City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, April 25, 2017

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 17-165 Approve the Agenda for the Regular meeting of April 25, 2017, as presented or with amendments.

Attachments: 04-25-17.pdf

MINUTES:

II.2(a) 17-166 Approve the Minutes of the Regular meeting of March 28, 2017, as written or with amendments.

Attachments: 03-28-17 Minutes.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-168 Presentation by Mayor Parrish. (Mayor Parrish)

III.2 17-170 Recognition of Deputy Mayor Don Boisvert for his completion of the Elected Municipal Officials III: The Leadership Challenge. (Mayor Parrish)

Attachments: 04_06_17 Certificate of Completion IEMO III.pdf

04_06_17 Letters from FLC.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 17-153 Approve a Change Order for additional source removal/site closure activity costs for the property located at 6 Forrest Avenue in the amount of $10,760. (Community Services Director)

Attachments: Invoice for CO-PO 69126

TO 2017-29 CARDNO change order (4-3-2016) $10760- (2).pdf

V.2 17-159 Approve a Sewer Maintenance Agreement with East Florida Motor Sales Inc. to use the Gravity Sewer System under I-95;and To Authorize the City Manager to Execute the Agreement. (Utilities Director)

Attachments: Sewer Line Maintenance Agreement

V.3 17-160 Approve transfer of funds in the amount of $70,000 from the 001-3510-541.31-00 (Professional Services) account to the 001-3200-515.31-00 (Professional Services) account. (Community Services Director)

Attachments: Budget Resolution FY 2017 PW-CS Budget Transfer.docx

BAF-CS-Budget Transfer for Parking Study (4-25-17)~Agenda 17-160-FY17.pdf

V.4 17-164 Authorize the City Manager to Approve Change Order #1 to P.O. 69039 to Garganese, Weiss & D'Agresta in the amount of $20,000 for Special Legal Counsel for Water Supply /Taylor Creek Mediation, Project WS0919. (Utilities Director)

Attachments: Pre-Approved Confirmation Vendor List 09-02-16.pdf

V.5 17-167 Approve Amendment 4 to Task Order 23 with CDM Smith to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR) Project No. WS1222. (Utilities Director)

Attachments: TO-UT-CDM Smith 23.4 (3-29-17) $13250

Contingency Proposal

P.O. 69522

2nd Amendment to Purch Agmt

Project Contingency History

V.6 17-169 Approve a Budget Transfer in the Amount of $201,492 for the Purchase of Unbudgeted Capital, (4) Four, 2017 Ford F550 Crew Cab Utility Body Trucks from Beck Auto Sales, Utilizing the City of Tallahassee Vehicle Purchasing Contact #3921, Effective Dates January 25, 2017 through January 25, 2022. (Public Works Director)

Attachments:
- 4025 CREW TRUCK CIP LISTING.pdf
- beck3921.pdf
- Cocoa F550 Service 11 Liftgate.pdf
- WFO CREW TRUCKS .pdf
- Cocoa F550 Service 11 Liftgate Chassis Specs.pdf
- Budget Resolution FY 2017.docx
- BAF-UT-REPAIRS MAINTENANCE WFO Trucks (4-25-17)~ Agenda 17-169.pd

V.7 17-171 Authorize a Resolution and Budget Amendment to Purchase Order #68887 to Garganese, Weiss, and D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2017. (Administrative Services Director)

Attachments:
- 68887.pdf
- Budget Resolution FY 2017.docx
- BAF-AS-Legal Fees(4-25-17)~Agenda 17-171.pdf

VI. PUBLIC HEARINGS:

VI.1 17-172 Ordinance No. 08-2017/ 1st Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation, and transmit to the state planning agency and other reviewing agencies for review and comment pursuant to the Community Planning Act. (Community Services Director)

Attachments:
- Ordinance 08-2017.pdf
- Legal Description (Exhibit A).pdf
- LDR to MDR FLUM Map.pdf
- Published Display Ad FLUM.pdf

VI.2 17-173 Ordinance No. 09-2017/ 1st Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)

Attachments:
- Ordinance 09-2017.pdf
- Legal Description (Exhibit A).pdf
- RR-1 - RU-2-15.png

VII. COUNCIL BUSINESS:

VII.1 17-150 Council direction on amending the Current Special Events and Parade Fee Schedule to change the amount charged to Non-Profit Organizations to $40.00 per hour for public safety and facilities personnel. All other organizations, including governmental organizations, would be charged the current approved $50.00 per hour rate. (Chief of Police)

Attachments: Current_SPECIAL EVENT FEE SCHEDULE-10-28-10

Special Detail Permit Application

VIII. CITY BUSINESS:

VIII.1 17-136 Approval to increase the revenue in the Victims of Crime Act Grant, so that the additional $2,000.00 that has been awarded may be used as required for the Victims of Crime Act Grant Project Number PD14VO. (Chief of Police)

Attachments: VOCA Executed Contract FY1617.pdf

VOCA Financial overview.pdf

Budget Resolution 2017.docx

BAF-PD-VOCA Grant (4-25-17)~ Agenda 17-136.pdf

VIII.2 17-158 Approve Amendment to Agreement with Brevard Robotics, Inc.; To Approve Task Order 2017-19 with GUNNstruction, Inc. to Upsize Portion of Force Main along S.R. 524; Approve a Resolution Amending the FY2017 Budget; and Authorize the City Manager to Execute the Amendment. (Utilties Director)

Attachments: TO-UT-GUNNstruction, Inc. 2017-19 (4-10-17) $9,030

Quote from GUNNstruction, Inc.

Budget Resolution - File ID 17-158

BAF-UT-Brevard Robotics (4-25-17) ~File ID 17-158.pdf

Force Main Reimbursement Agreement

First Modification w Exhibit 1

VIII.3 17-179 Approve the use of recently acquired property at US #1 and Forrest Ave. as a Stormwater Treatment Facility. (Public Works Director)

Attachments: Forrest Property original design

Forrest Property revised design

MULTI-YEAR CONTRACTS:

VIII.4 17-130 Approval to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019; and Authorize the City Manager to sign associated contract addendums. (Administrative Services Director)

Indexes: benefits; medical

Attachments: Gehring Group, Inc Contract.pdf

First Modification

IX. INFORMATIONAL AGENDA:

IX.1 17-152 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 03/31/2017. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.16 thru 03.31.17.pdf

IX.2 17-155 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report March 2017.pdf

IX.3 17-156 FY 2017 Budget Adjustment Report. (Finance Director)

Attachments: March FY 2017 EXPENSE Budget Tracking Worksheet.pdf

March FY 2017 REVENUE Budget Tracking Worksheet.pdf

IX.4 17-157 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order Report 3-31-17.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	17-165	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/11/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 25, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-25-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2017
Agenda Date: April 25, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 25, 2017, 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 April 25, 2017, as presented or with amendments

powered by Legistar™

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: April 25, 2017	**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 April 25, 2017 (17-165)
2. Minutes: (a) Regular Meeting of March 28, 2017 (17-166)

III. AWARDS AND PRESENTATIONS:

1. Presentation by Mayor Parrish. (17-168). (Mayor Parrish)

2. Recognition of Deputy Mayor Don Boisvert for his completion of the Elected Municipal Officials III: The Leadership Challenge. (17-170). (Mayor Parrish)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

1. Approve a Change Order for additional source removal/site closure activity costs for the property located at 6 Forrest Avenue in the amount of $10,760. (17-153). (Community Services Director)

2. Approve a Sewer Maintenance Agreement with East Florida Motor Sales Inc. to use the Gravity Sewer System under I-95; and to Authorize the City Manager to Execute the Agreement. (17-159). (Utilities Director)

3. Approve a Budget Resolution to transfer $70,000 from the Public Works (Professional Services) 001-3510-541.31-00 account to the Community Services (Professional Services) 001-3200-515.31-00 account. (17-160). (Community Services Director)

4. Authorize the City Manager to Approve Change Order #1 to P.O. 69039 to Garganese, Weiss & D'Agresta in the amount of $20,000 for Special Legal Counsel for Water Supply /Taylor Creek Mediation, Project WS0919. (17-164). (Utilities Director)

5. Approve Amendment 4 to Task Order 23 with CDM Smith to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR) Project No. WS1222. (17-167). (Utilities Director)

6. Approve a Budget Transfer in the Amount of $201,492 for the Purchase of Unbudgeted Capital; (4) Four, 2017 Ford F550 Crew Cab Utility Body Trucks from Beck Auto Sales; Utilizing the City of Tallahassee Vehicle Purchasing Contact #3921; Effective Dates January 25, 2017 through January 25, 2022. (17-169). (Public Works Director)

7. Authorize a Resolution and Budget Amendment to Purchase Order #68887 to Garganese, Weiss, and D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2017. (17-171). (Administrative Services Director)

VI. PUBLIC HEARINGS:

1. Ordinance No. 08-2017/1st Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation, and transmit to the state planning agency and other reviewing agencies for review and comment pursuant to the Community Planning Act. (17-172). (Community Services Director)

2. Ordinance No. 09-2017/1st Reading: Amending the Zoning Designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (17-173). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Council direction on amending the Current Special Events and Parade Fee Schedule to change the amount charged to Non-Profit Organizations to $40.00 per hour for public safety and facilities personnel. All other organizations, including governmental organizations, would be charged the current approved $50.00 per hour rate. (17-150). (Chief of Police)

VIII. CITY BUSINESS:

1. Approval to increase the revenue in the Victims of Crime Act Grant, so that the additional $2,000.00 that has been awarded may be used as required for the Victims of Crime Act Grant Project Number PD14VO. (17-136). (Chief of Police)

2. Approve Amendment to Agreement with Brevard Robotics, Inc.; Approve Task Order 2017-19 with GUNNstruction, Inc. to Upsize Portion of Force Main along S.R. 524; Approve a Resolution Amending the FY2017 Budget; and Authorize the City Manager to Execute the Amendment. (17- 158). (Utilities Director)

3. Approve the use of recently acquired property at US #1 and Forrest Ave. as a Stormwater Treatment Facility. (17-179). (Public Works Director)

MULTI-YEAR CONTRACTS:

4. Approval to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019; and Authorize the City Manager to sign associated contract addendums. (17-130). (Administrative Services Director)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 03/31/2017. (17-152). (Finance Director)

2. Relation between the estimated and actual income and expenses to date. (17-155). (Finance Director)

3. FY 2017 Budget Adjustment Report. (17-156). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-157). (Finance Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	17-166	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	4/11/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of March 28, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-28-17 Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2017
Agenda Date: April 25, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of March 28, 2017, 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 of the Regular meeting of March 28, 2017, as written or with amendments.

powered by Legistar™

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

March 28, 2017

A Regular City Council meeting was held on Tuesday, March 28, 2017 in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:05 p.m.

Chief Prince provided the invocation and Deputy Mayor Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Brenda Warner	Councilwoman

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Katie Ennis, Deputy Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Nancy Bunt, Deputy Community Services Director: Robert Beach, Chief Technology Officer; Tre Folston, Helpdesk Support Tech; Jonathan Lamm, Deputy Fire Chief; and Anne Quesada, Accounting Manager.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of March 28, 2017 (17-122)
2. Minutes: (a) Regular Meeting of February 28, 2017 (17-123)

Mr. Belden noted there were two items on the agenda that they need to withdraw. The Agenda was amended to remove Public Hearing Items VI.1 & VI.2. These were File No.'s 17-124 & 17-125.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Agenda as amended for the Regular meeting of March 28, 2017 and the Minutes as written for the Regular meeting of February 28, 2017.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Robbie Stokes, 1566 University Lane #905, Cocoa, represented the organization "I Talk to Strangers Foundation". He provided a brief presentation about the program and advised that the program was founded in 2012. With continued efforts they hoped to make Brevard beautiful. He pointed out that the program targets underserved youth and teaches life skills. He provided his contact information for Council.

V. CONSENT AGENDA:

1. Approve and Execute Subordination Agreement of City Utility Interest and the Resolution with the Florida Department of Transportation (FDOT). (17-96). (Utilities Director)

2. Approve Task Order No. 2017-29 with Bussen-Mayer for Engineering Group, Inc. to Design and Permit the Michigan Avenue Force Main Extension from U.S.1 to Clearlake Road, Project No. WS17MI. (17-119). (Utilities Director)

3. Accept the City of Cocoa Brownfields Redevelopment Program - FY15 Brownfields Assessment Grant - Community Engagement Plan. (17-121). (Community Services Director)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve the Consent Agenda.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

~~1. Ordinance No. 06-2017/1st Reading: Amending the Future Land Use Map designation of one parcel (102.0 acres of the total 130.66-acre parcel) from "Low Density Residential" to "Neighborhood Commercial." (17-124). (Community Services Director)~~

- This item was withdrawn from the Agenda.

~~2. Ordinance No. 07-2017/1st Reading: Amending the Zoning Map designation of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) TO C-N (Neighborhood Commercial). (17-125). (Community Services Director)~~

- This item was withdrawn from the Agenda.

3. Ordinance No. 05-2017/1st Reading: Amending the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial). (17-126). (Community Services Director)

Attorney Garganese read Ordinance No. 05-2017 into the record, by title only as follows. He mentioned that this was the first reading of the ordinance and advised that this was a quasi-judicial item.

ORDINANCE NO. 05-2017

AN ORDINANCE OF THE CITY COUNCIL OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FIVE (5) PARCELS OF REAL PROPERTY TOTALING 11.54 ACRES, MORE OR LESS,

AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND NORTH AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-N (NEIGHBORHOOD COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY APPRAISER AS TAX ACCOUNT NUMBERS 2415964, 2415967, 2416207, 2441054, AND 2458336, AND NINE (9) PARCELS OF REAL ESTATE TOTALING 15.32 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-R (RESTRICTED COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER AS TAX ACCOUNT NUMBERS 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, AND 2415958; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

Councilwoman Blanco pointed out that in the legislative text it stated that the property was located in District 3 and it is actually in District 4. Mayor Parrish confirmed that information. City Manager Titkanich responded in the affirmative, noting the property was in District 4.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve Ordinance No. 05-2017 on first reading with corrections.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2017. (17-114). (Finance Director)

Ms. Butler presented the item and pointed out that this was the first time that this has changed since it was adopted five years ago.

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

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2016. (17-77). (Finance Director)

She introduced Debbie Goode with Carr, Riggs, and Ingram, and advised that she would be presenting the CAFR.

Ms. Goode thanked Ms. Butler along with the Finance Department for their cooperation and expertise during this time.

She highlighted pages within the CAFR, beginning with page 15 which was the Independent Auditors Report. This was a clean report on the City's financial statements.

Ms. Goode provided feedback on pages 67, 117, 118, 199, 201, 203, and 209. The pension plans were discussed in detail.

She advised that the audit went really well and it was not unusual to have comments. Additionally, the comment from the prior year that the City received was cleared. The comments provided this year would be looked at again next year to see if there was improvement. She noted that the City has a great team who were very conscious about what they do. She noted that if there were any questions or concerns to please reach out to her.

Mayor Parrish asked for assurance that they were on the right path with the fire pension. Ms. Goode assured him that they were. She noted that you typically want to stay within the 80-90% range, and you do not want to be 60% or less. That would be hard to recover from.

Councilman Whipple thanked her and thought the presentation was very professional. He thanked her for what she does for the City.

City Manager Titkanich thanked Ms. Goode and her staff for working with the Finance Department. He further thanked Ms. Butler, Ms. Quesada, and their

staff. The audit was a huge undertaking and no sooner that the budget is done they have to prep for the audit. They have all done an amazing job and he appreciated them all.

City Manager Titkanich discussed each pension fund in detail and thanked Council, IAFF, and PBA for the pension reform. Furthermore, he spoke about the future of the pension funds and spoke about upcoming capital projects.

Ms. Butler pointed out that every single financial transaction that the City does shows up in this document and she thanked the Finance team and Ms. Quesada who did a lot this year with the audit.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2016.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Consider the Appointment of Mr. James Goins as a Regular member of the Board of Adjustment through May, 2018. (17-129). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the appointment of Mr. James Goins as a Regular member of the Board of Adjustment through May, 2018.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mr. Goins thanked City Council for allowing him to be a part of the Board. He wanted to do what he could to be a part of the City and thanked them for letting this happen.

Council thanked him for his continued interest in the City.

VIII. CITY BUSINESS:

1. Approve a Budget Resolution adjusting the Fiscal Year 2017 budget and approval for a temporary increase in headcount for the City's 2nd Annual "Cocoa Works" Summer Youth Employment Program. (17-120). (Administrative Services Director)

Ms. Gemmati presented the item and stated that the application process would run through April 7, 2017. It can be extended if needed. Applications were available through the City of Cocoa website and in the HR Department. She further explained what the Summer Youth Employment Program offered to teens, and the training included during the process.

She advised that Jana Bauer, with Career Source goes above and beyond in working with the students. She was a great resource for the students.

* **MOTION by Councilwoman Blanco; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

2. Approve a multi-year lease agreement with Ricoh USA, Inc. for copiers under the terms and conditions of the USF Master Resale Agreement #USF-1972-40, and authorize the City Manager and City Attorney to finalize the terms of and sign the agreements. (17-118). (Assistant City Manager)

Assistant City Manager Fuhrer presented the item.

* **MOTION by Councilwoman Blanco; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. INFORMATIONAL AGENDA:

1. Purchase approvals over $35,000 and under $50,000 for the period of 10/01/2016 to 02/28/2017. (17-108). (Finance Director)

2. Relation between the estimated and actual income and expenses to date. (17-115). (Finance Director)

3. FY 2017 Budget Adjustment Report. (17-116). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-117). (Finance Director)

5. Review of the Employee Health Center utilization report provided by CareATC for February 2017. (17-128). (Administrative Services Director)

X. REPORTS:

Ed Lanni, 939 North Indian River Drive, Cocoa advised that he received a phone call from the head of security at the port. They mentioned that someone was looking for someone who might have known their father and he though Capt. Ed might have known him. Sure enough, he was Capt. Ed's Chief Engineer and all of his memorabilia will be on display at the Veteran's Administration in Merritt Island on the second floor. He suggested that everyone visit and take a look at the history.

Chief Cantaloupe stated that on Saturday, April 1st from 11-5 pm the Police Department and Central Brevard Sharing Center would be hosting a Backyard BBQ at Burton Smith Park. There would be great food and last year it was a great success. He invited everyone to the event.

Chief Prince advised that on March 18th, the Cocoa Fire Department (C Shift) and the American Red Cross installed over 200 smoke detectors in the Sunrise Village neighborhood. It was a great feeling to know that those families are now protected.

Mr. Belden provided an update on S.R. 524. He mentioned that there was land being cleared on the south side east of I-95 for the new Flying J Truck Center. Additionally, the Walmart Distribution Center's site plan should be going to the April 12th Planning & Zoning Board meeting for approval.

Additionally, the old Home Depot property has been sold and a retail development would be going in there. They are not sure what the retail will be as of yet. Construction to the south was also being done on Wawa and the master

stormwater pond. He anticipated that these would be operational by the end of the year.

Ms. Gemmati reiterated her earlier comments regarding applications for the Summer Youth Program, noting that applications were now available. She further advised that job postings were updated on the Cocoa website.

Assistant City Manager Fuhrer mentioned that he participated in the 2017 Tri Cocoa Village Event this past weekend. He pointed out that the Police Department did a good job and everyone was safe. It was a good event. He came in first in his age group.

City Manager Titkanich spoke of his attendance, along with Mayor Parrish and Councilwoman Blanco's attendance at the Florida League of Cities Legislative Actions Days in Tallahassee. They did a lot in the few days that they were there and they heard a lot of information about proposed legislation. They met with many local Legislators, Senators, and other representatives.

Discussion was held on proposed bills, such as the Wireless Communications Bill, Vacation Rentals, Public Records Bill, HB 17 (local regulation preemption), HB 13 (CRA's) and many more. He stressed that many bills relate to home rule.
.
He spoke about HB 13 in detail, regarding CRA's and advised that he wrote a guest column in the Florida Today newspaper that published the day that they were in Tallahassee.

City Manager Titkanich assured Council that they were keeping aware and watching a few other bills, and keeping in touch with Mr. Sansom. He and Councilwoman Blanco sat through two hours of committee meetings. He believed wholeheartedly that government closest to the people best represents the people.

He further brought up the bill which would increase the property homestead tax exemption to $75,000. This would take a good portion of the ad valorem tax base away from the City, but they would not know much more about this one until the future.

He thanked Mayor Parrish and Councilwoman Blanco for attending the session with him and showing a local face in person. He reassured Council that they were staying vigilant and following the updates regarding these bills..

Councilman Whipple thanked City Manager Titkanich for the job that he was doing in regards to following up with legislation. He hoped that Councilwoman Blanco enjoyed the experience and knows that she got a lot out of it.

He further thanked City Manager Titkanich for listening to Council's concerns about District 1. They were moving some of the projects up that have been lying dormant. Several properties within the district have been purchased. If it was not Habitat for Humanity it was other investors.

In closing, he advised that he would be attending upcoming ribbon cutting events downtown, on April 7th and April 8th. The one on April 8th is for Glenn's Tire Company's 65th anniversary.

He was very happy with what was going on and was very glad they moving forward in a positive way for their community.

Councilwoman Blanco thanked Council for allowing her to take the trip to Tallahassee. She believed it was a truly unique experience and advised that if anyone ever had the chance to go watch a session it was an eye opener.

Furthermore, what the City Manager said about home rule was the truth and stressed that the CRA's were in trouble. CRA's were needed for the betterment of the City. She urged citizens to contact their representatives and to let them know their feelings about these issues. She stressed that their voices should be heard.

Councilwoman Blanco spoke about her attendance at the Manufacturers Tour last Friday. They toured Amazon Metal Fabricators, Inc. and Mango Bottling, and was impressed with what the two businesses do. She also attended the Community Watch meeting in College Manor on Thursday night and stressed the need for citizen participation at those meetings.

City Manager Titkanich announced that the Constitutional Revisional Commission was holding a public hearing in this area, tomorrow night, Wednesday, March 29th from 5-8 p.m. It will be at the Fairwinds UCF Alumni Center, which is across from the arena. He hoped to attend.

Deputy Mayor Boisvert thanked the City Manager, Mayor Parrish, and Councilwoman Blanco for representing the City. He announced that he would also be attending the upcoming ribbon cuttings with Councilman Whipple. Additionally, he, Councilman Whipple, and Councilwoman Warner would be participating in the

"March for Meals" event on Wednesday, March 29th. They would be helping Meals on Wheels to deliver meals throughout the City.

Mayor Parrish asked the City Manager about meeting with Commissioner Barfield. In response, City Manager Titkanich advised that the meeting was cancelled on the City's behalf but would be rescheduled.

He spoke about his attendance during Legislative Action Days. He noted that he did not know what to expect except that there were new bills this year. He believed that many of the bills were ridiculous. He had the chance to speak with many people and believed that there was hope that positive change could be made. He concurred with Councilwoman Blanco that they need to hear citizens voices.

In closing, he proposed that the City put a team together for next year in order to prepare for the legislative session. That way there would be well informed people to send up to Tallahassee and Cocoa could go in a lethal team.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of March 28, 2017.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:25 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-168	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/11/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Presentation by Mayor Parrish. (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	17-170	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/12/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Recognition of Deputy Mayor Don Boisvert for his completion of the Elected Municipal Officials III: The Leadership Challenge. (Mayor Parrish)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04_06_17 Certificate of Completion IEMO III.pdf 04_06_17 Letters from FLC.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2017
Agenda Date: April 25, 2017
Prepared By: Carie Shealy
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Recognition of Deputy Mayor Don Boisvert for his completion of the Elected Municipal Officials III: The Leadership Challenge

BACKGROUND:

Deputy Mayor Boisvert attended the Elected Municipal Officials III: The Leadership Challenge held March 10-11, 2017 in Tampa, Florida. The course is hosted by the Florida League of Cities. This is the third institute that Deputy Mayor Boisvert has completed.

It was requested by the Florida League of Cities that he be recognized at a City Council meeting for his accomplishments.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Deputy Mayor Boisvert was recognized in January 24, 2017 City Council meeting for the completion of IEMO II.

