071	9619.30	96	60426	43606.25	72	.00	120858	77251.75	36
24-00	WORKER'S COMPENSATION	4833	3951.73	82	28998	24143.17	83	.00	58003	33859.83	42
24 **	WORKER'S COMPENSATION	4833	3951.73	82	28998	24143.17	83	.00	58003	33859.83	42

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	640	880.00	138	3840	4110.00	107	.00	7680	3570.00	54
27 **	CAFETERIA PLAN	640	880.00	138	3840	4110.00	107	.00	7680	3570.00	54
31-00	PROFESSIONAL SERVICES	20387	7598.00	37	89112	19852.00	22	136329.00	211441	55260.00	74
31-01	LEGAL EXPENSES	41	.00	0	246	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	470.40	90	3150	2713.66	86	3586.34	6300	.00	100
31 **	PROFESSIONAL SERVICES	20953	8068.40	39	92508	22565.66	24	139915.34	218241	55760.00	75
34-00	CONTRACT SERVICES	600	799.76	133	3600	799.76	22	4200.24	7200	2200.00	69
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	47166	47172.00	100	.00	94343	47171.00	50
34 **	CONTRACT SERVICES	8461	8661.76	102	50766	47971.76	95	4200.24	101543	49371.00	51
39-00	CONTINGENCY	555	.00	0	3330	.00	0	.00	6666	6666.00	0
39 **	CONTINGENCY	555	.00	0	3330	.00	0	.00	6666	6666.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	2400	691.64	29	.00	4800	4108.36	14
40 **	TRAVEL & PER DIEM	400	.00	0	2400	691.64	29	.00	4800	4108.36	14
41-00	COMMUNICATION	102	92.78	91	612	439.66	72	784.34	1224	.00	100
41 **	COMMUNICATION	102	92.78	91	612	439.66	72	784.34	1224	.00	100
42-00	POSTAGE & FREIGHT	62	.00	0	372	85.00	23	.00	750	665.00	11
42 **	POSTAGE & FREIGHT	62	.00	0	372	85.00	23	.00	750	665.00	11
43-00	ELECTRIC/WATER/SEWER	1416	909.79	64	8496	5069.68	60	12386.30	17000	455.98-	103
43 **	ELECTRIC/WATER/SEWER	1416	909.79	64	8496	5069.68	60	12386.30	17000	455.98-	103
44-00	RENTALS AND LEASES	416	.00	0	2496	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	2496	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	412	38.00	9	2472	4254.85	172	.00	4954	699.15	86
45 **	INSURANCE	412	38.00	9	2472	4254.85	172	.00	4954	699.15	86

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	3125	1170.31	37	18750	7428.96	40	1653.91	37500	28417.13	24
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	2333.78	77	17722	18705.30	106	.00	35873	17167.70	52
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6150	3504.09	57	36472	26134.26	72	1653.91	73373	45584.83	38
47-00	PRINTING & BINDING	83	.00	0	498	571.21	115	.00	1000	428.79	57
47 **	PRINTING & BINDING	83	.00	0	498	571.21	115	.00	1000	428.79	57
49-00	OTHER CHARGES & OBLIG.	208	516.67	248	1248	516.67	41	516.67-	2500	2500.00	0
49-07	BAD DEBT EXPENSE	833	173.32-	21-	4998	1681.63-	34-	.00	10000	11681.63	17-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	343.35	33	6246	1164.96-	19-	516.67-	12500	14181.63	14-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	1178	261.99	22	7068	4562.92	65	7738.44	14144	1842.64	87
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	1451.48	76	11466	8438.57	74	.00	22934	14495.43	37
52-33	EMPLOYEE HEALTH CENTER	266	183.82	69	1596	965.80	61	2234.20	3200	.00	100
52 **	OPERATING SUPPLIES	3355	1897.29	57	20130	13967.29	69	9972.64	40278	16338.07	59
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	91	.00	0	546	650.00	119	.00	1100	450.00	59
54 **	MEMBERSHIP/PUBLICATIONS	91	.00	0	546	650.00	119	.00	1100	450.00	59
55-00	TRAINING	375	199.00	53	2250	662.00	29	.00	4500	3838.00	15
55 **	TRAINING	375	199.00	53	2250	662.00	29	.00	4500	3838.00	15
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	52299	.00	0	313161	.00	0	6960.94	626961	620000.06	1
63 **	INFRASTRUCTURE	52299	.00	0	313161	.00	0	6960.94	626961	620000.06	1
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	155122	79708.93	51	896461	432518.77	48	175357.04	1827350	1219474.19	33
GRAND	TOTAL *********										
		155122	79708.93	51	896461	432518.77	48	175357.04	1827350	1219474.19	33

FY 2019 Budget by Classification Report - Summary Listing

3/31/2019

Target for March 2019 is 50%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 61,797	$ (61,797)	100%
OTHER SOURCES (NON-REVENUE)	$ 27,227,500		$ 41,472,377	$ (14,244,877)	152%
REVENUE TOTALS	**$ 27,227,500**	**-**	**$ 41,534,174**	**$ (14,306,674)**	**153%**
EXPENSE					
CAPITAL OUTLAY	$ 27,227,500	$ 1,235,283	$ 1,196,446	$ 24,795,771	9%
EXPENSE TOTALS	**$ 27,227,500**	**$ 1,235,283**	**$ 1,196,446**	**$ 24,795,771**	**9%**
REVENUE TOTALS	**$ 27,227,500**	**$ -**	**$ 41,534,174**	**$ (14,306,674)**	**153%**
EXPENSE TOTALS	**$ 27,227,500**	**$ 1,235,283**	**$ 1,196,446**	**$ 24,795,771**	**9%**
	$ -	$ (1,235,283)	$ 40,337,728	$ (39,102,445)	

CITY OF COCOA, FLORIDA

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	2,584.82		0	61,797.05		0	61,797.05-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	2,584.82		0	61,797.05		0	61,797.05-
360 ***	MISCELLANEOUS REVENUES	0	2,584.82		0	61,797.05		0	61,797.05-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,475,228	.00		12,376,140	.00		27,227,500	27,227,500.00
99 *	BALANCE FORWARD	2,475,228	.00		12,376,140	.00		27,227,500	27,227,500.00
389 **	NON OPERATING SOURCES	2,475,228	.00		12,376,140	.00		27,227,500	27,227,500.00
380 ***	OTHER SOURCES(NON-REV)	2,475,228	.00		12,376,140	41,472,377.00	335	27,227,500	14,244,877.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,475,228	2,584.82		12,376,140	41,534,174.05	336	27,227,500	14,306,674.05-

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2156239	246689.52	11	11419173	1196445.58	11	1235283.28	24356604	21924875.14	10
63 **	INFRASTRUCTURE	2156239	246689.52	11	11419173	1196445.58	11	1235283.28	24356604	21924875.14	10
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	318988	.00	0	956964	.00	0	.00	2870896	2870896.00	0
91 **	INTERFUND TRANSFER	318988	.00	0	956964	.00	0	.00	2870896	2870896.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2475227	246689.52	10	12376137	1196445.58	10	1235283.28	27227500	24795771.14	9
GRAND	TOTAL *********										
		2475227	246689.52	10	12376137	1196445.58	10	1235283.28	27227500	24795771.14	9