RECOMMENDED MOTION:

Recognition of Deputy Mayor Don Boisvert for his completion of the Elected Municipal Officials III: The Leadership Challenge



IEMO III:
THE LEADERSHIP CHALLENGE

Certificate of Completion

March 10-11, 2017 • FLC University, Orlando

Awarded to

Deputy Mayor Donald Boisvert
City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

Executive Director
Florida Institute of Government

April 6, 2017

Carie Shealy
City Clerk, Cocoa
65 Stone Street
Cocoa, FL 32922

Dear City Clerk Shealy:

Enclosed is a Certificate or Certificates of Completion to be awarded to the Elected Officials of Cocoa for completion of the Institute for Elected Municipal Officials III: The Leadership Challenge held March 10 – 11, 2017 in Tampa, Florida.

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

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

Sincerely,

Shwanda T. Barnette, J.D.
Assistant, Florida League of Cities University

Enclosure

135 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065

(407) 425-9142 • 1(800) 445-6248 • Fax (407) 425-9378

April 6, 2017

The Honorable Donald Boisvert
Deputy Mayor Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Deputy Mayor Boisvert:

On behalf of the John Scott Dailey Florida Institute of Government and the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials III: The Leadership Challenge, held March 10 – 11, 2017 in Tampa, Florida,

We hope that you found the program challenging and worthwhile. We encourage you to take advantage of other training opportunities through the FLC University and the Institute of Government.

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.

We hope to see you at future FLC and IOG events!

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, Florida League of Cities University

Enclosure

135 East Colonial Drive • P.O. Box 530065 • Orlando, FL 32853-0065
(407) 425-9142 • 1(800) 445-6248 • Fax (407) 425-9378

Legislation Details (With Text)

File #:	17-153	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	4/4/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approve a Change Order for additional source removal/site closure activity costs for the property located at 6 Forrest Avenue in the amount of $10,760. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Invoice for CO-PO 69126 TO 2017-29 CARDNO change order (4-3-2016) $10760- (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 4, 2017
Agenda Date: April 25, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Change Order for work already accomplished for additional source removal/site closure activity costs for the property located at 6 Forrest Avenue in the amount of $10,760.

BACKGROUND:

The City of Cocoa sought to acquire 6 Forrest Avenue (Parcel Tax ID No. 2425954), as part of the city's due diligence a Phase I Environmental Site Assessment of the property was completed in January 2016, by Cardno, one of the City's Brownfields Consultants.

This assessment revealed evidence of recognized environmental conditions (RECs) in connection with the subject property as follows:

On-site Concerns:
- Historical use as a bottling company with storage tank of unknown content (these facilities typically stored petroleum for on-site use).
- Historical use as an "auto assembling" facility.
- Unregistered/unregulated retail gasoline station with suspected auto repair. In addition, the potential exists for abandoned USTs to remain on-site.

Off-site Concerns (with potential to impact the subject site):
- Historical adjacent railroad tracks.

- Historical, upgradient adjacent bulk fuel facility (no assessment data found in agency files related to this site).
- Historical, upgradient adjacent retail gas station with auto repair (discussed in Section 6.1).
- Adjacent unregulated/unregistered filling station to the north (no related assessment data found in agency files).
- Other nearby upgradient sources of petroleum and solvent impacts (petroleum storage and auto repair facilities anticipated to be upgradient of the subject site).

A revised Phase II was completed May 5, 2016 which concluded and recommended the following:

- The USTs discovered, as a result of the geophysical investigation, warrant additional investigation and proper closure/removal per Chapter 62-761 FAC.
- Proper removal of the former hydraulic lift system located south of the on-site structure is recommended prior to redevelopment.
- The evidence of Isopropylbenzene exceeding its established cleanup criteria in one of the collected groundwater samples suggests an impact that warrants additional investigation (confirmation and/or delineation).

On October 25, 2016, to facilitate the removal and assessment of Underground Storage Tanks (USTs) that were identified during Phase I/Phase II Environmental Site Assessment activities, City Council approved a Resolution adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue in the amount of $42,715. The building onsite was demolished in January 2017. The building pad was also removed in the event impacted material existed below the building slab.

While the demolition was underway, three (3) additional tanks were found underneath the building, an additional UST, and hydraulic lift and tank were discovered. These additional tanks required further environmental testing and immediate removal by Cardno. The total cost is $10,760.

Staff is requesting Council approve a Change Order for additional source removal/site closure activity costs incurred at 6 Forrest Avenue in the amount of $10,760. The total of Purchase Order# 69126 will be $53,475; this amount is funded under the City's Brownfields Grant.

STRATEGIC PLAN CONNECTION:

Image - By completing the demolition and cleanup at 6 Forrest Avenue a gateway feature can be constructed.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$10,760
Account Number	001-3205-559.49-05
Account Name	Brownfields Redevelopment Program

PREVIOUS ACTION:

Approved a Resolution adjusting the FY 2017 Budget using General Fund Contingency to complete the demolition and provide project management of 6 Forrest Avenue.

RECOMMENDED MOTION:

Approve a Change Order for work already accomplished for additional source removal/site closure activity costs incurred for the property located at 6 Forrest Avenue in the amount of $10,760.

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA
Phone 727 531 3505
Phone 800 861 8314
Fax 727 539 1294

www.Cardno.com

March 14, 2017

John Titkanich, Jr.
City Manager
City of Cocoa
65 Stone St.
Cocoa, FL 32922

RE: **CHANGE ORDER – PO 69126**
Additional Source Removal/Site Closure Activities
6 Forrest Avenue, Cocoa, Brevard County, Florida
Parcel Tax ID No. 2425954

Charge to account
001 - 3205_559.49-05

Dear John:

Based on invoices submitted to Cardno by the source removal contractor, and in consideration of additional Cardno time and materials associated with the discovery of additional underground storage tanks at the subject property; Cardno would like to respectfully request consideration of the following:

UST and Hydraulic Lift Removal Additional Costs:

Cardno Labor	$4,220
Michael Cook, Project Manager: 9 hours @ $145	
Robert Siegel, Sr. Environmental Technician: 26.5 hours @ $110	
Subcontractor Additional Fees (beyond the initially planned UST and hydraulic lift removals):	
Removal and Disposal of additional UST	1,500
Removal and Disposal of additional hydraulic lift and tank	600
Tank exploration (3 tanks) as part of demolition	1,440
Removal of drums (hydraulic fluid)	600
Visqeen for staging	180
Short Load (transportation/disposal, profile fee, load fee)	2,220
Total	$10,760

Thank you for your consideration of these additional fees. Please give me a call if you have any questions or need additional information.

Sincerely,

Miles G Ballogg

Miles G. Ballogg
Director
For Cardno

Prepared by S, Lasseter, QC by M. Cook

32079

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5122900&GUID=D5AE1BF9-CC6A-44EB-972D-F112965555AF* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	17-159	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	4/10/2017		**In control:**	City Council	
On agenda:	4/25/2017		**Final action:**		
Title:	Approve a Sewer Maintenance Agreement with East Florida Motor Sales Inc. to use the Gravity Sewer System under I-95;and To Authorize the City Manager to Execute the Agreement. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sewer Line Maintenance Agreement				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2017
Agenda Date: April 25, 2017
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Sewer Maintenance Agreement with East Florida Motor Sales Inc. to use the Gravity Sewer System under I-95;and To Authorize the City Manager to Execute the Agreement

BACKGROUND:

The City of Cocoa Utilities Department has an old gravity sewer line in an easement under the I-95 corridor. The City had abandoned the sewer when development rerouted flows to State Road 524 years ago. East Florida Motor Sales, Inc. (EFMS) desires to use the abandoned gravity line and the City agreed with the caveat that EFMS execute a maintenance agreement to ensure the gravity system will function properly. The agreement will require that the system functions normally for three years, and at that time, the maintenance and operation of the gravity line will revert back to the Utilities Department.

Staff worked with the City Attorney to develop an agreement and staff recommends approval of the agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve a Sewer Maintenance Agreement with East Florida Motor Sales Inc. to use the Gravity Sewer System under I-95;and To Authorize the City Manager to Execute the Agreement..

Prepared by and return to:

Anthony A. Garganese
City Attorney
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

SEWER LINE MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 11TH day of April, 2017, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, located at 65 Stone Street, Cocoa 32922, hereinafter referred to as "City" and **MIKE ERDMAN MOTORS, INC.,** a Florida corporation, authorized to do business in the state of Florida, located at 1545 E. Merritt Island Causeway, Merritt Island, Florida 32952, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, City owns and operates a sanitary sewer system within the jurisdictional limits of city of Cocoa; and

WHEREAS, Owner owns real property located within the city of Cocoa legally described in the attached **EXHIBIT "A,"** which is hereby fully incorporated herein by this reference ("Property"); and

WHEREAS, Owner requires sewer service for a new commercial development project on the Property; and

WHEREAS, Owner has requested that the City allow them to utilize an abandoned gravity sewer main ("Sewer Line") that runs beneath I-95, within an easement owned by the City, from the Property to the City's sewer system; and

WHEREAS, City agrees to make the Sewer Line available for Owner's use and allow Owner to utilize the Sewer Line to connect to the City's sewer system under the terms and conditions in this Agreement.

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

1.0 Owner will submit commercial development plans to the City to permit and construct a car dealership on the Property. In conjunction with the development of the Property, Owner will install sewer facilities to connect the Property to the City's sewer system at Owner's expense. Owner's facilities will connect to the Sewer Line in accordance with applicable laws, rules and regulations.

2.0 Owner will own all sewer facilities installed on the Property up to the private, existing manhole located on the Property. The City will continue to own the Sewer Line that traverses from the private, existing manhole located on the Property towards and under I-95 to a City manhole on the east side of I-95.

3.0 Upon connection and completion and issuance of certificate of occupancies for the main Nissan and Toyota buildings on the Property, the City will permit the Owner to have a non-exclusive right to use of the Sewer Line for the transmission of sewerage from the Property to the City's sewer system for treatment in accordance with the terms and conditions of this Agreement. The City shall not have any obligation whatsoever to allow Owner to utilize the Sewer Line until the occurrence of the events stated in this Paragraph.

4.0 Upon completion and issuance of certificate of occupancies for the main Nissan and Toyota buildings on the Property, the Owner will maintain the Sewer Line for a period of three (3) consecutive years ("Maintenance Period") and be responsible for any maintenance, cleaning and repairs required for, or damages occurring to, the Sewer Line during the entire Maintenance Period.

5.0 Owner shall conduct annual inspections and testing of the Sewer Line, or as reasonably requested by the City, during the Maintenance Period in order to determine whether the Sewer Line is functioning adequately in accordance with industry standards or experiencing blockages or suffering from pipe and/or casing failure ("Line Failure"). Inspections and testing will be performed at Owner's expense. During the term of this Agreement, the City shall hereby grant Owner reasonable access to the Sewer Line for purposes of fulfilling its obligations under this Agreement. However, the City reserves the right to conduct its own random inspections and testing at its own expense during the Maintenance Period in order to determine whether there is a Line Failure. Owner shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, while performing the inspections and tests required to be performed by Owner by this Agreement.

6.0 Owner shall maintain detailed, written records of any and all inspections and tests. Owner agrees to disclose and provide copies of such records to the City promptly or upon request by the City. In the event that Owner fails to provide to, or conceals from, the City any inspection or test records, said failure or concealment shall constitute a default under this Agreement and the City shall have the right to require, upon written notice to Owner, that Owner maintain the Sewer Line in perpetuity or until Owner no longer requires the use of the Sewer Line.

7.0 In the event that the Sewer Line must be redesigned during the Maintenance Period as a result of a Line Failure discovered either party pursuant to Paragraph 4.0 of this Agreement, Owner agrees to redesign, and construct improvements to, the Sewer Line to adequately service the Property, at Owner's expense. Prior commencing construction of the improvements, Owner will submit construction plans and specifications for review and approval by the City. No construction will occur prior to the City's approval of the plans and specifications. Approval will not be unreasonably withheld.

8.0 Upon the completion of the Maintenance Period, the City will evaluate the: (A) inspection and testing records of all inspections and testing which occurred during the Maintenance Period; and (B) the number of Line Failures and damage that occurred during the Maintenance Period, and will determine whether the Sewer Line has performed, and is performing, adequately to service Owner's Property in accordance with industry standards. If the City determines that the Sewer Line is adequately performing, and will continue to do so in the foreseeable future, the City will provide written notice of such determination to the Owner and will assume responsibility for all future maintenance and repairs of the Sewer Line in perpetuity. The evaluation and determination required by this Paragraph shall occur no later than thirty (30) days after the expiration of the Maintenance Period. However, if the City determines that the Sewer Line is not adequately performing, and will not do so in the foreseeable future, Owner shall be required to continue to maintain the Sewer Line in perpetuity in accordance with the requirements of this Agreement until such time as the Sewer Line is no longer necessary to service Owner's Property.

9.0 Owner shall indemnify and hold harmless the City, its officers, employees, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or accidental wrongful misconduct of the Owner and persons employed or utilized by the Owner in the performance of this Agreement or for breach of this Agreement.

10.0 This Agreement shall be recorded in the Official Records of Brevard County, Florida, and shall be binding upon the Property.

11.0 The City reserves the right to revoke and terminate this Agreement and rescind or suspend all rights and privileges associated with this Agreement, without penalty, in the event that Owner defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied with thirty (30) calendar days, in which case the Owner shall have such time as is reasonably necessary to remedy the default, provided the Owner promptly takes and diligently pursues such actions as are necessary

12.0 This Agreement is subject to the all ordinances, rules and regulations of the City which are now or may hereafter be issued, approved, or otherwise made effective.

13.0 Each party hereby represents to the other party that: (i) it has the full capacity and authority to enter into this Agreement; (ii) this Agreement is executed by its duly authorized representative; (iii) this Agreement constitutes a valid, binding and enforceable obligation in accordance with its terms.

14.0 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles.

15.0 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior or contemporaneous agreements or understandings with respect thereto. No modification, amendment, extension or waiver of or

under this Agreement will be valid unless made in writing and signed by an authorized representative of the party sought to be charged therewith. No written waiver will constitute, or be construed as, a waiver of another obligation or condition of this Agreement.

16.0 This Agreement has been entered into for the sole benefit of the parties who are signatories hereto. It is not intended to benefit, or create any rights whatsoever in favor of, any persons other than the parties hereto.

17.0 Owner agrees that all documents, transactions, writings, papers, letters, video, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement may be considered public records pursuant to Chapter 119, *Florida Statutes*. Upon request by the City, Owner agrees to provide the City with access to any and all public records that may be in the possession of the Owner or under Owner's control. If Owner does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Owner fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, *Florida Statutes* due to Owner's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Owner prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Owner. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Owner's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

18.0 Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes,* or other limitations imposed on the City's potential liability under state or federal law.

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

20.0 This Agreement shall become effective on the date that the last party hereto fully executes this Agreement as required below.

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

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

OWNER

MIKE ERDMAN MOTORS, INC, a Florida corporation

By: _____
Michael H. Erdman, President

WITNESES:

_____
Print name: Beth A Baxter

_____
Print name: Tracy L. Howard

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 11 day of April, 2017, by Michael H. Erdman, as President of, **MIKE ERDMAN MOTORS, INC, a Florida corporation** [X] who is personally known to me or [ ] who has produced _____ as identification.

TRACY LEE HOWARD
MY COMMISSION # GG 089617
EXPIRES: April 3, 2021
Bonded Thru Budget Notary Services

_____
NOTARY PUBLIC, State of Florida
My commission expires:_____

CITY:

CITY OF COCOA, FLORIDA:

_____
John A. Titkanich, City Manager

ATTEST:

By: _____
Carie Shealy, CMC, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNER'S PROPERTY

DESCRIPTION:

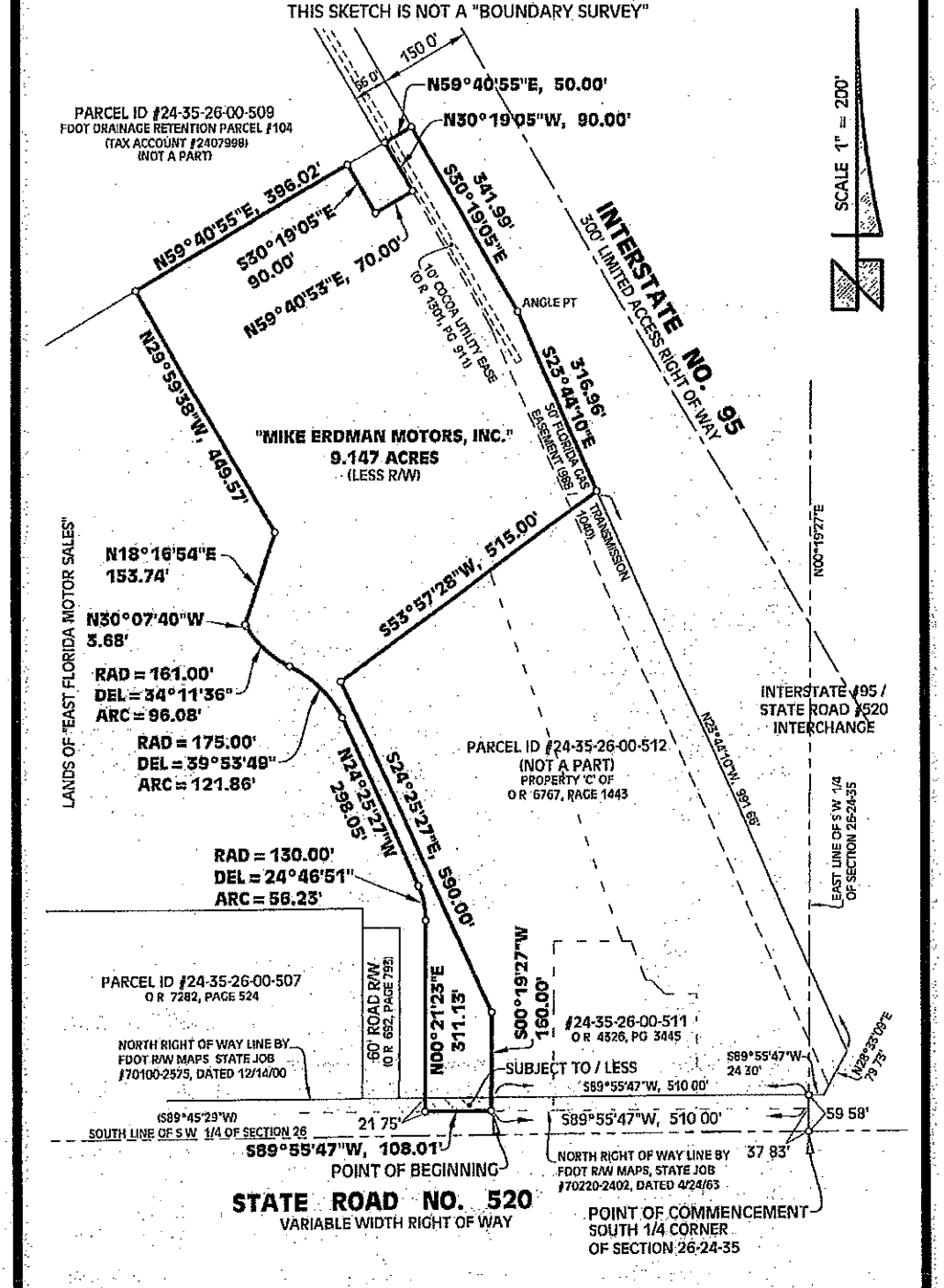
A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 26, AND RUN N 00°19'27"E , ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 37 83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, AS ESTABLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 520 (SECTION #70220-240, DATED APRIL 24, 1963), THENCE S 89°55'47"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 510 00 FEET TO THE S W CORNER OF LANDS DESCRIBED AS PROPERTY 'C' IN O R 6767, PAGE 1443, THE POINT OF BEGINNING, THENCE CONTINUE S 89°55'47"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 108 01 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN N 00°21'23"E , A DISTANCE OF 311 13 FEET TO THE POINT OF CURVATURE OF A 130 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 24°46'51", A DISTANCE OF 56 23 FEET TO A POINT OF TANGENCY, THENCE N 24°25'27"W , A DISTANCE OF 298 05 FEET TO THE POINT OF CURVATURE OF A 175 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 39°53'49", A DISTANCE OF 121 86 FEET TO A POINT OF REVERSE CURVATURE OF A 161 00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 34°11'36", A DISTANCE OF 96 08 FEET TO A POINT OF TANGENCY, THENCE N 30°07'40"W , A DISTANCE OF 3 68 FEET, THENCE N 18°16'54"E , A DISTANCE OF 153 74 FEET, THENCE N 29°59'38"W , A DISTANCE OF 449 56 FEET TO A POINT ON THE SOUTH LINE OF THAT WATER RETENTION AREA LABELED AS PARCEL #104 ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 9 / INTERSTATE NO 95 (SECTION #70220, DATED MAY 20, 2005), THENCE N 59°40'55"E , ALONG SAID SOUTH LINE, A DISTANCE OF 396 02 FEET, THENCE DEPARTING SAID SOUTH LINE, RUN S 30°19'05"E , A DISTANCE OF 90 00 FEET, THENCE N 59°40'53"E , A DISTANCE OF 70 00 FEET TO A POINT ON THE WEST LINE OF A 50 FOOT WIDE GAS TRANSMISSION EASEMENT RECORDED IN O R 988, PAGE 1040, THENCE N 30°19'05"W , ALONG SAID WEST LINE, A DISTANCE OF 90 00 FEET, THENCE N 59°40'55"E , A DISTANCE OF 50 00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO 95, THENCE S 30°19'05"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 341 99 FEET TO AN ANGLE POINT, THENCE S 23°44'10"E , ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 316 96 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS DESCRIBED AS PROPERTY 'C' IN O R 6767, PAGE 1443, THENCE S 53°57'28"W , ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 515 00 FEET TO THE NORTHWEST CORNER THEREOF, THENCE S 24°25'27"E , ALONG A WEST LINE OF SAID LANDS, A DISTANCE OF 590 00 FEET TO AN ANGLE POINT, THENCE S 00°19'27"W , ALONG SAID WEST LINE, A DISTANCE OF 160 00 FEET TO THE POINT OF BEGINNING,
LESS AND EXCEPT THAT 21 75 FOOT WIDE STRIP OF LAND LYING BETWEEN THE NORTH RIGHTS OF WAY LINES OF STATE ROAD 520 ESTABLISHED BY RIGHT OF WAY MAPS SECTION #70220-2402, DATED APRIL 24, 1963 AND SECTION #70100-2575, DATED DECEMBER 14, 2000,
CONTAINING 9 147 ACRES

SUBJECT TO ALL EASEMENTS OF RECORD

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



DRAWN BY RMP

CHK'D BY

DATE 9/6/16

JOB # 06-109-15

SHEET 1 OF 2

PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR

SKETCH & DESCRIPTION FOR

MIKE ERDMAN MOTORS, INC.

r.m. packard & assoc. inc
surveying & mapping
197 BOUGAINVILLEA DRIVE
ROCKLEDGE, FLORIDA 32955
TEL. (321) 632-6335

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 26, AND RUN N 00°19'27"E , ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 37 83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520, AS ESTABLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 520 (SECTION #70220-240, DATED APRIL 24, 1963), THENCE S 89°55'47"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 510 00 FEET TO THE S W CORNER OF LANDS DESCRIBED AS PROPERTY 'C' IN O R 6767, PAGE 1443, THE POINT OF BEGINNING, THENCE CONTINUE S 89°55'47"W , ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 108 01 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN N 00°21'23"E , A DISTANCE OF 311 13 FEET TO THE POINT OF CURVATURE OF A 130 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 24°46'51", A DISTANCE OF 56 23 FEET TO A POINT OF TANGENCY, THENCE N 24°25'27"W , A DISTANCE OF 298 05 FEET TO THE POINT OF CURVATURE OF A 175 00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 39°53'49", A DISTANCE OF 121 86 FEET TO A POINT OF REVERSE CURVATURE OF A 161 00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 34°11'36", A DISTANCE OF 96 08 FEET TO A POINT OF TANGENCY, THENCE N 30°07'40"W , A DISTANCE OF 3 68 FEET, THENCE N 18°16'54"E , A DISTANCE OF 153 74 FEET, THENCE N 29°59'38"W , A DISTANCE OF 449 56 FEET TO A POINT ON THE SOUTH LINE OF THAT WATER RETENTION AREA LABELED AS PARCEL #104 ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 9 / INTERSTATE NO 95 (SECTION #70220, DATED MAY 20, 2005), THENCE N 59°40'55"E , ALONG SAID SOUTH LINE, A DISTANCE OF 396 02 FEET, THENCE DEPARTING SAID SOUTH LINE, RUN S 30°19'05"E , A DISTANCE OF 90 00 FEET, THENCE N 59°40'53"E , A DISTANCE OF 70 00 FEET TO A POINT ON THE WEST LINE OF A 50 FOOT WIDE GAS TRANSMISSION EASEMENT RECORDED IN O R 988, PAGE 1040, THENCE N 30°19'05"W , ALONG SAID WEST LINE, A DISTANCE OF 90 00 FEET, THENCE N 59°40'55"E , A DISTANCE OF 50 00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO 95, THENCE S 30°19'05"E , ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 341 99 FEET TO AN ANGLE POINT, THENCE S 23°44'10"E , ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 316 96 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LANDS DESCRIBED AS PROPERTY 'C' IN O R 6767, PAGE 1443, THENCE S 53°57'28"W , ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 515 00 FEET TO THE NORTHWEST CORNER THEREOF, THENCE S 24°25'27"E , ALONG A WEST LINE OF SAID LANDS, A DISTANCE OF 590 00 FEET TO AN ANGLE POINT, THENCE S 00°19'27"W , ALONG SAID WEST LINE, A DISTANCE OF 160 00 FEET TO THE POINT OF BEGINNING,
LESS AND EXCEPT THAT 21 75 FOOT WIDE STRIP OF LAND LYING BETWEEN THE NORTH RIGHTS OF WAY LINES OF STATE ROAD 520 ESTABLISHED BY RIGHT OF WAY MAPS SECTION #70220-2402, DATED APRIL 24, 1963 AND SECTION #70100-2575, DATED DECEMBER 14, 2000,
CONTAINING 9 147 ACRES

SUBJECT TO ALL EASEMENTS OF RECORD

SKETCH NOTES:

BEARING STRUCTURE - BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD NO 520 (SECTION #70100-2575, DATED DECEMBER 14, 2000) SPECIFICALLY, THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520 = S89°55'47"W

CLARIFICATION - 2 LOCATIONS OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 520 HAVE BEEN DEFINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION WHICH ARE 21 75 FEET APART (SECTION #70220-2402, DATED 1963 AND SECTION #70100-2575, DATED 2000) THE UNDERLYING DEEDS IN THIS AREA ARE BASED ON THE 1963 LOCATION - THE LANDS DESCRIBED ARE SUBJECT TO RIGHTS ASSOCIATED WITH THE STATE ROAD NO 520 RIGHT OF WAY ESTABLISHED IN 2000

RESERVATION - THE LANDS DESCRIBED ARE SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS, COVENANTS AND / OR RIGHT OF WAY OF RECORD

DRAWN BY RMP CHK'D BY DATE 9/6/16 JOB # 06-109-15 SHEET 2 OF 2	PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR SKETCH & DESCRIPTION FOR. **MIKE ERDMAN MOTORS, INC.**	r.m. packard & assoc. inc surveying & mapping 197 BOUGAINVILLEA DRIVE ROCKLEDGE, FLORIDA 32955 TEL · (321) 632-6335

Legislation Details (With Text)

File #:	17-160	**Version:**	1	**Name:**	Parking Study Budget Transfer
Type:	Resolution			**Status:**	Consent Agenda
File created:	4/10/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approve transfer of funds in the amount of $70,000 from the 001-3510-541.31-00 (Professional Services) account to the 001-3200-515.31-00 (Professional Services) account. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2017 PW-CS Budget Transfer.docx BAF-CS-Budget Transfer for Parking Study (4-25-17)~Agenda 17-160-FY17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2017
Agenda Date: April 25, 2017
Prepared By: Steven P. Belden, AICP
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve a Budget Resolution to Transfer $70,000 from the Public Works (Professional Services) account to the Community Services (Professional Services) account.

BACKGROUND:

The adopted fiscal year 2016/2017 budget provided $75,000 in the Public Works Professional Services account to undertake an update of the Cocoa Village Parking Study that was previously conducted in 2007. Due to the increased development activity in Cocoa Village and the higher perceived demand for parking it is appropriate at this time to update the Parking Study to account current demands. Additionally, the Parking Study Update will ascertain the feasibility of developing a parking structure through a public/private partnership.

Subsequent to the adoption of the 2016/2017 budget it was determined that the Parking Study Update should be administered by the Community Services Department. The request is to transfer $70,000 of the budgeted $75,000 from Public Works to Community Services. $5,000 will remain in Public Works account for transportation planning consulting services.

STRATEGIC PLAN CONNECTION:

The Cocoa Village Parking Study Update directly relates to Economic Development and Redevelopment of the City's core area.

BUDGETARY IMPACT:

Budgeted Yes, in a different account/department
If not budgeted, is amendment/transfer attached? Yes

From:

Amount Requested	$70,000
Account Number	001-3510-541.31-00
Account Name	Professional Services

To:

Amount Requested	$70,000
Account Number	001-3200-515.31-00
Account Name	Professional Services

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve a Budget Resolution to Transfer $70,000 from the Public Works (Professional Services) account to the Community Services (Professional Services) account.

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: _____ | DATE PREPARED: 04/05/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 70,000)	001-3510-541.31-00		Professional Services	$ 79,000	$ 79,000	$ 9,000	$ 9,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 70,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 70,000	001-3200-515.31-00		Professional Services	$ 145,000	$ 145,000	$ 215,000	$ 215,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 70,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds budgeted for Cocoa Village Parking Study update from PW account to Community Services account. Community Services will be overseeing the study. Agenda 17-160.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2017-41

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.

4/6/16	Everett J. Wegerif	4/10/17	Paula Pates Digitally signed by Paula Pates DN: dc=org, dc=cocoafl, ou=DH, cn=Paula Pates, email=ppates@cocoafl.org Date: 2017.04.10 09:59:57 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/6/16	Everett J. Wegerif	4/10/17	Anne Quesada Digitally signed by Anne Quesada Date: 2017.04.10 10:09:42 -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 #:	17-164	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	4/10/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Authorize the City Manager to Approve Change Order #1 to P.O. 69039 to Garganese, Weiss & D'Agresta in the amount of $20,000 for Special Legal Counsel for Water Supply /Taylor Creek Mediation, Project WS0919. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pre-Approved Confirmation Vendor List 09-02-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 10, 2017
Agenda Date: April 25, 2017
Prepared By: Tammy Costantini, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Authorize the City Manager to Approve Change Order #1 to P.O. 69039 to Garganese, Weiss & D'Agresta in the amount of $17,719 for Special Legal Counsel for Water Supply /Taylor Creek Mediation, Project WS0919.

BACKGROUND:

The City has been in negotiations with other water suppliers for approximately five years. Garganese, Weiss & D'Agresta has provided support to both City Administration as well as the Utilities Department during this time. The frequency of meetings as well as the work product to be reviewed has increased drastically as the complexity of the negotiations continues to grow. As a result, the original purchase order amount for legal services is at the City Manager's maximum allowed ($50K) signing authority and the P.O. balance is expected to be mostly used, when the next invoice is received, with five months still remaining this fiscal year. Therefore, staff is recommending an additional $17,719 to cover anticipated costs until the end of FY 2017.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted?	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$17,719
Account Number	421-4010-536.31-01, WS0919
Account Name	Legal
Change Order Amount	$17,719
Original Purchase Order	69039
Original P.O. Amount	$50,000
Total number of change orders to date:	1
Total amount in change orders to date:	$17,719

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Authorize the City Manager to Approve Change Order #1 to P.O. 69039 to Garganese, Weiss & D'Agresta in the amount of $17,719 for Special Legal Counsel for Water Supply /Taylor Creek Mediation, Project WS0919.

Pre-Approved Confirmation Vendors (Current As Of _____)

(Pre-Approved Confirmation Vendors do not require confirmation justification memos to the CM with the PO)

Approved Vendors	Vendor Number	Product/ Service
Bob Steele Chevrolet Inc.	30	Accident repair only (not regular service)
Bryant, Miller & Olive	7550	Legal
Burnett Lime Co.	8684	Repair and Maintenance Calflo Liquid Lime
City of Cocoa Utilities	335	Water Meter Bills
FDG Flagler Station II, LLC	9082	Pipe Crossings
Federal Express Corp. (FEDEX)	452	Shipping
Fiserv Solutions, Inc.	1211	Electronic payments
Fisher & Phillips	2867	Legal
FL Division of Worker's Comp	7596	WC Assessment
FL Municipal Insurance Trust (Orlando)	7791	Insurance
Florida East Coast Railway	1987	Railroad Crossing Maintenance
Florida East Coast Railway	7268	Railroad Crossing Maintenance
Florida Today	4155	Legal Ads
Florida Unemployment Comp. Fund	2018	Unemployment Compensation
Garganese, Weiss & D'Agresta, P.A.	6691	Legal
GATTO's Tire & Auto Service	60	Tires—Fleet only
Glover Oil Co., Inc.	598	Fuel
Lewis, Longman & Walker	6791	Legal
Lisa Cullen, Brevard Tax Collector	2752	Taxes, Postage Notices, Lockbox
Office of State Attorney	8582	Police Matters
Progressive Document Destruction	6375	Shredding Documents
Ring Power (Orlando)	7604	Caterpillar Generator Repair & Maintenance
Scott Ellis, Clerk of Court	5981	Recording Fees
Solid Waste Management	5123	Land Fill Charges
Stericycle, Inc.	9235	Disposal of Biohazardous Waste
Supervisor of Elections	912	Election Poll Fees
Total Admin. Services Corp.	9943	Flexible Spending Account (FSA) Admin Fees
Trane Maitland	9530	Dyal WTP, Utilities Building & Booster Stations
Trane Orlando Co.	6762	Dyal WTP, Utilities Building & Booster Stations
Tron's Auto Towing	6056	Towing Service
United Parcel Service (UPS)	312	Shipping
Water Treatment & Controls	1345	Emergency Repairs for Wallace & Tiernan Equip
Xylem Water Solutions USA, Inc. (PA)	1240	Ozone Generators Emergency Repairs

Approved by:

City Manager

9/2/16

Date

Legislation Details (With Text)

File #:	17-167	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	4/11/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approve Amendment 4 to Task Order 23 with CDM Smith to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR) Project No. WS1222. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CDM Smith 23.4 (3-29-17) $13250 Contingency Proposal P.O. 69522 2nd Amendment to Purch Agmt Project Contingency History				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2017
Agenda Date: April 25, 2017
Prepared By: Benjamin M. Hayner, P.E., Engineering Division Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment 4 to Task Order 23 with CDM Smith to Provide Additional Project Support Required for the Biological Nutrient Removal (BNR) Project No. WS1222

BACKGROUND:

On May 28, 2013, City Council approved Task Order 23 to oversee the bidding process and construction phase of the Sellers Plant Biological Nutrient Removal (BNR) Improvements to the plant processes.

On April 28, 2015, City Council approved continuation of work under Task Order 23 and Change Order #1 to this task order for additional inspections.

Inadvertently, Staff submitted Amendments #2 and #3 in the amount of $19,400 and $13,400, for processing without City Council approval. At this time Staff would like to bring this matter to Council's attention and request approval of Amendment #4 to Task Order 23 in the amount of $13,250.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$13,250
Account Number	421-4120-536.63-00, WS1222
Account Name	Infrastructure
Source of Funds:	Operating Revenue
Change Order Amount	$13,250
Original Purchase Order	69522
Original P.O. Amount	$670
Total number of change orders to date	4
Total amount in change orders to date	$56,250

PREVIOUS ACTION:

On May 28, 2013, City Council approved Task Order 23 to oversee the bidding process and construction phase of the Sellers Plant Biological Nutrient Removal (BNR) Improvements to the plant processes.

On April 28, 2015, City Council approved continuation of work under Task Order 23 and Change Order #1 to this task order for additional inspections.

RECOMMENDED MOTION:

To Approve Amendment 4 to Task Order 23 with CDM Smith to provide additional project support required for the Biological Nutrient Removal (BNR) project, WS1222.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5122916&GUID=AB85305F-2424-4039-ADB5-299B2E5CC1E3* is a secure document that has been embedded in this document. Double click the pushpin to view.



Change Order

Project Name/Number:	WS 1222 BNR Improvements Project Construction Services
Purchase Order:	69522
Project Change Order Number:	13 (4th for CDM Construction Services)
City Change Order Number:	1 (FY17 P.O.)
Original Contract Price:	CDM $71,940 (Current Contract $114,940)
Total Purchase Order To Date:	$ 670.00 (FY17)
Total Increase in Contract Amount for Change Order:	$ 13,250
Total Adjusted Contract with Change:	**FY 17 P.O. $13,920 Entire Project $128,190**
Number of calendar days contract is increased due to this change order:	NA
Number of calendar days contract is decreased due to this change order:	NA
Original Final Completion Date:	NA
Adjusted Final Completion Date:	**NA**
This change order is requested by:	Jennifer W. Lyons, P.E., CDM Smith Project Manager
This change order is recommended by:	Benjamin M. Hayner, P.E., Engineering Division Manager B.M. 02/28/2017

This Change Order shall encompass all expenses incidental to the work, also including materials and labor. Following the execution of this Change Order there are no pending requests for time or costs associated with the project. The undersigned agree to the terms of this change order.

Jennifer W. Lyons

2/24/17

Engineer/Date

Owner/Date 3/20/17

Change Order

Justification:

The contractor, Brandes Design-Build, has failed to honor contractual obligations of the Biological Nutrient Removal (BNR) Project. Obligations include construction of a diffuser system, interior lining systems for the BNR basins, light pole installation, and several other tasks as specified in the contract documents. Additional funding is needed for additional project support which is required to remedy the above mentioned project deficiencies.

ExcelTech Coatings Inspection (CDM Subcontractor)	$7,250
CDM Smith Hourly As-Needed Services (Anticipated 48 hours @ $125/hr)	$6,000

Service Rates are interchangeable per Rate Schedule

Total	**$13,250**

Background:

Construction services were awarded to CDM on May 28, 2013 in the amount of $71,940. A change order was issued for additional coordination on April 28, 2015 in the amount of $10,200. A change order was issued for additional services including services for a structural deficiency On June 8, 2015, in the amount of $19,400. A change order was issued for additional coordination on 7/18/2016 in the amount of $13,400.

SERVICE

PURCHASE ORDER

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

THIS NO. 69522

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1288
VENDOR FAX NO.: 407-875-1161
VENDOR PH NO.: 407-660-2552

DATE 12/07/2016
DATE REQUIRED 9/30/2017

CDM SMITH INC.
2301 MAITLAND CTR PKWY
SUITE 300
MAITLAND FL 32751-7422

DELIVER TO:

City of Cocoa
ENGINEERING DEPARTMENT
351 SHEARER BLVD.
COCOA FL 32922

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

BUYER/REQ. #
DK 0000031954
N. HERNANDEZ/ENGINEERING

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	670.00	SUM	CONTINUATION OF WORK - TASK ORDER 23 FOR BID AND CONSTRUCTION SERVICES FOR THE JERRY SELLERS WRF BNR IMPROVEMENTS PROJECT. PROJECT NO. WS1222 CSA: RFQ-08-10-COC REF: FY16 P.O. 67329 APPROVED BY CITY COUNCIL ON MAY 28, 2013, AS A MULTI-YEAR CONTRACT FROM FY13 THROUGH FY14; ITEM VIII.8. ENGINEER WILL ATTEND MEETINGS; REVIEW SHOP DRAWINGS; RESPOND TO REQUESTS FOR INFORMATION; CONDUCT SITE VISITS, ETC. THE TIME PERIODS FOR THE PERFORMANCE OF ENGINEER'S SERVICES WILL BE BASED ON THE CONSTRUCTION SCHEDULE. THE TERMS AND CONDITIONS OF THE AGREEMENT SHALL APPLY TO THIS TASK ORDER. **********OPERATING REVENUE**********	1.0000	670.00
				TOTAL	670.00

REMARKS:

****
* THIS PURCHASE ORDER WILL *
* EXPIRE ON SEPTEMBER 30, 2017 *

*** CONTINUED ***

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

ACCOUNT NUMBER

42141205366300

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

PURCHASE ORDER

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

THIS NO. 69522

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 1288
VENDOR FAX NO.: 407-875-1161
VENDOR PH NO.: 407-660-2552

DATE 12/07/2016
DATE REQUIRED 9/30/2017

CDM SMITH INC.

DELIVER TO:

City of Cocoa

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

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			REMARKS: * ********** * * TO AVOID DELAYED PAYMENT * * EMAIL INVOICE(S) TO: * * ACCOUNTSPAYABLE@COCOAFL.ORG * **********		

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

ACCOUNT NUMBER

42141205366300

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

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

Office of the City Clerk
Joan Clark, MMC, City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455
jclark@cocoafl.org

March 25, 2015

Eric J. Grotke, P.E., BCEE
Vice President
CDM Smith
2301 Maitland Center Parkway, Suite 300
Maitland FL 32751

Re: Amendment #2 to Purchase Agreement for Engineering Services for Wastewater Treatment & Disposal Systems

Dear Mr. Grotke:

I have enclosed a certified copy of the above referenced amendment as approved and executed by the City of Cocoa on March 24, 2015.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Carie E. Shealy, CMC
Assistant City Clerk
City of Cocoa

c: J. Walsh, Utilities Director
B. Hayner, Engineering Manager
D. Stevens, Superintendent
T. Eastburn, Purchasing

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

RFQ-08-10-COC

Engineering Services for Wastewater Treatment & Disposal Systems

AMENDMENT #2

This amendment to the purchase agreement for Engineering Services for wastewater treatment & disposal systems is made and entered into as of February 19, 2015 by and between the **City of Cocoa** and **CDM Smith, Inc., 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.**

The agreement, entered into on May 27, 2008 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Exhibit-A (attached) commencing on May 27, 2015 and terminating on May 26, 2017.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

CDM SMITH, INC.

By: Eric J. Grotke
(Name) Printed

Vice President
(Title)

Signature 2/24/15 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature TOT Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator
Ben Hayner, Engineering Manager
Don Stevens, Superintendent

EXHIBIT - A

CDM SMITH, INC.
2ND AMENDMENT RATE SCHEDULE

PROFESSIONAL SERVICES RATES (PER HOUR)

Officer	$200.00
Principal/Associate	$170.00
Senior Professional	$150.00
Professional II	$125.00
Professional I	$100.00

PROFESSIONAL SUPPORT SERVICES RATES (PER HOUR)

Senior Support Services	$115.00
Staff Support Services	$ 90.00

FIELD SERVICES RATES (PER HOUR)

Senior Professional	$110.00
Professional	$ 85.00

PROJECT SUPPORT SERVICES RATES (PER HOUR)

Project Administration	$ 85.00

OTHER DIRECT REIMBURSABLE EXPENSES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylar's	$25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges	(Actual expenses incurred by CDM)
Travel	(Actual expenses incurred by CDM)

SUBCONTRACTORS CHARGES

The City agrees to pay CDM Smith, Inc. the actual cost of expenses incurred in connection with any Subcontractor in connection with any Task Order. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent Subcontracts.

BNR IMPROVEMENTS, PROJECT NO. WS1222			
		Date	
Original Contract Amount	$2,779,000.00		
Approved Contingency (10%)	**$277,900.00**		
C.O. #1 to Brandes FY14 P.O. 62605 (#1 to Proj)	($22,776.29)	5/16/2014	
C.O. #1 to Brandes FY15 P.O. 64940 (#2 to Proj)	($11,040.00)	9/30/2014	
C.O. #2 to Brandes FY15 P.O. 64940 (#3 to Proj)	($5,978.14)	2/25/2015	
C.O. #3 to Brandes FY15 P.O. 64940 (#4 to Proj)	($10,000.00)	3/12/2015	
C.O. #1 to CDM FY15 P.O. 65501 (#5 to Proj)	($10,200.00)	5/7/2015	Source of Funds: OR
T.O. 2015-12 with Maxwell Contracting (#6 to Proj)	($76,000.00)	7/24/2015	
C.O. #1 to Brandes FY16 P.O. 67346 (deduct from contract; #7 to Proj)	$5,000.00	12/2/2015	
C.O. #2 to Brandes FY15 P.O. 67346 (#8 to Proj)	($4,151.50)	12/14/2015	
C.O. #1 to CDM FY16 P.O. 67329 (#9 to Proj)	($19,400.00)	1/13/2016	
SISCO - Repair of Actuator Valves (#10 to Proj)	($5,051.00)	4/5/2016	
C.O. #1 to SISCO FY16 P.O. 68047	($34.16)	7/7/2016	Not a "project change order"
C.O. #2 to CDM FY16 P.O. 67346 (#11 to Proj)	($13,400.00)	7/18/2016	
T.O. 2016-15 with JoBear (#12 to Proj)	($100,378.50)	7/19/2016	
Funds not used on JoBear Contract	$83,785.50	11/9/2016	
C.O. #1 to CDM FY17 P.O. 69522 (#13 to Proj)	($13,250.00)	3/21/2017	
Remaining Contingency	**$85,225.91**		

Legislation Details (With Text)

File #:	17-169	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	4/12/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approve a Budget Transfer in the Amount of $201,492 for the Purchase of Unbudgeted Capital, (4) Four, 2017 Ford F550 Crew Cab Utility Body Trucks from Beck Auto Sales, Utilizing the City of Tallahassee Vehicle Purchasing Contact #3921, Effective Dates January 25, 2017 through January 25, 2022. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4025 CREW TRUCK CIP LISTING.pdf beck3921.pdf Cocoa F550 Service 11_Liftgate.pdf WFO CREW TRUCKS .pdf Cocoa F550 Service 11_Liftgate Chassis Specs.pdf Budget Resolution FY 2017.docx BAF-UT-REPAIRS MAINTENANCE WFO Trucks (4-25-17)~ Agenda 17-169.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2017
Agenda Date: April 25, 2017
Prepared By: Tony Jones, Fleet Manager
Through: John (Jack) Walsh P.E. Utilities Director
Requested Action:
Approve a Budget Transfer in the Amount of $201,492 for the Purchase of Unbudgeted Capital, (4) Four, 2017 Ford F550 Crew Cab Utility Body Trucks from Beck Auto Sales, Utilizing the City of Tallahassee Vehicle Purchasing Contact #3921 Effect Dates January 25, 2017 through January 25, 2022

BACKGROUND:

Cocoa Fleet is tracking an escalation in major repair cost and vehicle downtime across the Fleet of 6 utility crew trucks. These crew trucks are the workhorse for the Water Field Operations Maintenance Teams. The trucks are the main transportation for WFO Teams for daily maintenance and repair operations across the 260 square miles of the water utilities system. Three of the six crew truck were scheduled for replacement in the FY-2016 vehicle CIP but were deferred until 2018. The deferment carried an unforeseen increase in repair cost and vehicle downtime. This escalation in repair cost is directly related to Power Stroke Diesel engine platform, the added emission system on the power

plant has proven to make the 6.0 & 6.4 diesel engine unreliable compared to the older 7.3 and newer 6.7 diesel engines. This along with heavy use, high idle times and intercity operation has made the trucks repair cost double in the last 18 - 24 months. The increase in repairs is directly related in the increase in vehicle downtime. This downtime has directly affected the Water Field Operations ability to respond to day to day operations. The repair cost are up an average of 31.2% in the past 18 this is 48% higher in comparison of previous 18 months of vehicle operation below is a summary of life to date vehicle miles, hours, maintenance and repair cost.

VEHICLE HISTORY COST LIFE TO DATE

4025 - WFO Utility Crew Trucks

				M & R			
VEH#	**YR, MakeENG**	**MILES**	**HOURS**	**MAINT$**	**REPAIR$**	**REP.$ LATE FY-16 & 17**	**UP%**
06	2008 FORDIE	125,752	17,523	$7,510	$36,667	$6,915	19%
07	2008 FORDIE	119,852	14,123	$6,089	$33,326	$8,862	27%
08	2008 FORDIE	133,379	18,051	$9,063	$30,329	$10,489	35%
25	2008 FORDIE	125,077	16,142	$4,666	$45,975	$17,912	39%
188	2011 FORDIE	98,354	9,892	$3,546	$39,587	$16,912	43%
189	2011 FORDIE	95,852	9,523	$3,384	$23,938	$5,491	23%

Distinct Count:6

Staff is recommending replacing four (4) of the vehicles this budget year; vehicle numbers 6, 7, 8 and 25 utilizing funds from Water Field Operations 4600 account. The funds are from a valve project that could not be completed this year. These crew trucks would change to a totally different powertrain and crew truck platform specification. The new trucks would be switching from a diesel engine to a more robust large displacement Gasoline engine. The Ford Trident V10 gasoline powertrain has proven to be a more reliable platform with an overall lower cost of operation. This engine configuration has shown its reliability not only powering some of Cocoa Fleet vehicles but a host of large truck and RV platform throughout Ford's production line of truck cabs and chassis. The engine is Ford's most robust and reliable engine to date. The new specification will factor in additional Water Field Operation option and equipment needs and improved functionality over the current crew truck configuration. At the same time, the new trucks will save money in the overall truck purchase and cost of operation.

The proposed new 2017 Ford F550 Crew Cab with 11ft Service Body w/universal locking system total cost with all options and equipment;

- $50,373 each
- Total cost of Replacing 4 Trucks $201,492

The trucks would be available 60 - 90days after receipt of purchase order.

Staff would replace 4 of the Crew truck as described above. One of the 2011 vehicles, 188 would rotate into a light duty role supporting the field restoration team. This vehicle has a full engine replacement and this will insure the city takes advantage of that repair investment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Transfer $201,492 from WFO 421-4025-536.4600
To WFO 421-4025-536.6400

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve a Budget Transfer in the Amount of $201,492 for the Purchase of Unbudgeted Capital, (4) Four, 2017 Ford F550 Crew Cab Utility Body Trucks from Beck Auto Sales, Utilizing the City of Tallahassee Vehicle Purchasing Contact #3921 Effect Dates January 25, 2017 through January 25, 2022.

VEHICLE REPLACEMENT LISTING

REPLACEMENT DATES AND COSTS BASED ON ADJUSTED VALUES
ENDING REPLACEMENT DATE: 10/01/2021

This report displays Both Metered and Non-metered Equipment.

DEPARTMENT: 4025 - Water Field Operations

EQUIPMENT	YEAR	MAKE	MODEL	SERIAL	STA	DATE IN SERVICE	POINTS AGE	POINTS MTR	POINTS MNT	POINTS COND	POINTS TOTAL	ADJUSTED REPLACE DATE	ADJUSTED REPL COST
06	2008	FORD	F550 SD	1FDAW56R18ED50950	A	04/11/2008	5.0	4.1	6.6	1.0	16.7	04/12/2017	$63,939
07	2008	FORD	F550 SD	1FDAW56R78ED50953	A	04/25/2008	5.0	4.2	6.5	1.2	16.9	05/12/2017	$63,939
08	2008	FORD	F550 SD	1FDAW56R58ED50952	A	04/18/2008	5.0	4.8	8.2	1.2	19.2	04/12/2017	$63,939
25	2008	FORD	F550 SD	1FDAW56R38ED50951	A	04/25/2008	5.0	4.9	4.3	1.5	15.7	06/12/2017	$64,939

DEPARTMENT 4025 TOTALS: EQUIPMENT COUNT: 4 REPLACEMENT COST TOTAL: $256,756

v09012009.pw

CONTRACT
No. 3921

THIS CONTRACT is executed this 25 day of January, 2017 by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation, hereinafter called the "City", and **BECK AUTO SALES, INC.** hereinafter called the "Contractor",

WITNESSETH: TL

WHEREAS, the City issued RFP No. 0123-16-K M-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for certain light-duty vehicles, including associated accessories and equipment; and,

WHEREAS, on August 19, 2016, the Contractor submitted a certain proposal ("Proposal") in response to that RFP; and,

WHEREAS, the City and the Contractor desire to enter into a contract for the purchase of light-duty vehicles, including associated accessories or equipment, all as more particularly set forth in this Contract; provided, however, that nothing in this Contract shall prevent the City from leasing or purchasing such vehicles from another dealer or manufacturer if the City's opinion, it is in their best interest.

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

SECTION 1.0 Purchase of Vehicles.

1.1 Contractor shall provide such light duty vehicles, including associated accessories and equipment ("Vehicles"), as the City may order from time to time. All Vehicles shall be priced, designed, manufactured, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the Parties unless otherwise stated in this Contract. Each Vehicle shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. If so requested by the City, Contractor shall install or mount, or shall cause its subcontractor to install or mount, associated accessories or equipment. Nothing in this Agreement shall prohibit the City from purchasing or entering into a contract to purchase Vehicles from another dealer or manufacturer if in the opinion of the City such action is in the best interest of the City.

1.1.1 The Contractor and the City Fleet Management Division ("FMD") shall schedule the following meetings with respect to each order received from the City.

(i) A pre-production meeting to completely review the Vehicle specifications prior to commencing assembly or production. At the discretion of the City, this meeting will be held by conference call or on site at either FMD or the Contractor's facilities.

(ii) A second meeting, if required by the City; will be held either by conference call or on site at FMD or the Contractor's facilities, as determined by the City.

(iii) A final review and inspection when each Vehicle is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle and all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at FMD facilities or at the Contractor's facilities. The Contractor shall be responsible for all accessories and equipment installed or provided by the manufacturer, the Contractor, or its subcontractor under this Contract; however, the Contractor will not be responsible for any accessories or equipment that is provided or installed by other City contractors at the direction of the City.

The Contractor shall coordinate arrangements for these meetings with FMD staff at least three (3) weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

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

(i) The specific changes to be made;

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

(iii) Changes in the price of each completed Vehicle and associated accessories.

SECTION 2.0 PURCHASE OF PARTS.

2.1 The Contractor shall provide such parts for all Vehicles as the City may order from time to time. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the FMD facilities on the next business day after placement of the order. Orders received by Contractor after 4:00 p.m. (ET) will be considered as being received on the following business day. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 11.1; provided, however, the Contractor, in such event, shall promptly provide Notice to the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

SECTION 3.0 TERM.

The Term of this Contract shall be a period of five (5) years, commencing on the date executed by the City, unless earlier terminated in accordance with its terms. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the Parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

4.1 Vehicles.

4.1.1 During the Term, the City shall pay the Contractor for each Vehicle ordered and accepted by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:

(i) for the current model year, the initial prices as set forth in the Proposal; or

(ii) for subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer plus two percent (2%).

4.1.2 All prices shall be F.O.B. City of Tallahassee, FMD facilities (400 Dupree Street, Tallahassee, Florida). In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any governmental agency customer. The lowest price shall be based on the total price for each Vehicle, including accessories and equipment. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for each affected Vehicle purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each Vehicle through the date of such notice from the City.

4.2 Parts and Accessories. The Contractor shall sell to the City all parts and accessories or equipment, including OEM parts, at Contractor's cost plus ten percent (10%). The City will maintain a stock of parts and accessories at its FMD facilities to support repair and maintenance of the Vehicles. The Contractor agrees to furnish all parts and accessories ordered by the City under consignment. No later than the tenth day of each month, FMD staff will submit a monthly report to the Contractor identifying the parts and accessories used during the preceding month, and the Contractor shall render an invoice for such parts and accessories to the City. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any other municipal customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within thirty (30) days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and accessories purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or accessories through the date of such notice from the City. Upon expiration or earlier termination of Contract, the City shall either pay for or return to the Contractor all such parts and accessories remaining in stock. The Contractor shall not charge a restocking fee or assess any other charge associated with the returned parts.

4.3 Payment.

4.3.1 All Vehicle prices shall be F.O.B. FMD facilities, 400 Dupree Street, Tallahassee, Florida.

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

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

SECTION 5.0 DELIVERY AND ACCEPTANCE

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

5.2 The Contractor shall, or shall cause the manufacturer to, fully assemble, service, and adjust each Vehicle prior to delivery and shall demonstrate, to the satisfaction of the City, at the time of delivery to the body manufacturer and at final delivery to the City, that each Vehicle meets all applicable specifications and requirements, as set forth in this Contract and as agreed upon by the parties, an all representations of the manufacturer. The delivery schedules shall be agreed upon at the first pre-construction meeting, but shall be subject to change by Contractor. The City will be notified of the need for the adjustment. If the change is not acceptable to the City, the City shall have the right to cancel the affected order, or portion thereof, without penalty or liability of any kind to the Contractor. The Contractor shall be responsible for, and shall bear all risk of loss and damage to each Vehicle until it is delivered to the City at its specified location.

5.3 Delivery of a Vehicle to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle to determine whether it meets all specifications and requirements set forth in this Contract; and, within seven (7) days following delivery, the City shall notify the Contractor, in writing or by verifiable email, of either its final acceptance of each Vehicle or of the failure of such Vehicle to meet such specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon

completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse to accept the affected Vehicle. All adjustments associated with placing a unit in-service will continue to be the responsibility of the Contractor.

5.4 With each Vehicle, the Contractor shall deliver to the City, in an electronic format acceptable to the City, the following:

(i) one (1) copy of the associated technical and service manuals, per model; DVE preferred; and

(ii) one (1) copy of the manufacturer's preventive maintenance schedule; and,

(iii) the manufacturer's statement of origin, title application, and all warranty documents.

5.5 All Vehicles delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATION.

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

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City, its officials or employees, to the extend such claim, suit or proceeding is based on a claim that any cab and chassis and associated accessories or equipment, or any process involved in manufacture of the same, or any parts, or equipment, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The City will not be responsible for any settlement or proceeding

made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Within thirty (30) days following the commencement of the term of this Contract, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

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

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

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

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

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

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* - Workers' Compensation statutory limits as required by

Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 ***Other Insurance Provisions***

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

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

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

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

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

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

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses

arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) *All Coverage*

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

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

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

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

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

7.1.4. ***Acceptability of Insurers***

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

7.1.5. ***Verification of Coverage***

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

of such work at FMD facilities, as directed by the Superintendent. The Contractor shall process all required documentation in conjunction with warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-warranty repairs performed by the Contractor's technician at the direction of the City will be billed to the City at $57.00 per hour. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignments to the technician; however, warranty and non-warranty assignments together shall not exceed 40 hours in any week. Payment by the City will not include vacation time, holidays, sickness, or training to keep skills updated.

SECTION 10.0 MISCELLANEOUS PROVISIONS.

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

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

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

Beck Autos Sales, Inc.
256 Hwy 17 North
Palatka, Florida 32177
Attn: Lisa Man

and to the City as follows:

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

Attn: Fleet Superintendent

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

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

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

10.7 As required by Section 287.133, (2 (a), Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any person must notify the City within thirty (30) days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

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

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor

will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

10.10 The Contractor shall make Vehicles available to other governmental entities on the same terms and conditions as set forth in this Contract; provided, however, that such terms and conditions shall not include Section 4.2 as it relates to consignment of parts and accessories or Section 9.4. Should any such entity purchase Vehicle on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide a credit to the City in the amount of $100.00 per Vehicle. If such credit is not used within six (6) months after being credited to the City, the City shall have the option of receiving payment from the Contractor, as opposed to a credit, in the same amount. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term.

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

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

10.13 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

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

Attest:

By: _____
James O. Cooke, IV
City Treasurer-Clerk

Approved as to form:

By: _____
City Attorney

_____
Witness as to the Contractor
Bradley Sloan

_____
Witness as to the Contractor
Nancy D. Noble

CITY OF TALLAHASSEE

By: _____
Andre Libroth
Manager for Procurement Services

BECK AUTO SALES, INC.

By: _____
PRESTON B. SLOAN, PRESIDENT
(Type or print name and title of signatory)

City of Tallahassee Contract #3921				
RFP # 0123-16-K -RC				
AWARD DATE 11-1-2016				
BUICK	Body			
Buick Cascada	Code			
Cascada - 1SV	4WT67			
Buick Enclave				
Enclave FWD 1 SD Convenience	4R14526			
Enclave AWD 1SL Leather	4V14526			
Buick Encore				
Encore FWD 1SB	4JU76			
Encore AWD 1SB	4JM76			
Encore FWD 1SL	4JV76			
Encore AWD 1SL	4JN76			
Buick Envision				
FWD Preferred	4XR26			
Envision FWD 1SL	4XS26			
Envision AWD 1SD	4XY26			
Envision AWD 1SL Essence	4XZ26			
Envision AWD Premium 1SN	4XT26			
Envision AWD Premium II 1SP	4XU26			
Buick LaCrosse				
LaCrosse FWD 1SV	4ZF79			
LaCrosse FWD 1SB Preferred	4ZB79			
LaCrosse FWD 1SP Premium	4ZC79			
LaCrosse AWD 1SP Premium	4ZG79			
Buick Regal				
Regal FWD 1SV	4GU69			
Regal AWD 1SL	4GC69			

Regal FWD Premium II Group	4GS69			
Regal AWD Premium II Group	4GE69			
Regal FWD 1SX GS	4GJ69			
Regal AWD 1SX GS	4GF69			
Regal FWD Sport Touring	4GV69			
Buick Verano				
Verano 1SV	4GP69			
Verano 1SL Leather Group	4PH69			
CHEVROLET	Body			
Bolt EV	Code			
LT 5 door HB	1FB48			
Premier 5 door HB	1FC48			
Camaro				
Coupe 1LT	1AG37			
Coupe 2LT	1AH37			
Coupe 1SS	1AJ37			
Coupe 2SS	1AK37			
Coupe ZL1	1AL37			
Convertible 1LT	1AG67			
Convertible 2LT	1AH67			
Convertivble 1SS	1AJ67			
Convertivble 2SS	1AK67			
Convertible ZL1	1AL67			
Caprice Police Car				
Caprice Police Sedan	1EW19			
Corvette				
Stingray Coupe 1LT	1YY07			
Singray Convertible 1LT	1YY67			
Singray Coupe w/Z51 1LT	1YX07			
Singray Convertible w/Z51 1LT	1YX67			
Coupe Z06 1LZ	1YZ07			

Convertible Z06 1LZ	1YZ67			
Coupe Grand Sport 1LT	1YW07			
Convertible Grand Sport 1LT	1YW67			
Cruze				
Sedan LS 1SB	1BR69			
Sedan LT 1SD	1BT69			
Sedan Premier	1BS69			
HB LT / 1SD	1BT68			
HB Premier	1BS68			
Impala				
1FL LS	1GX69			
1LT	1GY69			
2LZ Premier	1GZ69			
CHRYSLER	Body			
Chrysler 200	Code			
200 LX	UFCE41			
200 Limited	UFCH41			
200S	UFCL41			
200C	UFCS41			
200S AWD	UFFL41			
200C AWD	UFFS41			
Chrysler 300 Cars				
Limited RWD	LXCH48			
S RWD	LXCL48			
C RWD	LXCS48			
C Platinum RWD	LXCR48			
Limited AWD	LXFH48			
S AWD	LXFL48			
C AWD	LXFS48			
C Platinum AWD	LXFR48			
Pacifica				

Pacifica LX Wagon	RUCL53			
Pacifica Touring Wagon	RUCM53			
Pacifica Touring - L Wagon	RUCH53			
Pacifica Touring - L Plus Wagon	RUCP53			
Pacifica Limited Wagon	RUCT53			
Pacifica Hybrid Premium FWD	RUEH53			
Pacifica Hybrid Platimum FWD	REUS53			
DODGE	Body			
Charger	Code			
SE RWD	LDDM48			
SXT RWD	LDDS48			
R/T RWD	LDDP48			
R/T Scat Pack RWD	LDDR48			
SRT 392 RWD	LDDX48			
SRT Hellcat RWD	LDDT48			
SE AWD	LDEM48			
SXT AWD	LDES48			
Police Charger				
Police RWD	LDDE48			
Police AWD	LDEE48			
Dodge Journey				
SE	JCDH49			
SE AWD	JCEH49			
SXT	JCDE49			
SXT AWD	JCEE49			
Crossroad FWD	JCDR49			
Crossroad AWD	JCER49			
R/T FWD	JCDX49			
R/T AWD	JCEX49			
Durango				
SXT RWD	WDDL75			
Limited RWD	WDDH75			

Citadel RWD	WDDP75			
R/T RWD	WDDS75			
Special Service RWD	WDDE75			
SXT AWD	WDEL75			
Limited AWD	WDEH75			
Citadel AWD	WDEP75			
R/T AWD	WDES75			
Special Service AWD	WDEE75			
Grand Caravan				
AVP/SE	RTKH53			
SXT	RTKM53			
R/T	RTKX53			
RAM	Body			
RAM 1500 2WD Pick - Up Trucks	Code			
Tradesman 4x2 Regular Cab 6'4" Box	DS1L61			
SLT 4x2 Regular Cab 6'4" Box	DS1H61			
Sport 4x2 Regular Cab 6'4" Box	DS1S61			
Tradesman 4x2 Regular Cab 8' Box	DS1L62			
SLT 4x2 Regular Cab 8' Box	DS1H62			
Tradesman 4x2 Quad Cab 6'4" Box	DS1L41			
SLT 4x2 Quad Cab 6'4" Box	DS1H41			
HFE 4x2 Quad Cab 6'4" Box	DS1E41			
Sport 4x2 Quad Cab 6'4" Box	DS1S41			
Laramie 4x2 Quad Cab 6'4" Box	DS1P41			
Tradesman 4x2 Crew Cab 5''7" Box	DS1L98			
SLT 4x2 Crew Cab 5''7" Box	DS1H98			
Sport 4x2 Crew Cab 5''7" Box	DS1S98			
Laramie 4x2 Crew Cab 5'7" Box	DS1P98			
Rebel 4x2 Crew Cab 5''7" Box	DS1X98			
Longhorn 4x2 Crew Cab 5''7" Box	DS1R98			
Tradesman 4x2 Crew Cab 6'4" Box	DS1L91			
SLT 4x2 Crew Cab 6'4" Box	DS1H91			
Sport 4x2 Crew Cab 6'4" Box	DS1S91			
Laramie 4x2 Crew Cab 6'4" Box	DS1P91			

Longhorn 4x2 Crew Cab 6'4" Box	DS1R91			
RAM 1500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 6'4" Box	DS6L61			
SLT 4x4 Regular Cab 6'4" Box	DS6H61			
Sport 4x4 Regular Cab 6'4" Box	DS6S61			
Tradesman 4x4 Regular Cab 8' Box	DS6L62			
SLT 4x4 Regular Cab 8' Box	DS6H62			
Tradesman 4x4 Quad Cab 6'4" Box	DS6L41			
SLT 4x4 Quad Cab 6'4" Box	DS6H41			
Sport 4x4 Quad Cab 6'4" Box	DS6S41			
Laramie 4x4 Quad Cab 6'4" Box	DS6P41			
Tradesman 4x4 Crew Cab 5'7" Box	DS6L98			
SSV 4x4 Crew Cab 5'7" Box	DS6T98			
SLT 4x4 Crew Cab 5'7" Box	DS6H98			
Sport 4x4 Crew Cab 5'7" Box	DS6S98			
Laramie 4x4 Crew Cab 5'7" Box	DS6P98			
Rebel 4x4 Crew Cab 5'7" Box	DS6X98			
Longhorn 4x4 Crew Cab 5'7" Box	DS6R98			
Tradesman 4x4 Crew Cab 6'4" Box	DS6L91			
SLT 4x4 Crew Cab 6'4" Box	DS6H91			
Sport 4x4 Crew Cab 6'4" Box	DS6S91			
Laramie 4x4 Crew Cab 6'4" Box	DS6P91			
Longhorn 4x4 Crew Cab 6'4" Box	DS6R91			
RAM 2500 2WD Pick - Up Trucks				
Tradesman 4x2 Regular Cab 8' Box	DJ2L62			
SLT 4x2 Regular Cab 8' Box	DJ2H62			
Tradesman 4x2 Crew Cab 6'4" Box	DJ2L91			
SLT 4x2 Crew Cab 6'4" Box	DJ2H91			
Laramie 4x2 Crew Cab 6'4" Box	DJ2P91			
Laramie Longhorn 4x2 Crew Cab 6'4" Bo	DJ2R91			
Tradesman 4x2 Crew Cab 8' Box	DJ2L92			
SLT 4x2 Crew Cab 8' Box	DJ2H92			
Laramie 4x2 Crew Cab 8' Box	DJ2P92			
Laramie Longhorn 4x2 Crew Cab 8' Box	DJ2R92			

SLT 4x2 Mega Cab 6'4" Box	DJ2H81			
Laramie 4x2 Mega Cab 6'4" Box	DJ2P81			
Longhorn 4x2 Mega Cab 6'4" Box	DJ2R81			
RAM 2500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 8' Box	DJ7L62			
SLT 4x4 Regular Cab 8' Box	DJ7H62			
Tradesman 4x4 Crew Cab 6'4" Box	DJ7L91			
SLT 4x4 Crew Cab 6'4" Box	DJ7H91			
Laramie 4x4 Crew Cab 6'4" Box	DJ7P91			
Longhorn 4x4 Crew Cab 6'4" Box	DJ7R91			
Tradesman 4x4 Crew Cab 8' Box	DJ7L92			
SLT 4x4 Crew Cab 8' Box	DJ7H92			
Laramie 4x4 Crew Cab 8' Box	DJ7P92			
Longhorn 4x4 Crew Cab 8' Box	DJ7R92			
SLT 4x4 Mega Cab 6'4" Box	DJ7H81			
Laramie 4x4 Mega Cab 6'4" Box	DJ7P81			
Longhorn 4x4 Mega Cab 6'4" Box	DJ7R81			
RAM 3500 2WD Pick - Up Trucks				
Tradesman 4x2 Regular Cab 8' Box	D23L62			
SLT 4x2 Regular Cab 8' Box	D23H62			
Tradesman 4x2 Crew Cab 6'4" Box	D23L91			
SLT 4x2 Crew Cab 6'4" Box	D23H91			
Laramie 4x2 Crew Cab 6'4" Box	D23P91			
Laramie Longhorn 4x2 Crew Cab 6'4" Bo	D23R91			
Tradesman 4x2 Crew Cab 8' Box	D23L92			
SLT 4x2 Crew Cab 8' Box	D23H92			
Laramie 4x2 Crew Cab 8' Box	D23P92			
Laramie Longhorn 4x2 Crew Cab 8' Box	D23R92			
SLT 4x2 Mega Cab 6'4" Box	D23H81			
Laramie 4x2 Mega Cab 6'4" Box	D23P81			
Laramie Longhorn 4x2 Mega Cab 6'4" Bo	D23R81			
RAM 3500 4WD Pick - Up Trucks				
Tradesman 4x4 Regular Cab 8' Box	D28L62			

SLT 4x4 Regular Cab 8' Box	D28H62			
Tradesman 4x4 Crew Cab 6'4" Box	D28L91			
SLT 4x4 Crew Cab 6'4" Box	D28H91			
Laramie 4x4 Crew Cab 6'4" Box	D28P91			
Laramie Longhorn 4x4 Crew Cab 6'4" Bo	D28R91			
Tradesman 4x4 Crew Cab 8' Box	D28L92			
SLT 4x4 Crew Cab 8' Box	D28H92			
Laramie 4x4 Crew Cab 8' Box	D28P92			
Laramie Longhorn 4x4 Crew Cab 8' Box	D28R92			
SLT 4x4 Mega Cab 6'4" Box	D28H81			
Laramie 4x4 Mega Cab 6'4" Box	D28P81			
Laramie Longhorn 4x4 Mega Cab 6'4" Bo	D28R81			
RAM 3500 2WD Chassis Cab				
Tradesman 2WD Regular Cab 143" WB 6	DD3L63			
Tradesman 2WD Regular Cab 167" WB 8	DD3L64			
Tradesman 2WD Crew Cab 172" WB 60"	DD3L93			
Tradesman 2WD Regular Cab 143" WB 6	DF3L63			
Tradesman 2WD Crew Cab 172"WB 60"	DF3L93			
RAM 3500 4WD Chassis Cab				
Tradesman 4WD Regular Cab 143" WB 6	DD8L63			
Tradesman 4WD Regular Cab 167" WB 8	DD8L64			
Tradesman 4WD Crew Cab 172" WB 60"	DD8L93			
Tradesman 4WD Regular Cab 143" WB 6	DF8L63			
Tradesman 4WD Crew Cab 172" WB 60"	DF8L93			
RAM 4500 2WD Chassis Cab				
Tradesman 4x2 Regular Cab 144.5" WB	DP4L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP4L64			
Tradesman 4x2 Regular Cab 192.5" WB	DP4L65			
Tradesman 4x2 Regular Cab 204.5" WB	DP4L66			
Tradesman 4x2 Crew Cab 173.4" WB 60	DP4L93			
Tradesman 4x2 Crew Cab 197.4" WB 84	DP4L94			
RAM 4500 4WD Chassis Cab				

Tradesman 4x4 Regular Cab 144.5" WB	DP9L63			
Tradesman 4x4 Regular Cab 168.5" WB	DP9L64			
Tradesman 4x4 Regular Cab 192.5" WB	DP9L65			
Tradesman 4x4 Regular Cab 204.5" WB	DP9L66			
Tradesman 4x4 Crew Cab 173.4" WB 60	DP9L93			
Tradesman 4x4 Crew Cab 197.4" WB 84	DP9L94			
RAM 5500 2WD Chassis Cab				
Tradesman 4x2 Regular Cab 144.5" WB	DP5L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP5L64			
Tradesman 4x2 Regular Cab 192.5" WB	DP5L65			
Tradesman 4x2 Regular Cab 204.5" WB	DP5L66			
Tradesman 4x2 Crew Cab 173.4" WB 60	DP5L93			
Tradesman 4x2 Crew Cab 197.4" WB 84	DP5L94			
RAM 5500 4WD Chassis Cab				
Tradesman 4x4 Regular Cab 144.5" WB	DP0L63			
Tradesman 4x2 Regular Cab 168.5" WB	DP0L64			
Tradesman 4x4 Regular Cab 192.5" WB	DP0L65			
Tradesman 4x4 Regular Cab 204.5" WB	DP0L66			
Tradesman 4x4 Crew Cab 173.4" WB 60	DP0L93			
Tradesman 4x4 Crew Cab 197.4" WB 84	DP0L94			
ProMaster Chassis Cab Low Roof				
3500 Chassis Cab 136" WB 81" CA	VF3L02			
3500 Chassis Cab 159" WB 104" CA	VF3L04			
3500 Chassis Cab 159" WB 104" CA EXT	VF3L05			
ProMaster Cargo Van Low Roof				
1500 Low Roof 118" WB	VF1L11			
1500 Low Roof 136" WB	VF1L12			
ProMaster Cargo Van High Roof				
1500 High Roof 136" WB	VF1L13			
2500 High Roof 136" WB	VF2L13			
2500 High Roof 159" WB	VF2L16			

3500 High Roof 159" WB	VF3L16			
3500 High Roof 159" WB EXT	VF3L17			
ProMaster City Cargo Van				
Tradesman Van	VMDL51			
Tradesman SLT Van	VMDH51			
ProMaster Window Van				
2500 High Roof 159" WB	VF2L26			
3500 High Roof 159" WB EXT	VF3L27			
ProMaster Cutaway				
3500 Low Roof 136" WB	VF3L32			
3500 Low Roof 159" WB	VF3L34			
3500 Low Roof Extended 159" WB	VF3L35			
ProMaster City Wagon				
Wagon	VMDL51			
Wagon SLT	VMDH51			
FORD	Body			
C - Max Energi	Code			
SE FWD	P5E			
FWD Titanium	P5F			
C-Max Hybrid				
SE FWD	P5A			
Titanium FWD	P5D			
Fiesta				
SE Sedan	P4B			
Titanium Sedan	P4C			
SE Hatch	P4E			
Titanium Hatch	P4F			
ST Hatch	P4G			

Taurus				
SE FWD	P2D			
SLE FWD	P2E			
Limited FWD	P2F			
SLE AWD	P2H			
Limited AWD	P2J			
SHO AWD	P2K			
Focus				
S Sedan	P3E			
SE Sedan	P3F			
SEL Sedan	P3H			
Titanium Sedan	P3J			
SE Hatch	P3K			
SEL Hatch	P3M			
Titanium Hatch	P3N			
ST Hatch	P3L			
Electric Hatch	P3R			
RS Hatch	P3T			
Fusion				
S FWD	P0G			
SE FWD	P0H			
Titanium FWD	P0K			
Platinum FWD	BQB			
SE AWD	P0T			
Titanium AWD	P0D			
Sport AWD	P0V			
Platinum AWD	BQC			
S Hybrid FWD	P0U			
SE Hybrid FWD	P0L			
Titanuim Hybrid FWD	P0R			
Platinum Hybrid FWD	BQD			
Fusion Energi				
SE FWD Plug - In	P0P			

Titanuim FWD Plug - In	P0S			
Platinum FWD Plug - In	BQE			
Mustang				
V6 Fastback	P8A			
EcoBoost Fastback	P8T			
GT Fastback	P8C			
V6 Converible	P8E			
Ecoboost Premium Converible	P8U			
GT Premium Converible	P8F			
Police Interceptor Sedan				
FWD	P2L			
AWD	P2M			
Flex FWD				
SE FWD	K5B			
SEL FWD	K5C			
Limited FWD	K5D			
Flex AWD				
SEL AWD	K6C			
Limited AWD	K6D			
Escape FWD				
S FWD	U0F			
SE FWD	U0G			
Titanium FWD	U0J			
Escape 4x4				
SE 4x4	U9G			
Titanium 4x4	U9J			
Edge FWD				
SE FWD	K3G			
SLE FWD	K3J			
Titanium FWD	K3K			
Edge AWD				

SE AWD	K4G			
SLE AWD	K4J			
Titanium AWD	K4K			
Sport AWD	K4A			
Explorer FWD				
Base FWD	K7B			
XLT FWD	K7D			
Limited FWD	K7F			
Explorer 4WD				
Base 4WD	K8B			
XLT 4WD	K8D			
Limited 4WD	K8F			
Sport 4WD	K8G			
Platinum 4WD	K8H			
Expedition 4x2				
XL 4x2	U1F			
XLT 4x2	U1H			
Limited 4x2	U1K			
Platinum 4x2	U1L			
Expedition 4x4				
XL 4x4	U1G			
XLT 4x4	U1J			
Limited 4x4	U2A			
Platinum 4x4	U1M			
Expedition EL 4x2				
XL 4x2	K1F			
XLT 4x2	K1H			
Limited 4x2	K1K			
Platinum 4x2	K1L			
Expedition EL 4x4				
XL 4x4	K1G			
XLT 4x4	K1J			
Limited 4x4	K2A			

Platinum 4x4	K1M			
Police Interceptor Utility				
AWD 4dr	K8A			
Transit Connect Van SWB				
XL SWB w/Rear Symmetrical Doors	S6E			
XL SWB w/ Rear Liftgate	E6E			
XLT SWB w/Rear Symmetrical Doors	S6F			
XLT SWB w/ Rear Liftgate	E6F			
Transit Connect Van LWB				
XL LWB w/Rear Symmetrical Doors	S7E			
XL LWB w/ Rear Liftgate	E7E			
XLT LWB w/Rear Symmetrical Doors	S7F			
XLT LWB w/ Rear Liftgate	E7F			
Transit Connect Wagon				
XL LWB w/Rear Symmetrical Doors	S9E			
XL LWB w/Rear Liftgate	E9E			
XLT SWB w/ Rear Symmetrical Doors	S8F			
XLT SWB w/ Rear Liftgate	E8F			
XLT LWB w/ Rear Symmetrical Doors	S9F			
XLT LWB w/ Rear Liftgate	E9F			
Titanium SWB w/ Rear Liftgate	E8G			
Titanium LWB w/ Rear Liftgate	E9G			
Transit Van (Full Size)				
T - 150 130" WB Low Roof 8600 GVWR S	E1Z			
T - 150 130" WB Low Roof 8600 GVWR S	E1Y			
T - 150 130" WB Medium Roof 8600 GV	E1C			
T - 150 130" WB Medium Roof 8600 GV	E1D			
T - 150 148" WB Low Roof 8600 GVWR S	E9Z			
T - 150 148" WB Low Roof 8600 GVWR S	E2Y			
T - 150 148" WB Meduim Roof 8600 GV	E2C			
T - 150 148" WB Medium Roof 8600 GV	E2D			

T - 250 130" WB Low Roof 9000 GVWR S	R1Z			
T - 250 130" WB Low Roof 9000 GVWR S	R1Y			
T - 250 130" WB Medium Roof 9000 GV	R1C			
T - 250 130" WB Medium Roof 9000 GV	R1D			
T - 250 148" WB Low Roof 9000 GVWR S	R2Z			
T -250 148" WB Low Roof 9000 GVWR S	R2Y			
T - 250 148" WB Medium Roof 9000 GV	R2C			
T - 250 148" WB Medium Roof 9000 GV	R2D			
T - 250 148" WB High Roof 9000 GVWR	R2X			
T - 250 148" WB High Roof 9000 GVWR	R2U			
T - 250 148" WB EL High Roof 9000 GVW	R3X			
T - 250 148" WB EL High Roof 9000 GVW	R3U			
T - 350 130" WB Medium Roof 9500 GV	W9C			
T - 350 130" WB Low Roof 9500 GVWR S	W1Z			
T - 350 130" WB Low Roof 9500 GVWR S	W1Y			
T - 350 130" WB Medium Roof 9500 GV	W1D			
T - 350 148" WB Low Roof 9500 GVWR S	W2Z			
T - 350 148" WB Low Roof 9500 GVWR S	W2Y			
T - 350 148" WB Medium Roof 9500 GV	W2C			
T - 350 148" WB Medium Roof 9500 GV	W2D			
T - 350 148" WB High Roof 9500 GVWR	W2X			
T - 350 148" WB High Roof 9500 GVWR	W2U			
T - 350 148" WB EL High Roof 9500 GVW	W3X			
T - 350 HD 148" WB EL High Roof 9950 G	F4X			
T - 350 HD 148" WB EL High Roof 10360	S4X			
T - 350 148" WB EL High Roof 9500 GVW	W3U			
T - 350 HD 148" WB EL High 9950 GVWF	F4U			
T - 350 HD 148" WB El HIgh 10360 GVW	S4U			
Transit Wagon				
T - 150 130" WB Low Roof XL Swing - Ou	K1Z			
T - 150 130" WB Low rRoof XL Sliding RH	K1Y			
T - 150 130" WB Medium Roof XL Sliding	K1C			
T - 350 148" WB Low Roof XL Swing - Ou	X2Z			
T - 350 148" WB Low Roof XL Sliding RH	X2Y			

T - 350 148" WB Medium Roof XL Sliding	X2C			
T - 350 148" WB High Roof XL Sliding RH	X2X			
T - 350 148" WB EL High Roof XL Sliding	U4X			
Transit Cutaway				
T - 250 SRW 138" WB 9000 GVWR	R5P			
T - 250 SRW 156" WB 9000 GVWR	R7P			
T - 350 SRW 138" WB 9500 GVWR	W5P			
T - 350 SRW 156" WB 9500 GVWR	W7P			
T - 350 DRW 138" WB 9950 GVWR	F6P			
T - 350 DRW 138" WB 10360 GVWR	S6P			
T - 350 DRW 156" WB 9950 GVWR	F8P			
T - 350 DRW 156" WB 10360 GVWR	S8P			
T - 350 DRW 178" WB 9950 GVWR	F9P			
T - 350 DRW 178" WB 10360 GVWR	S9P			
Transit Chassis Cab				
T - 250 SRW 138" WB 9000 GVWR	R5Z			
T - 250 SRW 156" WB 9000 GVWR	R7Z			
T - 350 SRW 138" WB 9500 GVWR	W5Z			
T - 350 SRW 156" WB 9500 GVWR	W7Z			
T - 350 DRW 138" WB 9950 GVWR	F6Z			
T - 350 DRW 138" WB 10360 GVWR	S6Z			
T - 350 DRW 156" WB 9950 GVWR	F8Z			
T - 350 DRW 156" WB 10360 GVWR	S8Z			
T - 350 DRW 178" WB 9950 GVWR	F9Z			
T - 350 DRW 178" WB 10360 GVWR	S9Z			
E - Series Cutaway				
E - 350 SRW 138" WB	E3F			
E - 450 DRW 158" WB	E4F			
Stripped Chassis				
E - Series E - 350 138" WB	E3K			

E - Series E - 450 158" WB	E4K			
F - 53 Motorhome Stripped Chassis	F5D			
F - 59 Commercial Stripped Chassis	F5K			
F - 150 Pick Up Trucks				
XL 2WD Regular Cab 6.5' Box	F1C			
XL 2WD Super Cab 6.5' Box	X1C			
XL 2WD Super Crew 5.5' Box	W1C			
XL 4WD Regular Cab 6.5' Box	F1E			
XL 4WD Super Cab 6.5' Box	X1E			
XL 4WD Super Crew 5.5' Box	W1E			
Raptor 4WD Super Crew 5.5' Box	W1R			
Raptor 4WD Super Cab 5.5' Box	X1R			
F - 250 Super Duty Trucks				
XL 2WD Regular Cab 8' Box	F2A			
XL 2WD Super Cab 6.75' Box	X2A			
XL 2WD Crew Cab 6.75' Box	W2A			
XL 4WD Regular Cab 8' Box	F2B			
XL 4WD Super Cab 6.75' Box	X2B			
XL 4WD Crew Cab 6.75' Box	W2B			
F - 350 Super Duty Trucks				
XL 2WD Regular Cab 8' Box SRW	F3A			
XL 2WD Super Cab 6.75' Box SRW	X3A			
XL 2WD Crew Cab 6.75' Box SRW	W3A			
XL 4WD Regular Cab 8' Box SRW	F3B			
XL 4WD Super Cab 6.75' Box SRW	X3B			
XL 4WD Crew Cab 6.75' Box SRW	W3B			
XL 2WD Regular Cab 8' Box DRW	F3C			
XL 2WD Super Cab 8' Box DRW	X3C			
XL 2WD Crew Cab 8' Box DRW	W3C			

XL 4WD Regular Cab 8' Box DRW	F3D			
XL 4WD Super Cab 8' Box DRW	X3D			
XL 4WD Crew Cab 8' Box DRW	W3D			
F - 450 DRW Super Duty Trucks				
XL 4WD Crew Cab 8' Box	W4D			
F - 350 Chassis Cab Super Duty SRW				
XL 2WD Regular Cab 145" WB 60" CA	F3E			
XL 2WD Super Cab 168" WB 60" CA	X3E			
XL 2WD Crew Cab 179" WB 60" CA	W3E			
XL 4WD Regular Cab 145" WB 60" CA	F3F			
XL 4WD Super Cab 168" WB 60" CA	X3F			
XL 4WD Crew Cab 179" WB 60" CA	W3F			
F - 350 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F3G			
XL 2WD Super Cab 168" WB 60" CA	X3G			
XL 2WD Crew Cab 179" WB 60" CA	W3G			
XL 4WD Regular Cab 145" WB 60" CA	F3H			
XL 4WD Super Cab 168" WB 60" CA	X3H			
XL 4WD Crew Cab 179" WB 60" CA	W3H			
F - 450 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F4G			
XL 2WD Super Cab 168" WB 60" CA	X4G			
XL 2WD Crew Cab 179" WB 60" CA	W4G			
XL 4WD Regular Cab 145" WB 60" CA	F4H			
XL 4WD Super Cab 168" WB 60" CA	X4H			
XL 4WD Crew Cab 179" WB 60" CA	W4H			
F - 550 Chassis Cab Super Duty DRW				
XL 2WD Regular Cab 145" WB 60" CA	F5G			
XL 2WD Super Cab 168" WB 60" CA	X5G			
XL 2WD Crew Cab 179" WB 60" CA	W5G			
XL 4WD Regular Cab 145" WB 60" CA	F5H			

XL 4WD Super Cab 168" WB 60" CA	X5H		
XL 4WD Crew Cab 179" WB 60" CA	W5H		
MEDIUM DUTY			
F650	F6A	X6A	W6A
	F6B	X6B	W6B
	F6C	X6D	W6D
	F6D	X6E	W6E
	F6E	X6T	W6T
	F6T		
F750	F7A	X7A	W7A
	F7D	X7D	W7D
	F7T	X7T	W7T
LINCOLN	Body		
MKT	Code		
3.7L FWD	J5F		
3.7L AWD w/Limo PKG	J5L		
3.7L AWD w/Livery PKG	J5N		
3.5L AWD Elite	J5A		
MKX			
Premiere FWD	J6J		
Select FWD	L6K		
Revserve FWD	J6L		
Black Label FWD	J7J		
Premiere AWD	J8J		
Select AWD	J8K		
Revserve AWD	J8L		
Black Label AWD	J9J		
Lincoln Continental			
Continental Premiere FWD	L9P		
Continental Livery FWD	L9U		
Continental Select FWD	L9S		

Continental Reserve FWD	L9R			
Continental Premiere AWD	L9V			
Continental Livery AWD	L9H			
Continental Select AWD	L9T			
Continental Reserve AWD	L9N			
MKC				
MKC 4dr Premier FWD	J1C			
MKC 4dr Select FWD	J2C			
MKC 4dr Reserve FWD	J3C			
MKC 4dr Black Label FWD	J4C			
MKC 4dr Premier AWD	J1D			
MKC 4dr Select AWD	J2D			
MKC 4dr Reserve AWD	J3D			
MKC 4dr Black Label AWD	J4D			
MKZ				
Premiere FWD	L5A			
Hybrid Premiere FWD	L5K			
Select FWD	L5C			
Hybrid Select FWD	L5L			
Reserve FWD	L5E			
Hybrid Reserve FWD	L5M			
Premiere AWD	L5B			
Select AWD	L5D			
Reserve AWD	L5F			
Navigator				
Select 2WD	L2H			
Reserve 2WD	J2K			
Select 4WD	J2J			
Reserve 4WD	J2L			

Navigator L				
Select 2WD	J3H			
Reserve 2WD	J3K			
Select 4WD	J3J			
Reserve 4WD	J3L			
GMC	Body			
Acadia	Code			
SLE FWD	TNB26			
SLE FWD	TNC26			
SLT FWD	TND26			
SLT FWD	TNE26			
Denali FWD	TNF26			
SLE AWD	TNJ26			
SLE AWD	TNK26			
SLT AWD	TNL26			
SLT AWD	TNM26			
Denali AWD	TNN26			
Acadia Limited				
Limited FWD	TR14526			
Limited AWD	TV14526			
Terrain				
SLE FWD	TLF26			
SLE FWD	TLH26			
SLT FWD	TLJ26			
SLE AWD	TLG26			
SLE AWD	TLK26			
SLT AWD	TLM26			
Yukon				
SLE 2WD	TC15706			
SLE 4WD	TK15706			

Yukon XL				
SLE 2WD	TC15906			
SLE 4WD	TK15906			
Canyon				
Ext Cab 128.3" 2WD (2VL)	T2M53			
Ext Cab 128.3" 2WD SLE (2LE)	T2N53			
Ext Cab 128.3" 2WD SLT (2LT)	T2P53			
Crew Cab 128.3" 2WD (2VL)	T2M43			
Crew Cab 128.3" 2WD SLE (2LE)	T2N43			
Crew Cab 128.3" 2WD SLT (2LT)	T2P43			
Crew Cab 140.5" 2WD	T2T43			
Crew Cab 140.5" 2WD SLE	T2U43			
Crew Cab 140.5" 2WD SLT	T2V43			
Sierra 1500 Light Duty Pickup				
2WD Base Regular Cab 119.0" WB	TC15703			
2WD Base Regular Cab 133.0" WB	TC15903			
2WD Base Double Cab 143.5"WB	TC15753			
2WD Base Crew Cab 143.5" WB	TC15543			
2WD Base Crew Cab 153.0" WB	TC15743			
4WD Base Regular Cab 119.0" WB	TK15703			
4WD Base Regular Cab 133.0" WB	TK15903			
4WD Base Double Cab 143.5" WB	TK15753			
4WD Base Crew Cab 143.5" WB	TK15543			
4WD Base Crew Cab 153.0" WB	TK15743			
Sierra 2500 Heavy Duty				
2WD Base Regular Cab 133.6" WB	TC25903			
2WD Base Double Cab 144.2"	TC25753			
2WD Base Double Cab 158.1" WB	TC25953			
2WD Base Crew Cab 153.7" WB	TC25743			
2WD Base Crew Cab 167.7" WB	TC25943			

4WD Base Regular Cab 133.6" WB	TK25903			
4WD Base Double Cab 144.2" WB	TK25753			
4WD Base Double Cab 158.1" WB	TK25953			
4WD Base Crew Cab 153.7" WB	TK25743			
4WD Base Crew Cab 167.7" WB	TK25943			
Sierra 3500 Heavy Duty				
2WD Base Regular Cab 133.6" WB	TC35903			
2WD Base Double Cab 158.1" WB	TC35953			
2WD Base Crew Cab 153.7" WB	TC35743			
2WD Base Crew Cab 167.7" WB	TC35943			
4WD Base Regular Cab 133.6" WB	TK35903			
4WD Base Double Cab 158.1" WB	TK35953			
4WD Base Crew Cab 153.7" WB	TK35743			
4WD Base Crew Cab 167.7" WB	TK35943			
Sierra 3500 HD Chassis Cabs				
2WD Base Regular Cab 137.5" WB 59.06	TC36003			
2WD Base Regular Cab 162" WB 83.58"	TC36403			
2WD Base Crew Cab 171.5" WB 59.06"C	TC36043			
4WD Base Regular Cab 137.5" WB 59.06	TK36003			
4WD Base Regular Cab 162" WB 83.58"	TK36403			
4WD Base Crew Cab 171.5" WB 59.06" C	TK36043			
Savana Passenger Van				
LS 2500 RWD 135" WB	TG23406			
LS 3500 RWD 135" WB	TG33406			
LS 3500 RWD 155" WB	TG33706			
Savana Commercial Cutaway Van				
3500 Base 1WT 139" WB	TG33503			
3500 Base 1WT 159" WB	TG33803			
3500 Base 1WT 177" WB	TG33903			

Savana Cargo Van				
2500 Base 1WT RWD 135" WB	TG23405			
2500 Base 1WT RWD 155" WB	TG23705			
3500 Base 1WT RWD 135" WB	TG33405			
3500 Base 1WT RWD 155" WB	TG33705			
JEEP	Body			
Jeep Compass	Code			
Sport FWD *	MKTE49			
Latitude FWD	MKTM49			
Sport 4X4 *	MKJE49			
Latitude 4X4	MKJM49			
Jeep Patroit				
Sport FWD *	MKTE74			
Latitude FWD *	MKTM74			
Sport 4X4 *	MKJE74			
Latitude 4X4	MKJM74			
Jeep Cherokee				
Sport FWD	KLTL74			
Latitude FWD	KLTM74			
Limited FWD	KLTP74			
Overland FWD	KLTS74			
Sport 4X4	KLJL74			
Latitude 4X4	KLJM74			
Limited 4X4	KLJP74			
Trailhawk 4X4	KLJH74			
Overland 4X4	KLJS74			
Jeep Grand Cherokee				
Laredo 4X2	WKTH74			
Limited 4X2	WKTP74			
Overland 4X2	WKTS74			
Summit 4X2	WKTT74			

Laredo 4X4	WKJH74			
Limited 4X4	WKJP74			
Trailhawk 4x4	WKJR74			
Overland 4X4	WKJS74			
Summit 4X4	WKJT74			
SRT 4x4	WKJX74			
Jeep Renegade				
Sport FWD *	BUTL74			
Latitude FWD *	BUTM74			
Limited FWD	BUTP74			
Sport 4x4	BUJL74			
Latitude 4x4 *	BUJM74			
Trailhawk 4x4	BUJH74			
Limited 4x4	BUJP74			
Jeep Wrangler				
Sport 4X4 *	JKJL72			
Sahara 4X4 *	JKJP72			
Rubicon 4X4 *	JKJS72			
Jeep Wrangler Unlimited				
Sahara 4X4 *	JKJP74			
Rubicon 4X4 *	JKJS74			
Sport 4X4 (RHD)	JKUM74			
NISSAN	Body			
Nissan Leaf	Code			
S Hatchback	17017			
SL Hatchback	17217			
SV Hatchback	17117			
Nissan Versa Sedan				
SV CVT	11217			

SL CVT	11317			
Versa Note				
SV CVT	11617			
SR CVT	11717			
SL CVT	11817			
Sentra				
S CVT	12017			
SR Turbo CVT	12417			
SV CVT	12117			
SR CVT	12217			
NISMO CVT	12517			
SL CVT	12317			
Altima				
2.5 liter I4 CVT	13017			
S 2.5 liter I4 CVT	13117			
SR 2.5 liter I4 CVT	13217			
SV 2.5 liter I4 CVT	13317			
SL 2.5 liter I4 CVT	13417			
SR 3.5 liter V6 CVT	13517			
SL 3.5 liter V6 CVT	13617			
Maxima				
S 3.5L V6 CVT	16117			
SV 3.5L V6 CVT	16217			
SL 3.5L V6 CVT	16317			
SR 3.5L V6 CVT	16417			
Platinum 3.5L V6 CVT	16517			
Juke				
S FWD	21117			
SV FWD	21317			
SL FWD	21517			
S AWD	21017			

SV AWD	21217			
SL AWD	21417			
NISMO AWD	21617			
NISMO RS AWD	21817			
Armada				
SV 4x2	26117			
SL 4x2	26317			
Plantinum 4x2	26517			
SV 4x4	26217			
SL 4x4	26417			
Plantinum 4x4	26617			
Rogue				
S FWD	22117			
SV FWD	22317			
SL FWD	22517			
SV Hybrid FWD	22717			
SL Hybrid FWD	22917			
S AWD	22217			
SV AWD	22417			
SL AWD	22617			
SV Hybrid AWD	22817			
SL Hybrid AWD	22017			
Murano				
2017.5 S FWD	24117			
2017.5 SV FWD	24317			
2017.5 SL FWD	24517			
2017.5 Platinum FWD	24717			
S FWD	23117			
SV FWD	23317			
SL FWD	23517			
Platinum FWD	23717			

2017.5 S AWD	24017			
2017.5 SV AWD	24217			
2017.5 SL AWD	24417			
2017.5 Platinum AWD	24617			
S AWD	23017			
SV AWD	23217			
SL AWD	23417			
Platinum AWD	23617			
Pathfinder				
S FWD	25117			
SV FWD	25317			
SL FWD	25517			
Platinum FWD	25717			
S 4X4	25017			
SV 4X4	25217			
SL 4X4	25417			
Platinum 4X4	25617			
Quest				
S CVT	44117			
SV CVT	44217			
SL CVT	44317			
Platinum CVT	44417			
Frontier King Cab				
SV 4X2	31317			
SV V6 4X2	31517			
SV V6 4X4	31217			
PRO-4X 4X4	31417			
Desert Runner 4X2	31717			
Frontier Crew Cab				
SV 4x2	32317			
Desert Runner 4x2	32517			
SV LWB 4x2	33117			

SL 4x2	32717			
SL 4x4	32617			
SV 4X4	32217			
SV LWB 4x4	33217			
Pro-4X 4x4	32417			
SL LWB 4x4	33417			
Titan 4x2				
S Crew Cab 4x2	38117			
SV Crew Cab 4x2	38317			
SL Crew Cab	38517			
Platinum Reserve Crew Cab 4x2	38717			
S King Cab 4X2	37117			
SV King Cab 4X2	37317			
Titan 4x4				
S Crew Cab 4x4	38017			
SV Crew Cab 4x4	38217			
Pro-4X Crew Cab 4x4	38417			
SL Crew Cab 4x4	38617			
Platinum Reserve Crew Cab 4x4	38817			
S King Cab 4X4	37017			
SV King Cab 4X4	37217			
Pro-4X King Cab 4x4	37417			
Titan XD Gas Single Cab				
S 4x2	54117			
SV 4x2	54317			
S 4x4	54017			
SV 4x4	54217			
Titan XD Diesel Single Cab				
S 4x2	51117			
SV 4x2	51317			
S 4x4	51017			
SV 4x4	51217			

Titan XD Gas Crew Cab				
S 4x2	53117			
SV 4x2	53317			
SL 4x2	53517			
Platinum Reserve 4x2	53717			
S 4x4	53017			
SV 4x4	53217			
PRO-4X 4x4	53417			
SL 4x4	53617			
Platinum Reserve 4x4	53817			
Titan XD Diesel Crew Cab				
S 4x2	56117			
SV 4x2	56317			
SL 4x2	56517			
Platinum Reserve 4x2	56717			
S 4x4	56017			
SV 4x4	56217			
PRO-4X 4x4	56417			
SL 4x4	56617			
Platinum Reserve 4x4	56817			
Titan XD Gas King Cab				
S 4x2	52017			
SV 4x2	52317			
S 4x4	52117			
SV 4x4	52217			
PRO - 4X 4x4	52417			
Titan XD Diesel King Cab				
S 4x2	55017			
SV 4x2	55317			
S 4x4	55117			
SV 4x4	55217			
PRO-4X 4x4	55417			

NISSAN COMMERCIAL	Body		
Nissan Commercial Vehicles	Code		
NV 200 Taxi			
NV 200 Taxi I4	67017		
NV 200 Compact Cargo			
NV 200 SV 2.0L I4 CVT	67217		
NV Cargo - Standard Roof			
NV Cargo 1500 Standard Roof S 4.0L V6	60117		
NV Cargo 1500 Standard Roof SV 4.0L V	60217		
NV Cargo 2500 Standard Roof S 4.0L V6	61117		
NV Cargo 2500 Standard Roof SV 4.0L V	61217		
NV Cargo 2500 Standard Roof SL 4.0L V6	61317		
NV Cargo 2500 Standard Roof S 5.6L V8	61417		
NV Cargo 2500 Standard Roof SV 5.6L V	61517		
NV Cargo 2500 Standard Roof SL 5.6L V8	61617		
NV Cargo 3500 Standard Roof S 5.6L V8	61717		
NV Cargo 3500 Standard Roof SV 5.6L V	61817		
NV Cargo 3500 Standard Roof SL 5.6L V8	61917		
NV Cargo - High Roof			
NV 2500 High Roof S 4.0L V6 A/T	62117		
NV 2500 High Roof SV 4.0L V6 A/T	62217		
NV 2500 High Roof SL 4.0L V6 A/T	62317		
NV 2500 High Roof S 5.6L V8 A/T	62417		
NV 2500 High Roof SV 5.6L V8 A/T	62517		
NV 2500 High Roof SL 5.6L V8 A/T	62617		
NV 3500 High Roof S 5.6L V8 A/T	62717		
NV 3500 High Roof SV 5.6L V8 A/T	62817		
NV 3500 High Roof SL 5.6L V8 A/T	62917		

NV Passenger V6				
S V6	65117			
SV V6	65217			
NV Passenger V8				
S V8	65317			
SV V8	65417			
SL V8	65517			
Gem Passenger Vehicles (eletric)				
GEM e-2				
GEM E-4				
GEM E-6				
Utility Vehicle (Electric)				
GEM eL XD				
GEM eM 1400				
GEM eM 1400 LSV				
Polaris Gas				
Polaris M 1400 (gas)				

QUOTE

BECK AUTO GROUP

436 Hwy 17, Palatka, FL 32217

DATE: April 12, 2017

To: Tony Jones
City of Cocoa

CITY OF TALLAHASSEE VEHICLE CONTRACT #3921	AMOUNT
2017 Ford F550 Crew Cab 4x2 84"CA	**$ 40,304.00**
All Weather Floor Mats	$ 250.00
6.8lt V10 gas engine 7 speed HD transmission	
LX package - PW Window Doors lock	
Subtotal	**$ 40,554.00**
AFTERMARKET	
Knaphide 11" Service Body, Compartment Lights, Master Lock System	$ 7,384.25
utilities AMR roadside work package	
Knaphide Headach Rack with Whelen Ion T Clear Amber 4 Corner Strobe Lights	$ 1,917.24
Liftgate 1600# Tommygate	$ 2,799.00
Class V Hitch - with HD PROFILE	$ 450.00
Backup Camera	$ 545.00
Subtotal	**$ 53,649.49**
PRICE CONCESSION	$ (4,600.00)
TALLAHASSEE PIGGY BACK FEE	$ 100.00
Contract negotiated dealer Markup	$ 1,072.99
PURCHASE PRICE FOR VEHCILE	**$ 50,222.48**
Freight	***$ 150.00***
SUBTOTAL	**$ 50,372.48**
TAX RATE	
SALES TAX	-
OTHER	
TOTAL	**$ 50,372.48**

Customers Approval for above work:_____

THANK YOU FOR YOUR BUSINESS!

Fleet Maintenance
301 Shearer Blvd. I Cocoa, FL 32922
Phone: (321) 433-8766 I Fax: (321) 433-8768

INTEROFFICE MEMO

TO: John (Jack) Walsh, P.E. Utilities Director
FROM: Tony Jones, Fleet Manager
DATE: March 1, 2017
SUBJECT: **WFO, Crew Trucks**

Jack, as you are aware I have some ongoing concerns with the Water Field Operations Crew Trucks. I have been tracking an escalation in major repair cost and truck downtime across the Fleet of 6 Crew Trucks. The crew trucks are the workhorse for the WFO Maintenance Teams they are the main source of transportation for daily maintenance and repair operations across the 260 square miles of the Utilities System. As you know 3 of the 6 crew truck were scheduled for replacement in the FY-2016 vehicle CIP but were deferred until 2018, this deferment carried consequences that I did not expect. This escalation in repair cost is directly related to Power Stroke Diesel engine platform, the added emission system of the power plant has proven to make the 6.0 & 6.4 diesel engine unreliable compared to the 7.3 and 6.7 diesel engine. This coupled with heavy use, high idle times and intercity operation has made the trucks repair cost double in the last 18 months below is a summary of the maintenance and repair cost. The repair cost are up an average of 31.2% in the past 18 this is 48% higher in comparison of previous 18 months below is a summary of life to date vehicle miles, hours, maintenance and repair cost.

VEHICLE HISTORY COST LIFE TO DATE

4025 - WFO Utility Crew Trucks

					M & R			
VEH#	YR, Make Model	ENG	MILES	HOURS	MAINT$	REPAIR$	REP.$ LATE FY-16 & 17	UP%
06	2008 FORD F450	DIE	125,752	17,523	$7,510	$36,667	$6,915	19%
07	2008 FORD F450	DIE	119,852	14,123	$6,089	$33,326	$8,862	27%
08	2008 FORD F450	DIE	133,379	18,051	$9,063	$30,329	$10,489	35%
25	2008 FORD F450	DIE	125,077	16,142	$4,666	$45,975	$17,912	39%
188	2011 FORD F550	DIE	98,354	9,892	$3,546	$39,587	$16,912	43%
189	2011 FORD F550	DIE	95,852	9,523	$3,384	$23,938	$5,491	23%

Distinct Count of Equipment: 6

I have reviewed the repairs conducted the repairs are major drivetrain components this was not expected. The trucks are in the shop weekly the cycle is not slowing as anticipated. The total repairs are now over 50% of the cost of a new vehicle across all 6 Trucks seeing the higher downtimes and requirements for WFO Operations as the Fleet Manager I must recommend the following;

If funding is available replace 3 to 4 of the Utilities Crew trucks this fiscal year. I have source replacement vehicles, cost and availability.

I am changing the powertrain platform specifications to a more robust powertrain switching from the diesel engine found in the Class 3 thru 6 trucks to a large displacement Gasoline engine. What is lost in fuel economy will be gain back in a more reliably platform with less emission requirement and lower overall cost of ownership cost compared to the current light to medium duty diesel engine.

The new specification will factor in additional WFO options and equipment needs and improved functionality over the current crew truck platform configuration at the same time saving money in the overall truck purchase.

Here are the price quotes for the Trucks

2017 Ford F550 Crew Cab with 11ft Service Body w/universal locking system total cost with all options and equipment;

- $53,916 EA
- Replacing 3 Trucks $161,748
- Replacing 4 Trucks $215,664

The trucks would be available 60 - 90days after recite of purchase order.

If you have any questions please contact me directly.

Tony Jones, Fleet Manager

Beck Ford Lincoln
420 N. Palm Ave., Palatka, Florida, 321772508
Office: 386-328-8881

2017 F-550 Chassis, SD Crew Cab
4x2 SD Crew Cab 203" WB DRW XL(W5G)
Price Level: 755 **Quote ID:** Cocoa550

Selected Options

Code	Description	MSRP
Base Vehicle		
W5G	Base Vehicle Price (W5G)	$41,990.00
Packages		
660A	Order Code 660A	N/C
	Includes: *- Engine: 6.8L 3-Valve SOHC EFI NA V10* *Includes CNG/Propane gaseous engine prep, hardened engine intake and valve seats. This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide.* *- Transmission: TorqShift 6-Speed Automatic (6R140)* *Includes SelectShift.* *- 4.88 Axle Ratio* *- GVWR: 18,000 lbs Payload Package* *- Tires: 225/70Rx19.5G BSW AS* *- Wheels: 19.5" Argent Painted Steel* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder, storage and driver's side manual lumbar.* *- Radio: AM/FM Stereo* *Includes 6 speakers.*	
Powertrain		
99Y	Engine: 6.8L 3-Valve SOHC EFI NA V10	Included
	Includes CNG/Propane gaseous engine prep, hardened engine intake and valve seats. This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide.	
44P	Transmission: TorqShift 6-Speed Automatic (6R140)	Included
	Includes SelectShift.	
X48	4.88 Axle Ratio	Included
STDGV	GVWR: 18,000 lbs Payload Package	Included
Wheels & Tires		
TFB	Tires: 225/70Rx19.5G BSW AS	Included
64Z	Wheels: 19.5" Argent Painted Steel	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
	Includes center armrest, cupholder, storage and driver's side manual lumbar.	
Other Options		
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Tony Jones, City of Cocoa
By: john rossodivito **Date:** 04/10/2017

Selected Options (cont'd)

Code	Description	MSRP
90L	Power Equipment Group	$1,125.00
	Deletes passenger side lock cylinder. Includes upgraded door-trim panel. *Includes:* *- Accessory Delay* *- Trailer Tow Mirrors w/Power Heated Glass* *Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.* *- MyKey* *Includes owner controls feature.* *- Perimeter Anti-Theft Alarm* *- Power Front & Rear Side Windows* *Includes 1-touch up/down driver/passenger window.* *- Power Locks* *- Remote Keyless Entry* *- SecuriLock Passive Anti-Theft System (PATS)*	
52B	Trailer Brake Controller	$270.00
	Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.	
18B	Platform Running Boards	$445.00
STDRD	Radio: AM/FM Stereo	Included
	Includes 6 speakers.	
76C	Exterior Backup Alarm (Pre-Installed)	$140.00
	Custom accessory.	
Fleet Options		
FLADCR	Fleet Advertising Credit	$0.00
Emissions		
425	50-State Emissions System	STD
Interior Colors		
AS_04	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C

SUBTOTAL	$43,970.00
Destination Charge	$1,295.00
TOTAL	$45,265.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4025 | DATE PREPARED: 04/12/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 201,492)	421-4025-536.46-00		Repairs and Maintenance	$ 4,422,436	$ 4,143,674	$ 3,942,182	$ 1,641,380
$ 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
($ 201,492)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 201,492	421-4025-536.64-00		Machinery & Equipment	$ 418,874	$ 418,874	$ 620,366	$ 243,728
$ 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
$ 201,492	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Approve a budget transfer for the purchase of four (4) 2017 Ford F550 Crew Cab utility body trucks. These crew trucks are the workhorse for the Water Field Operations Maintenance Teams. The trucks are the main transportation for daily maintenance and repair operations across the 260 square miles of the water utilities system. Due to this, Fleet Maintenance has requested the replacement of these trucks this fiscal year. This item will be sent for City Council approval at the April 25, 2017 meeting, file #17-169.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* 2017-43

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.

4/12/17	Melinda Keesee Digitally signed by Melinda Keesee Date: 2017.04.12 15:23:48 -04'00'	4/14/17	Paula Pates Digitally signed by Paula Pates DN: dc=org, dc=cocoafl, ou=CH, cn=Paula Pates, email=ppates@cocoafl.org Date: 2017.04.14 14:45:28 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/13/17	John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Users, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2017.04.14 08:13:55 -04'00'	4/14/17	Anne Quesada Digitally signed by Anne Quesada Date: 2017.04.14 15:37:23 -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 #:	17-171	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	4/12/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Authorize a Resolution and Budget Amendment to Purchase Order #68887 to Garganese, Weiss, and D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2017. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	68887.pdf Budget Resolution FY 2017.docx BAF-AS-Legal Fees(4-25-17)~Agenda 17-171.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2017
Agenda Date: April 25, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Authorize a Budget Resolution to Transfer funds through use of General Fund Contingency, for Purchase Order #68887 to Garganese, Weiss, and D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2017.

BACKGROUND:

The City Attorney's office, Garganese, Weiss, & D'Agresta is paid on a monthly basis from PO #68887. Fees paid to the City Attorney include their Monthly Flat Fee Retainer, General Retainer Costs, and Non-Retainer Costs.

Due to the vast amount of projects and other work that the Attorney's office has done in FY 2017 thus far, staff has discovered that Line Item #3, Non-Retainer Costs, will have insufficient funds to cover the monthly fees for the remainder of the fiscal year. This item is requesting an extra $66,000 to be added to the Non-Retainer Costs in order for them to be paid through the remainder of FY 2017.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

FROM:

Amount Requested	$66,000
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

TO:

Amount Requested	$66,000
Account Number	001-1600-513.31-01
Account Name	General Fund Professional

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Authorize a Budget Resolution to Transfer funds through use of General Fund Contingency, for Purchase Order #68887 to Garganese, Weiss, and D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2017.

powered by Legistar™

PURCHASE ORDER

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

THIS NO. 68887

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 6691
VENDOR FAX NO.: 407-425-9596
VENDOR PH NO.: 407-425-9566

DATE 10/11/2016
DATE REQUIRED 10/14/2016

GARGANESE, WEISS & D'AGRESTA,
P.O. BOX 2873
ORLANDO FL 32802-2873

DELIVER TO:

City of Cocoa
CITY CLERK
65 STONE STREET
COCOA FL 32922

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

BUYER/REQ. #
DK 0000031306 F.O.B.
ANGELA FERGUSON

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	276894.90	EA	MONTHLY RETAINER COSTS	1.0000	276894.90
2	11882.08	EA	GENERAL RETAINER COSTS	1.0000	11882.08
3	51771.92	EA	NON RETAINER COSTS	1.0000	51771.92
				TOTAL	340548.90

REMARKS:

```
**********************************
*    THIS PURCHASE ORDER WILL    *
*  EXPIRE ON SEPTEMBER 30, 2017  *
*         **********             *
*    TO AVOID DELAYED PAYMENT    *
*      EMAIL INVOICE(S) TO:      *
*   ACCOUNTSPAYABLE@COCOAFL.ORG  *
**********************************
```

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

ACCOUNT NUMBER

00116005133101

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

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

RESOLUTION NO. 2017-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; 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 2016-2017 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 25th day of April, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1805 | DATE PREPARED: 04/13/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 66,000)	001-1600-513.39-00		General Fund Contingency	$ 325,000	$ 328,604	$ 262,604	$ 262,604
$ 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
($ 66,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 66,000	001-1600-513.31-01		Legal Expenses	$ 390,550	$ 390,550	$ 456,550	$ 71,001
$ 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
$ 66,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget Transfer to add funds to line item # 3 Non-retainer Costs of City Attorney Garganese, Weiss, & D'Agresta, PO #68887. Funds anticipated for the rest of the fiscal year. Agenda Item 17-171

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* _____ *RESOLUTION #:* _____

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

4/12/17	Carie Shealy (Digitally signed by Carie Shealy)	4/14/17	Paula Pates (Digitally signed by Paula Pates)		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/14/17	Tammy Gemmati (Digitally signed by Tammy Gemmati)	4/14/17	Anne Quesada (Digitally signed by Anne Quesada Date: 2017.04.14 15:45:58 -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 #:	17-172	**Version:**	1	**Name:**	Med Density Res FLUM 1st reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	4/13/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Ordinance No. 08-2017/ 1st Reading: Amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation, and transmit to the state planning agency and other reviewing agencies for review and comment pursuant to the Community Planning Act. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 08-2017.pdf Legal Description (Exhibit A).pdf LDR to MDR FLUM Map.pdf Published Display Ad FLUM.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2017
Agenda Date: April 25, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Department
Requested Action:
Approve Ordinance 08-2017 on First reading, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation, and transmit to the state planning agency and other reviewing agencies for review and comment pursuant to the Community Planning Act.

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **LARGE-SCALE COMPREHENSIVE PLAN MAP AMENDMENT** consistent with Florida Statute, Chapter 163. The property owner is requesting approval to amend the Future Land Use Map designation of a portion of one parcel (102.0 acres of the total 130.66-acre parcel) from “Low Density Residential” to “Medium Density Residential”, and further designate those portions of the subject property identified as wetlands to the “Conservation” Future Land Use designation.

This Agenda Item is a transmittal hearing regarding a FLUM Amendment to the City Comprehensive Plan requiring transmittal to the state planning agency and other reviewing agencies pursuant to the Community Planning Act. If Council passes the Ordinance on First Reading and transmits the ordinance according to the Act, second and final reading and adoption of the proposed Ordinance would not occur until such time as the City receives comments from the state land planning agency and reviewing agencies. The state and the reviewing agencies have 30 days from receipt of the transmittal to provide comments to the City.

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Future Land Use Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from “Low Density Residential” to “Medium Density Residential” as depicted on Exhibit A.

Currently, the subject parcel has two future land use and zoning designations. The northern portion of the parcel, fronting on W. King Street (SR 520), is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a “Commercial” future land use designation and is zoned C-W (Wholesale Commercial). No changes are proposed to the Commercial Future Land Use designated portion of the property.

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of “Low Density Commercial” with an RR-1 (Rural Residential) zoning designation.

The reason for the proposed change to the Medium Density Residential Future Land Use designation is to rezone the property to RU-2-15 Residential to allow for the property owner to construct an adult congregate living facility (ACLF) on the westerly section of the 102.02-acre portion of the property. The current Future Land Use and zoning designations of “Low Density Residential” and RR-1 Residential, do not allow for RU-2-15 zoning nor an ACLF use.

In addition to this application, the applicant has submitted an application to rezone the property from the existing RR-1 Residential zoning designation to RU-2-15 Residential zoning designation, which allows for an ACLF use by Special Exception approval.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Overview of Surrounding Area:			
	Future Land Use	**Zoning**	**Existing Use**
North	Commercial	C-W	Vacant, Space Coast Honda, & County Sch Bus Facility

South	Very Low Density Residential (City); RE (County)	RU-1-7 (City); AU (County)	Single-family Residential & Vacant
East	Low Density Residen (City); RES 4 (County	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (County)	RR-1 & GU (County)	Single-family Resider & Vacant

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region;

Applicant Response: *The proposal should have no impact upon the City's budget. However, the proposed developments will positively impact the City's and region's economies. The commercial uses and the ACLF will bring jobs, increase tax revenue and more consumer spending.*

Staff Response: The proposed amendment would have no negative impact on the city's budget or the regional economy. The Medium Density Residential allows for multi-family and single-family development. ACLF use is permitted by Special Exception approval by the Board of Adjustment. The purpose of the request is to allow for rezoning of the property to RU -2-15 Residential and then subsequently submit an Special Exception application for the ACLF use. Additionally, if approved, it will provide a use that enhances the economy of the region through the provision of an additional ACLF facility serving residents of the City and region.

b. Whether the proposal will diminish the service level of public facilities;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: The future land use amendment will not negatively impact or diminish the service level of public facilities.

Potable Water: The subject property can be served by the City of Cocoa Utilities Department for water service and reclaimed service. Level of service would not be diminished as a result of the amendment.

Sanitary Sewer: The subject property is served by the City of Cocoa Utilities Department for sanitary sewer service. Level of service would not be diminished as a result of the amendment.

Solid Waste: As the property is currently vacant, there is no solid waste service to the parcel. If the property is developed in the future, a private hauler would provide service.

Transportation: The subject property would be accessed from an existing entrance on W. King Street (SR 520). The City of Cocoa Comprehensive Plan 2010-2020, Volume 1 Goals, Objectives, & Policies, Map M-II-2: Functional Roadway Classification Map identifies W. King Street as an arterial road and is functioning at a "C" level of service. If the proposed future land use amendment is approved by City Council, the expected effect to W. King Street would be neutral. Therefore, the level of service would not be diminished as a result of the amendment.

c. Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region;

Applicant Response: *The proposal will favorably impact the environment as the improvements will be constructed to comply with all regulations of the DEP, SJRWMD and the City. The proposal will have no impact upon the natural or historical resources of the City or region.*

Staff Response: The westerly portion of the property contains wetlands as identified on Map M-XII-1:Wetlands, of the Comprehensive Plan Conservation Element. In accordance with Future Land Use Element Policy 1.1.2.13: Conservation; The Conservation Future Land Use Category is intended to protect environmentally sensitive natural resource systems. The conservation land use category identifies lands that are environmentally fragile natural resources for long term preservation. The following criteria shall be used for designating properties as Conservation on the Future Land Use Map:

A. Any Future Land Use Map amendment adopted after December 1, 2003, shall assign the Conservation Future Land Use category to wetlands within the area of the subject amendment.
B. The boundaries of the Conservation Future Land Use category may be adjusted to be consistent with a wetland jurisdictional line determination by the SJRWMD without the need for a comprehensive plan amendment. In those areas initially presumed but later determined not to be classified as a wetland will take on the future land use category assigned to the upland portion of the development site.
C. At the time of development, wetlands within the Conservation Future Land Use category shall be encumbered by a perpetual conservation easement.
D. Allowable uses, intensities, and impacts within the Conservation Future Land Use category shall be in conformance with those uses, intensities, and impacts listed in the Conservation Element.

Any future development of the subject site shall be in accordance with above-mentioned policy.

Furthermore, Conservation Element Policy 12.1.6.15: Wetlands and wetland functions shall be protected and conserved by restricting direct and indirect development impacts.

E. *Upland buffers.*
   1. *General.* Upland buffers are considered an integral component of a functioning wetland and shall be afforded the same types and levels of protection as the wetland itself. Upland buffers shall not be developed, cleared, or landscaped that would decrease their effectiveness in supporting wetland functions, and

shall not include turfed, landscaped, or impervious surfaces.

2. *Minimum width.* Where wetlands exist, upland buffers shall be provided at a minimum width of fifteen (15) feet and an average width of twenty-five (25) feet beyond the perimeter of the wetland.
3. *Encroachment.* Encroachment into upland buffers for the purpose of hydrologic connection of drainage systems and creation of mitigation areas shall be permitted and shall not require additional buffering compensation.
4. *Additional requirement.* The City may require the extension of upland buffers beyond the twenty-five (25) feet if necessary to connect isolated wetlands with other protected wetlands existing within one-hundred (100) feet depending on the existence of listed species and habitat valuation.
5. *Average width exception.* Uplands buffer widths may be adjusted downward below the required minimum average on a case-by-case basis if the developable portion of the existing lots of record as of December 1, 2003 does not have sufficient size or dimensions to allow for a reasonable use of the property based on the designated future land use category. In this instance, the remaining upland buffers shall be enhanced with native species to minimize development impacts and enhance the functioning value of the wetlands buffer area.
6. *Passive recreation.* The City may approve, as appropriate, minimal use in clearing for nature trails and other passive recreational uses compatible with the purpose of the buffer zone.

d. Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code;

Applicant Response: *The proposal is consistent with the goals of the state comprehensive plan because the proposed development is not contrary to the public interest and is consistent with private property rights. This is a redevelopment project which will efficiently and effectively create a mixed-use project of commercial development and a transitional use from the commercial uses to nearby residential uses.*

Staff Response: State Comprehensive Plan, Chapter 187.201(15) LAND USE.--

(a) *Goal.*--In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.

The subject property has availability to water and sewer and would have a minimal impact to the transportation corridors in the area. There would be no need for the City to extend any additional services to the site.

East Central Florida Regional Planning Commission Strategic Regional Policy Plan (now called East Central Florida 2060 Plan):

Chapter 5 - Transportation, Policy 5.25: Non-urban arterial roads should be protected

by access management policies that limit curb cuts to preserve their capacity.

As previously noted, the subject property has an existing entrance from W. King Street. Future development may or may not include additional entrances.

Chapter 4 - Economic Development, Policy 4.3: Support emerging economic centers that are located in the most appropriate areas, such as along transit corridors or in existing or planned employment centers.

The subject property is located on W. King Street, which as noted above, is classified as an arterial roadway. The subject property is also within 1.75 miles of access to Interstate 95.

e. Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan;

Applicant Response: *The proposal will not diminish the service level of public facilities and there is adequate capacity for all public facilities.*

Staff Response: A preliminary concurrency review has not been completed. However, the requested future land use, and subsequent rezoning, would provide tax revenue to the City to support the services and facilities that may be required of the use. A final concurrency evaluation will be required prior to the issuance of a development permit. As discussed previously in Section B, it is not anticipated that there will be any reduction in the level of service or in the ability of the City to provide adequate public facilities as a result of the amendment.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses;

Applicant Response: *The proposal is compatible with surrounding residential uses and commercial uses. It removes an excavation operation and replaces that use with a less intense use of a quiet ACLF.*

Staff Response: This portion of W. King Street is primarily of a commercial nature. The portion of the subject property under consideration for the future land use change, and subsequent rezoning, is nearly 1,000 feet to the south of W. King Street. Uses to the west boundary of the subject amendment area are large-lot residential in nature. There is one large lot residential property located at the southwest corner of the amendment area. The existing home on the property is approximately 430 feet from the subject property. The remaining lands on the subject amendment site are largely undeveloped and appear to be undevelopable due to the presence of wetlands. See Map M-XII-1.

Any proposed use on the property would be subject to the City's land development regulations as provided by the site plan approval process and special exception approval as required. Additional restrictions and safeguards may be imposed through the development agreement process if found to be necessary to ensure compatibility with neighboring properties.

The RU-2-15 Residential zoning category is the most intensive zoning category allowed in the Medium Density Residential Future Land Use designation. Impacts to the surrounding

neighborhood would be minimal, if any, due to the physical constraints, lack of functional connection and relationship to surrounding property owners, and the allowable zoning and uses within the Medium Density Residential Future Land Use category.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment; and

Applicant Response: *The proposal will have no impact on adequate housing.*

Staff Response: The proposed Future Land Use amendment to Medium Density Residential would allow for additional housing opportunities in the City. The Medium Density Residential Future Land Use designation allow multi-family developments as well as assisted living facility type developments, by special exception, that are not currently permitted under the Low Density Residential Future Land Use designation and allowable zoning districts.

According to the City's Comprehensive Plan Data & Analysis, October 2010, the City contains only 172.5 acres of Medium Density Residential, or 2.0% of the total current Future Land Use designations. Low Density Residential accounts for over 15% of all Future Land Use designations in the City. In order to accommodate future projected population growth the City must reduce the deficit in the housing stock by providing for additional opportunities. However, considering the intended use as an ACLF, if approved by special exception, the use will have neither a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their place of employment.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

Applicant Response: *The amendment is consistent with the elements of the City's Comprehensive Plan, Policy 1.1.2.4 for MDR is met as the Property has access to a major collector street or one higher. The development will not impact the five residents to the west, not have a negative impact on the character of the area, or impact the environment. Policy 1.1.4 encourages redevelopment, a goal of this project, and the Property is in the Diamond Square Redevelopment Area.*

Staff Response: The proposed Future Land Use amendment shall comply with the following goals, objectives and policies of the City's Comprehensive Plan:

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.

Objective 1.1.1: Future Land Use Categories Established. The City hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land uses, allowing for the protection of natural resources and historic resources as well as maximizing economic development opportunities.

Policy 1.1.2.4: Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.

B. These areas should have convenient access to community services.

SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.

C. New Developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.

Conservation Element

The subject portion of the property is located within the AE Zone (100-year floodplain). Therefore, the following Objectives and Policies apply:

Objective 12.1.9: Floodplain Management. The City shall protect the flood storage and conveyance functions of the 100-year floodplain.

Policy 12.1.9.1: In order to reduce the adverse consequences of floodplain development and simultaneously encourage the conservation of natural habitats, the City's Flood Damage Prevention ordinance shall be updated to as needed to maintain compliance with the National Flood Insurance Program and to discourage construction in the floodplain, unless the proposed construction is expressly authorized by this Comprehensive Plan. Developmental plans shall preserve the natural functions of floodplains when practical. The provisions of compensatory storage for fill placed within the floodplain shall be allowed only when the applicant

demonstrates the absence of adverse consequences of compensatory storage and demonstrates compliance with other applicable provisions of this Comprehensive Plan.

Policy 12.1.9.2: Developers shall be encouraged to incorporate those portions of sites that are within the 100-year floodplain as open space preservation.

Policy 12.1.9.3: The City shall promote wetlands preservation and non-structural floodplain management by encouraging the use of isolated wetlands as detention areas, where such use is consistent with good engineering practice and does not significantly degrade the ecological value of wetlands. Pre-treatment of stormwater run off by diversion of the "first flush" shall be required prior to discharge to wetland detention areas.

As previously noted in Section c. of this report, development on the subject property shall be in accordance with the goals, objectives and policies contained in the Conservation Element of the Comprehensive Plan; specifically related to Policy 12.1.6.15 regarding wetland protection as well as Future Land Use Element Policy 1.1.2.13. In addition, all future development activities on the subject property must comply with Chapter 6, Division 3, Flood Damage Prevention, of the Cocoa City Code. This may require a separate floodplain development permit approval in addition to a building permit, as determined by the floodplain administrator. Sec. 6-323.

Because the subject property is severely environmentally constrained and the wetland areas are recommended for a Conservation designation, it appears that much of the subject property east of the pond will be undevelopable. Accordingly, the proposed comprehensive plan change to Medium Density Residential is not inconsistent with Policies 12.1.9.1 and 12.1.9.2, which encourage the 100-year floodplain to remain as open space. Much of the subject property east of the pond will remain available only for open space and conservation-related uses. Any adverse consequences of compensatory storage for development along the western side of the pond will be addressed at the site planning and development stage.

Housing Element

Objective 3.1.1. Housing Supply. Assist the private sector to create additional units and preserve existing units to satisfy the projected demand of dwelling units of various types, sizes and costs by 2020 which will be needed to house the City's anticipated population through the planning horizon.

Policy 3.1.1.1: The City's Future Land Use Map shall provide adequate lands to accommodate the projected housing growth.

Policy 3.1.1.2: The City shall continue to provide land use designations and

zoning districts on the Future Land Use and Official Zoning Maps to ensure a variety of housing types including single family, duplex, and multifamily are allowed within the City.

Goal 3.6: The City shall encourage the provision of housing opportunities for people with special needs such as the homeless, the elderly, and the physically and/or mentally disabled.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its April 12, 2017 meeting.

RECOMMENDED MOTION:

Approve Ordinance 08-2017 on First reading, amending the Future Land Use Map designation of the subject property from Low Density Residential to Medium Density Residential and Conservation, and transmit to the state planning agency and other reviewing agencies for review and comment pursuant to the Community Planning Act.

ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, SAID PORTION OF THE PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PORTION OF THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on April 12, 2017, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the Local Planning Agency recommended the City Council adopt the comprehensive plan amendment set forth in this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and

analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Authority. This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. Adoption of Amendment to the Future Land Use Map. The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of a portion of the real property legally described and depicted on **Exhibit "A"** from "Low Density Residential" to "Medium Density Residential." Exhibit "A" is attached hereto and fully incorporated herein by this reference.

Section 5. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

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

Section 7. Incorporation into Comprehensive Plan. Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. Effective Date. The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete pursuant to section

163.3184(3)(c)(4.), Florida Statutes. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Exhibit A

DESCRIPTION:

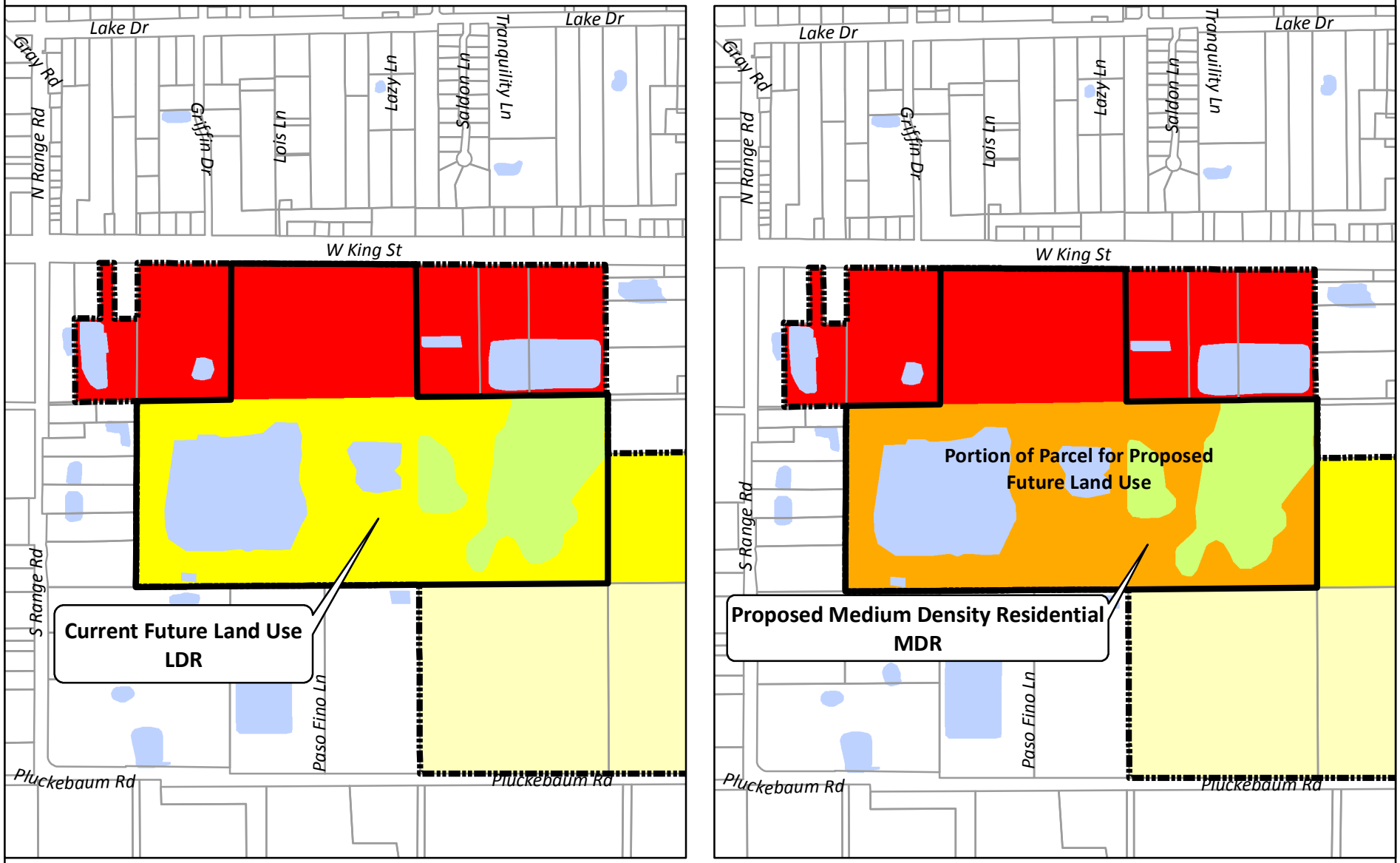
A PARCEL OF LAND BEING DESCRIBED AS THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SÅID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH. RANGE 36 EAST, THENCE RUN S 89$13'53" W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S OO'05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89*31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST -i /4 OF SECTION 31: THENCE RUN S 89'40'03" W,„ ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET To THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00'07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89'43'53" E.t ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS.

City of Cocoa Future Land Use

South Side of W. King St.

From: LDR (Low Density Residential) To: MDR (Medium Density Residential)



COMM: Commercial

LDR: Low Density Residential

VLDR: Very Low Density Residential

CONS: Conservation

MDR: Medium Density Residential

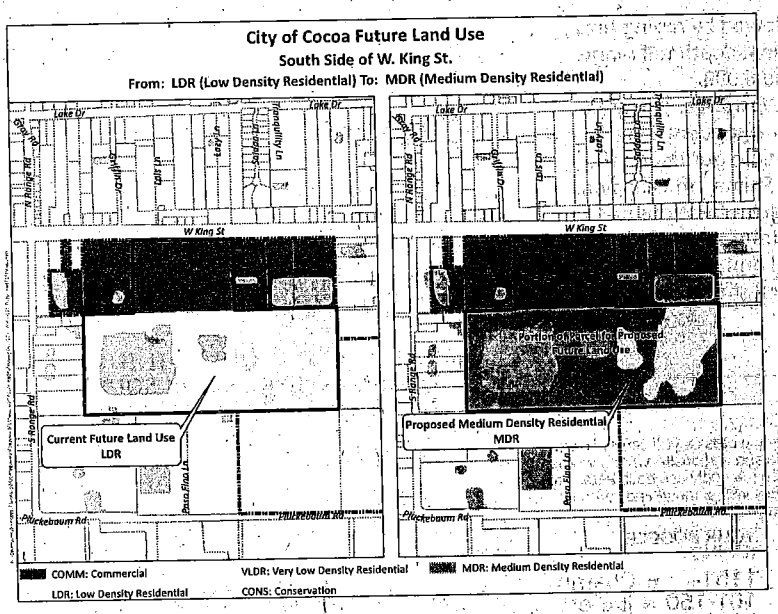
N:\CommunityServices\Planning\MapRequests\ProposedFLUMaps\2075WKingSt\ArcMapDoc\2075WKingSt_ProposedFLUMap.mxd

CITY OF COCOA
NOTICE OF COMPREHENSIVE PLAN CHANGE

Notice is hereby given that the City Council of the City of Cocoa, Florida will hold a public hearing at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m. on Tuesday, April 25, 2017 in order to consider the following:

PZ-17-00500002 – FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 08-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF APPROXIMATELY 102.2 TOTAL ACRES, MORE OR LESS, GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILE EAST OF S. RANGE ROAD, IN COCOA, SAID PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM "LOW DENSITY RESIDENTIAL" TO "MEDIUM DENSITY RESIDENTIAL" AND FURTHER DESIGNATE THOSE PORTIONS OF THE SUBJECT PROPERTY IDENTIFIED AS WETLANDS TO THE "CONSERVATION" FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.



All persons and parties are hereby advised that if they should decide to appeal any decision made by the City Council with respect to any matter considered at this hearing, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The facility where this public hearing will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division beginning the Friday before the meeting, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

FT-0000586769

Legislation Details (With Text)

File #:	17-173	**Version:** 1	**Name:**	RU-2-15 zoning amendment 1st reading
Type:	Ordinance		**Status:**	Public Hearing
File created:	4/13/2017		**In control:**	City Council
On agenda:	4/25/2017		**Final action:**	
Title:	Ordinance No. 09-2017/ 1st Reading: Amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential). (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Ordinance 09-2017.pdf Legal Description (Exhibit A).pdf RR-1 - RU-2-15.png			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 13, 2017
Agenda Date: April 25, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

BACKGROUND:

Applicant: Kimberly B. Rezanka
96 Willard St., Suite 302
Cocoa, FL 32922

Owner: 2075 W. King Street Land Trust
2720 Park Street, Unit 205
Jacksonville, FL 32205

Location: South side of W. King Street, approximately 0.25 miles east of S. Range Road. The Property Appraiser identifies the parcel as Tax Account Number 2423993.

Request: **ZONING MAP AMENDMENT** consistent with Appendix A, Zoning, Article XXII, to change the Zoning Map designation of a portion of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Dwelling).

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land Trust, is requesting to amend the Zoning Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential) as depicted on Exhibit A. The reason for the requested change is the property owner intends to construct an adult congregate living facility (ACLF) on the subject property. The RU-2-15 zoning designation allows ACLF uses by Special Exception approval. The current zoning designation of RR-1 Residential does not allow for an ACLF use.

The applicant has also submitted an application to amend the Comprehensive Plan to change the future land use designation from “Low Density Residential” to “Medium Density Residential” and “Conservation.” Action on the rezoning will be subsequent to action taken on the amendment to the Comprehensive Plan. Again, the requested rezoning only applies to the 102.2-acre portion of the subject parcel depicted on Exhibit A.

The provisions of the RU-2-15 Residential district are intended to apply to an area of medium density residential development with a variety of housing types. Lots and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of open space for such development.

As noted in the comprehensive plan amendment staff report, the subject parcel has two future land use and zoning designations. The northern portion of the parcel (28.46 acres), along W. King Street, is approximately 1,300 feet wide by 950 feet deep, totaling approximately 28.46 acres. This portion of the parcel has a “Commercial” future land use designation and is zoned C-W (Wholesale Commercial).

The southern portion of the property measures approximately 3,300 feet wide by 1,340 feet deep. This portion of the parcel currently has a future land use designation of “Low Density Commercial” with a RR-1 (Rural Residential) zoning designation.

The following table summarizes the current FLUM and Zoning designations for the adjacent parcels:

Future Land Use:	Current: Low Density Residential Proposed: Medium Den		
Zoning District(s):	Current: RR-1 (Rural Residential) Proposed: RU-2-15 (M		
Existing Land Use:	Vacant		
Council District:	District 1 - Councilmember Whipple, Jr.		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	C-W	Vacant, Space Coa Honda, & County School Bus Facility
South	Very Low Density Residential (Cit	RU-1-7 (City); AU (County)	Single-family Residential & Vaca
East	Low Density Residential (City); RE	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (	RR-1 & GU (Count	Single-family Residential & Vaca

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXII, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

a. The proposed change is contrary to the established land use pattern.

Applicant Response: *The proposed change is not contrary to established land patterns. Applicant seeks a change of the zoning from RR-1 to RU-2-15. The change is necessary to allow the redevelopment of the existing excavation/borrow pit that exists on the western portion of the land. Additionally, despite the Property being over 100 acres, very little uplands exist for development. This zoning change is appropriate because it will serve as a transitional use between the commercial properties to the north and the residential uses to the west (and potentially to the south and east).*

The property for which the amendment is sought is adjacent to commercial land to the north. Despite low density residential zoning to the east, south, and west, there are only five (5) developed lots to the west, a couple of which also have agricultural uses. The properties to the east and west and undeveloped, include a former borrow pit, and appear to be used for grazing or other agricultural uses. To the north is (1) the School Board Transportation Dept., with school bus storage, (2) the remainder of applicant's land to be developed with mini-warehouses and vehicle sales, and (3) vehicle sales (Cocoa Honda and Cocoa Hyundai).

This amendment is compatible because it provides for low impact uses and because this is an underdeveloped area with no "residential neighborhoods".

Staff Response: The proposed rezoning for the 102.2-acre portion of the subject parcel is approximately 1,000 feet from the south side of W. King Street. The land use pattern along the southern and northern side of W. King Street, in the general vicinity of the subject parcel, consists of commercial, retail, and light industrial-type uses. The north side of W. King Street is located in Brevard County. Directly north of the subject parcel, on the north side of W. King Street, there are five vacant parcels. The parcels to the south and west consist of single-family residences and vacant parcels.

Staff believes that the 102.2-acre portion of the subject property is setback at least 1,000 feet from W. King Street and would not be impacted by the established uses along W. King Street. Required landscaping/buffering requirements for the ACLF would be reviewed during the Special Exception review by the Board of Adjustment and site plan review by the Planning & Zoning Board.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Applicant Response: *This rezoning will not create an isolated zone, but will create a transitional zone for intense commercial use to low intensity commercial to residential.*

Staff Response: The proposed ACLF could be considered a low impact use and could be viewed as a transition between the commercial, retail, and light industrial uses along W. King Street and the residential zoning to the south. ACLFs are permitted by Special Exception approval by the Board of Adjustment in the RU-2-15 zoning district. Staff believes the RU-2-15 zoning designation would be the most appropriate zoning designation with the limited residential uses adjacent to the subject property. Moreover, there is no practical or functional relationship to the surrounding properties.

c. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.

Applicant Response: *The rezoning will not materially alter population, increase the load on public facilities, or decrease the transportation LOS (Level of Service). Please see CPA application for traffic counts and trip analysis of ACLF's (Exhibit C).*

Staff Response: Rezoning the 102.2-acre portion of the subject parcel would not materially alter the population,

increase the load on public facilities, or decrease the transportation level of service, or add any burden to schools or utilities as an ACLF use is considered a low impact use and would be occupied by the elderly.

Furthermore, the majority of the 102.2-acre portion of the property is undevelopable due to wetland conditions and the large lake that was once a borrow pit. Development density and intensity on the property would be low due to these physical constraints.

d. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Applicant Response: *The existing boundaries are not "illogically drawn", but are no longer valid based upon the lack of residential development that has occurred in the area since the zoning classification was adopted. The area has trended toward commercial use, including excavation and borrow pits.*

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing uses in the area.

e. The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.

Applicant Response: *The rezoning would not be contrary to the land use plan or adversely impact the Comprehensive Plan. Please see Comprehensive Plan Addendum for additional information.*

Staff Response: The FLUM designation for the subject lot is proposed to be amended to "Medium Density Residential." The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

> **Policy 1.1.2.4: Medium Density Residential (MDR).** Medium density residential areas shall be regarded as areas of moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.
>
> A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.
>
> *The proposed amendment area has direct access to SR 520, which has a functional classification of "Arterial" as shown on Map M-II-2 Functional Roadway Classification Map of the Transportation Element.*
>
> B. These areas should have convenient access to community services.
>
> *SR 520 is a major east-west transportation corridor in the City. The road provides direct access to major shopping destinations such as Wal-Mart and Cocoa Village as well as several service related facilities in the community.*
>
> C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.
>
> *Any new development shall comply with all Comprehensive Plan objectives and policies related to environmental and open space protection and buffering requirements as well as all Land Development Regulations.*

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Applicant Response: *Yes, the land use patterns in the area have changed, necessitating the rezoning requested.*

Staff Response: The intent of the rezoning request is to be able to provide an ACLF use on the westerly section of the 102.2-acre portion of the subject property. Staff believes there is a need for the proposed ACLF use to serve the elderly community in the City as the overall population of the Baby Boomer generation continues to

age.

g. The proposed change will adversely influence living conditions in the neighborhood.

Applicant Response: *Living conditions for the five developed residential properties to the west will not change. There is no neighborhood. All traffic will enter the property from SR 520.*

Staff Response: As there is already a mix of residential, commercial, and light industrial uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area. Through the site plan review process, landscaping/buffer requirements would minimize any potential effects in the immediate area, particularly the limited residential uses to the west and south.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Applicant Response: *The rezoning will not create excessive traffic or affect public safety. This amendment will not impact transportation level of service for the applicable roadway segment to the extent that the existing levels are degraded. It is clear from the City Comprehensive Plan and the most recent traffic counts (portions of both included with the CPA application), that the level of service of SR 520 in this traffic segment continues to operate at a Level C, above the minimum LOS (Level of Service) of D. There are many SCAT stops along SR 520 for employees of SCAT, but it is doubtful that the ACLF residents will utilize SCAT.*

Staff Response: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety. As previously stated, the overall development potential for the site is low due to the physical constraints of the property such as existing wetlands on the eastern portion of the property and the large lake on the western portion.

i. The proposed change will create a drainage problem.

Applicant Response: *The rezoning will not create a drainage problem. The property to be redeveloped to current DEP, SJRWMD, and City stormwater codes, which will improve the property and nearby properties.*

Staff Response: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. The proposed change will seriously reduce light and air to adjacent areas.

Applicant Response: *The rezoning will have no reduction of light or air to adjacent areas.*

Staff Response: Any proposed use associated with the rezoning, or any new construction, would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

k. The proposed change will adversely affect property values in the adjacent areas.

Applicant Response: *The proposed change will likely enhance the property values in the adjacent areas.*

Staff Response: It is not anticipated that property values would be affected by the proposed rezoning. The proposed zoning will require adequate buffering to protect the adjacent residential properties.

l. The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Applicant Response: *The proposed change will not be a deterrent to the improvement or development of adjacent property per existing regulations. The proposed ACLF will be low intensity and unobtrusive, so the surrounding residentially zoned properties will not be deterred from building single family homes.*

Staff Response: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property would be severely restricted by its physical constraints and conditions. Appropriate buffering to adjacent properties would be required to ensure no negative impacts.

m. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Applicant Response: *The proposed change will not grant a special privilege to the applicant. The change will allow for positive redevelopment of an old borrow pit.*

Staff Response: The proposed change will not constitute a grant of special privilege to the property owner of the subject property as contrasted with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Applicant Response: *There are substantial reasons why the property cannot be developed as an ACLF. The only principal use allowed is one-acre single family homes. There exists insufficient uplands to make creation of a subdivision feasible. Additionally, the cost to develop such a subdivision would be insurmountable. An ACLF cannot be constructed under current zoning.*

Staff Response: The 102.2-acre portion of the subject property requesting the rezoning is currently zoned RR-1 and only allows for 1-acre single-family dwellings. The applicant is proposing to construct an ACLF, which is prohibited in the RR-1 zoning district. The property is not conducive to subdividing into 1-acre lots due to an existing borrow pit and wetlands on the property. Staff believes the proposed ACLF would be a better use for the property.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Applicant Response: *Because of the adjacent commercial uses, and lack of residential homes in the area, the proposed change is not out of scale with the needs of the area. There is no neighborhood.*

Staff Response: The proposed rezoning is not out of scale with the needs of the area and would provide a transition between commercial, retail, and light-industrial uses along W. King Street and residential uses to the south and west of the 102.2-acre portion of the subject property.

p. It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Applicant Response: *There are no other adequate sites in the City for the proposed use in districts already permitting such use. There is no Neighborhood Commercial designated land, with related C-N zoning, for miles from this property. Nor is there sufficient Commercial designated property of adequate size to allow an ACLF along SR 520. This is clear from Map M-I-6: Vacant Land by FLU Category.*

Staff Response: The property owner is proposing to develop the 102.2-acre portion of the subject property with an ACLF, in which the City is supportive of. As noted above, ACLFs are permitted by Special Exception approval in the RU-2-15 zoning district.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the “Medium Density Residential” Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City’s adopted Comprehensive Plan.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its April12, 2017 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 09-2017, amending the zoning designation of the subject property from RR-1 (Rural Residential) to RU-2-15 (Multiple Family Residential).

ORDINANCE NO. 09-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 102.2 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF W. KING STREET, APPROXIMATELY 0.25 MILES EAST OF S. RANGE ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM RR-1 (RURAL RESIDENTIAL) TO RU-2-15 (MULTIPLE FAMILY DWELLING); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa, Florida.

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

Section 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from Rural Residential ("RR-1") to Multiple-Family Dwelling ("RU-2-15") for a portion of the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This ordinance shall become effective immediately upon the effective date of Ordinance No. 08-2017 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 08-2017 does not become effective, then this Ordinance shall become null and void.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2017.

_____
Henry U. Parrish, III, Mayor

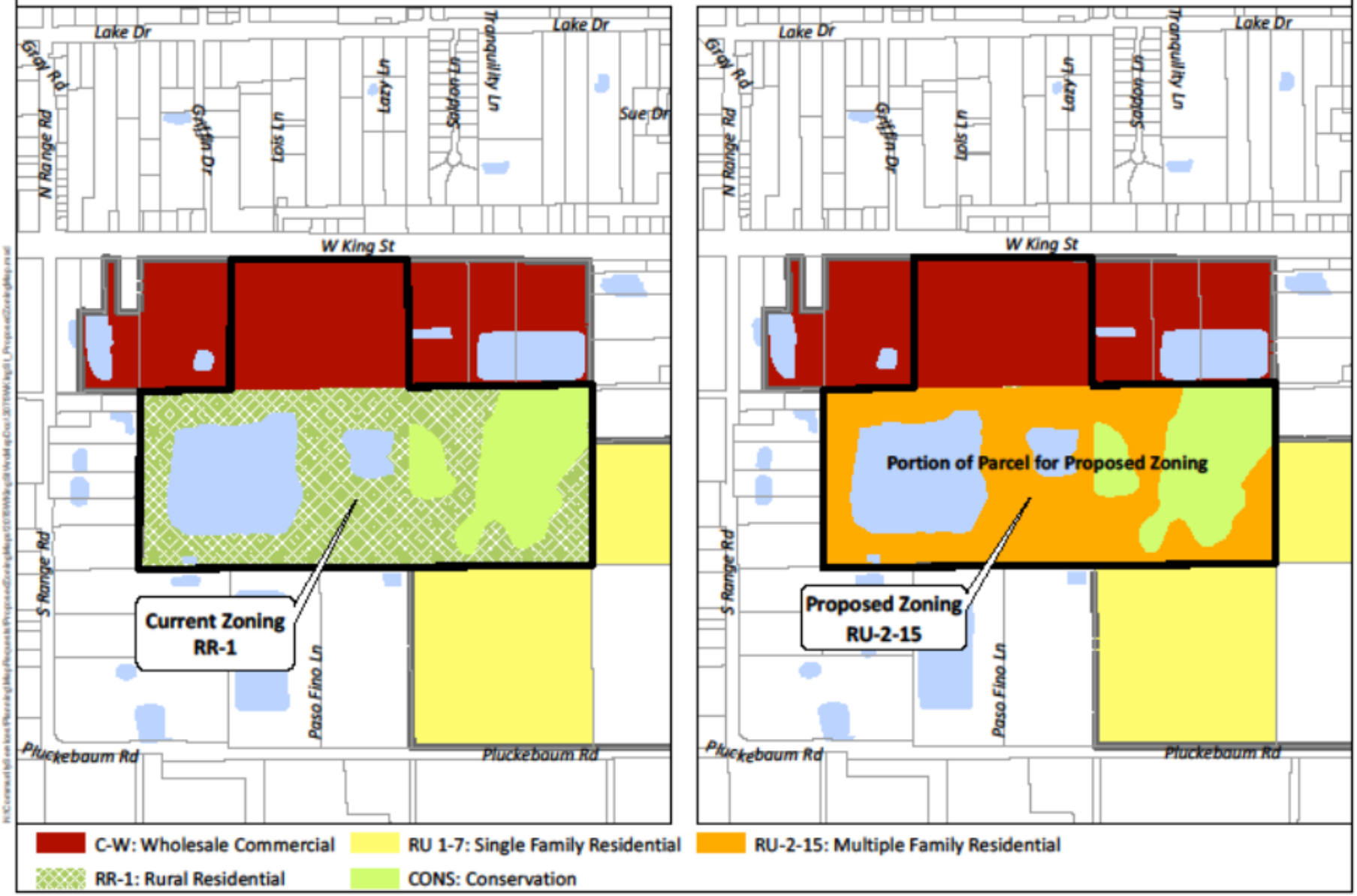
ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Zoning Map

South Side of W. King St.

From: RR-1 (Rural Residential) To: RU-2-15 (Multiple Family Residential)



Legislation Details (With Text)

File #:	17-150	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	3/31/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Council direction on amending the Current Special Events and Parade Fee Schedule to change the amount charged to Non-Profit Organizations to $40.00 per hour for public safety and facilities personnel. All other organizations, including governmental organizations, would be charged the current approved $50.00 per hour rate. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Current_SPECIAL EVENT FEE SCHEDULE-10-28-10 Special Detail Permit Application				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2017
Agenda Date: April 25, 2017
Prepared By: Michael Cantaloupe, Police Chief
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Council direction on amending the Current Special Events and Parade Fee Schedule to change the amount charged to Non-Profit Organizations to $40.00 per hour for public safety and facilities personnel. All other organizations, including governmental organizations, would be charged the current approved $50.00 per hour rate.

BACKGROUND:

The City of Cocoa contracts with a variety of vendors for public safety personnel and other facility fees. The City is currently operating from Ordinance 04-2011 that was adopted by City Council on April 12, 2011 for the revision of the Special Events and Parade Fee Schedule. The fee charged for public safety personnel increased to $50.00 per hour from $40.00 per hour rate that had been in effect since June 12, 2007. Upon a review of the history of vendor fees, it was found the Cocoa Police Department has been operating with a reduced fee schedule for non-profit agencies for $40.00 per hour for public safety personnel to work special events and this “non-profit” rate was never formally approved by City Council.

Additionally, City Staff recommends increasing the rate of pay that employees receive for working special events for non-city sponsored events. Currently, associated employees are compensated through payroll at a flat rate per hour, which is currently set at $25.00 per hour. To ensure the City

would not suffer a loss from a reduced rate, a payroll analysis was completed by Finance to determine an average of overhead costs for required FICA, Social Security, and Workers' Compensation rates. As of October 1, 2015, with changes in both Police and Fire pension ordinances, Non-City Special Detail fees are now considered non-pensionable, which reduced the City's overhead costs. Additionally, this gives the City the ability to increase the employee rate of pay for compensation. To ensure all costs are properly covered, it is recommended to create a separate compensation rate for non-profit events.

City Staff recommends to make the following changes to the Special Detail and Parade Fee Schedule:

Category	Vendor Charge	Employee Rate of Pay
Special Detail Profit	$50.00/Hour	$35/Hour
Special Detail Non-Profit (501(c)(3))	$40.00/Hour	$30/Hour

City Management has discussed these Special Detail rates of pay with both Police and Fire bargaining representatives and both agree with the increased rate and the new "non-profit" rate category. Additionally, the City Manager recommends to retroactively adjust their pay for any non-city special detail hours in payroll to October 1, 2016 at the start of the current fiscal year.

In summary, Council direction is needed as to whether the City should amend the current Special Events and Parade Fee Schedule and create a non-profit rate for (501(c)(3)) non-profit organizations of $40.00 per hour instead of the $50.00 per hour rate for public safety and facilities personnel. All other organizations, including governmental organizations, would be charged the current approved $50.00 per hour rate. Upon approval of this non-profit rate, City Staff can implement the increase in the employee rate of pay as described within the above table.

Attached is the current Special Events and Parade Fee Schedule and the Cocoa Police Departments Special Detail Permit Application.

Once direction is received from the City Council, the Fee Schedule may have to be formally amended.

STRATEGIC PLAN CONNECTION:

Public Safety Goal1, Objective 4- Along with ensuring the well-being of residents and visitors to the City of Cocoa, special events are also a unique opportunity to engage the citizens and visitors in the public safety delivery process.

BUDGETARY IMPACT:

There is no direct budgetary impact, as the City's expenses are paid by the contracted vendors as listed in the fee schedule.

PREVIOUS ACTION:

At a Regular City Council Meeting on April 12, 2011, Council approved Ordinance 04-2011, to revise the Special Events Ordinance Special Events and Parade Fee Schedule, Special Events Application and Agreement and the Facility Use Permit Restrictions Addendum.

At a Regular City Council Meeting on June 12, 2007, Council approved an increase in the Special Detail Pay charged to vendors from $30/hour to $40/hour for security services performed by the Cocoa Police Department for special events.

RECOMMENDED MOTION:

Council direction on amending the Current Special Events and Parade Fee Schedule to change the amount charged to Non-Profit Organizations to $40.00 per hour for public safety and facilities personnel. All other organizations, including governmental organizations, would be charged the current approved $50.00 per hour rate.

powered by Legistar™

CITY OF COCOA SPECIAL EVENTS AND PARADE FEE SCHEDULE
(Effective April 2011)

It is the intent of the City of Cocoa to support Special Events and Parades for residents and the community at large. Rental fees are determined by City Council and are subject to change at their discretion.

APPLICATION FEE: All special events or parades require an immediate payment of an application fee, plus sales tax. Also, if applicable; full payment of all other fees detailed in the CITY OF COCOA FACILITY FEE SCHEDULE, Resolution NO. 2005-124, are due sixty (60) days in advance of the scheduled event or parade. Application fees are non-refundable.

CANCELLATION POLICY: A 15% administrative fee will be deducted from the total amount due for the event for all written requests for refunds up to thirty (30) days prior to the scheduled event. If an event is cancelled within thirty (30) days of scheduled date, no refund will be granted. Application Fees are non-refundable. All users MUST sign and agree to the Facility Use Permit Restrictions Addendum at time of booking. *The City reserves the right to refund all monies paid and cancel all reservations and permits up to 72 hours prior to the reserved date.*

DAMAGE & CLEAN-UP DEPOSIT: A Damage & Clean-up fee is required thirty (30) days prior to the event date and will be deposited by the City for applicants/events in Good Standing. For applicants/events in Conditional Standing, a $1,000.00 Damage & Clean-up fee is required and will be deposited thirty (30) days prior to the event date. If no damage is done to the facilities or public property, all fees have been paid in full and all rules and regulations have been followed, the Damage & Clean-up deposits will be returned within thirty (30) business days to the applicant.

SPECIAL EVENTS ORDINANCE & FEE: In accordance with Chapter 2, Article XI, Special Events and Parades, of the City Code, a 10% fee will be collected from the gross revenue generated by the event (admission tickets, parking fees, vendors, food, beverages, novelties etc.). User agrees to submit the 10% fee, along with copies of all revenues generated including event attendance figures, to the City within *one (1) week* from the conclusion of the event or be subject to an additional 5% penalty fee.

PUBLIC SAFETY & SPECIAL FEES: In accordance with Chapter 2, Article XI, Special Events and Parades, of the City Code, a Public Safety and Facility Fee will be determined based upon necessity for each event. This fee will include the use of Firefighter/EMT's, Police Officers, V-Cops, Electricians, etc. and will be determined after the application has been filed with the Leisure Services Division.

** A $1M Commercial General Liability Insurance certificate is also required naming the City as an additional insured.

Individuals/organizations applying for use permits shall be organized into four (3) classes for the purpose of use priority and charges.

***Class A Permit*:** A Special Event or Parade which the attendance is anticipated to be in excess of 5,000 Persons or for which will require between 40 and 100 Extra Personnel Hours over the entire period of the Special Event or Parade.

Class B Permit: A Special Event or Parade which the attendance is anticipated to be between 1,000 and 5,000 Persons or for which will require between 15 and 40 Extra Personnel Hours over the entire period of the Special Event or Parade.

Class C Permit: A Special Event or Parade which the attendance is anticipated to be less than 1,000 Persons or for which will require less than 15 Extra Personnel Hours over the entire period of the Special Event or Parade.

(See Facility Use Permit Restrictions Addendum for more information.)

APPLICATION FEE:

All special events or parades require an immediate payment of an application fee, plus sales tax. *Also, if applicable, full payment of all other fees detailed in the CITY OF COCOA FACILITY FEE SCHEDULE, Resolution NO. 2005-124, are due sixty (60) days in advance of the scheduled event or parade.*

Class:	
A	$200.00 plus sales tax
B	$100.00 plus sales tax
C	$ 50.00 plus sales tax

DAMAGE & CLEAN-UP DEPOSIT

Class:	Applicants/Events in Good Standing	Applicants/Events in Conditional Standing
A, B, C	$250.00	$1,000.00

SANITATION FEE

Class:	Event with out Alcohol	Event with Alcohol
A, B, C	$50.00	$50.00

PUBLIC SAFETY AND SPECIAL FEES

Police Officer	$50.00 per hour	Fire Services	$50.00 per hour
Public Works/Electricians	$50.00 per hour	EMT Services	$50.00 per hour
V-Cops	$15.00 per hour	Green Vendor Boxes	$25.00/box/day
Fountain Fee (runs 10a-6p each day)*	$15.00	White Utility Bollards	$25.00/half day $50.00/full day
Stage Electric(110 outlets)	$25.00/half day $50.00/full day	Water Usage	$10.00/half day $20.00/full day
Road Closure Fee	$50.00	Barricades	$5.00 per barricade

Half Day = Up to 4 hours, Full Day = Above 4 hours

*Fountain Fee is to change the regular 10a-6p schedule of the Fountain in Riverfront Park.

The City of Cocoa reserves the right to refund all monies paid and cancel all reservations and permits up to 72 hours prior to the reserved date.

(See Facility Use Permit Restrictions Addendum for more information.)

PERMIT NO. _____

COCOA POLICE DEPARTMENT

1226 WEST KING STREET
COCOA, FLORIDA 32922

SPECIAL DETAIL PERMIT APPLICATION

All information must be typed or clearly printed.

Full Legal Name of Permittee: _____

Check One: Private Sector: ☐ ~~Governmental/~~Non-Profit: ☐

Attach a copy of driver's license for private sector or tax exempt for ~~governmental and~~ non-profit agencies.

Federal Employer ID # (If Applicable) _____

Billing Address of Permittee: _____

_____

_____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Permittee shall promptly notify the Cocoa Police Department Special Details Coordinator of any changes to this application.

Name and Description of Event: _____

_____

Name and Address where event will be held: _____

_____

_____

Event Contact Person: _____

Telephone No.: _____

Dates of Event: _____ _____
Start Date End Date

Days Officers requested - Every: Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri ☐ Sat ☐ Sun ☐

Hours to be worked: _____ _____
Start Time End Time

Number of Officers Requested: _____ Number of VCOPs Requested: _____

Type of service requested (i.e. security, traffic, etc.): _____

Special or motorized equipment requested? Yes ☐ No ☐

Check if applicable: K-9 ☐ Motorcycle ☐ Car ☐ Boat ☐ Segway ☐ Bicycle ☐

TERMS AND CONDITIONS

SCOPE OF SERVICES

1. The Cocoa Police Department ("CPD") may contract with a Permittee for the employment of CPD officers during their off-duty hours, for public or private security services (Special Details) and/or VCOPs for limited duties within their scope of training.

2. CPD is NOT obligated to provide Special Details. The Chief of Police reserves the right to refuse to issue permits to any individual, organization or corporation for any reason.

3. Permittee may establish general rules regarding the duties to be performed by the Police Officer/VCOP providing Special Details; however, the Permittee has no authority over the Police Officer/VCOP. Permittee understands and agrees that while a Police Officer/VCOP is performing Special Details, the Police Officer/VCOP may be required to report to duty. Some instances where the Police Officer/VCOP may be required to report to duty responding to 9-1-1 calls and other similar calls such as hurricanes or natural disasters. In this event, the Special Detail Service is cancelled for the duration of the emergency, and Permittee will only be charged for the actual number of hours worked by the officer(s)/VCOP(s). Permittee understands and agrees that CPD may or may not be able to provide Permittee with advance notice if the Police Officer/VCOP is required to report to duty.

4. Permittee agrees to contact the Special Details Coordinator in the event issues arise with respect to the Police Officer's/VCOP's performance of duties under this Permit. In an emergency situation, Permittee may call 321-639-7620 and ask to speak with a supervisor.

5. CPD will attempt to accommodate requests for specialized or motorized detail equipment; however, Permittee understands and agrees that CPD may not be able to fulfill this request.

CANCELLATION

6. In order to cancel a Special Detail, Permittee must contact the Special Details Coordinator and provide at least three (3) hours advance notice of the cancellation. The Special Details Coordinator will attempt to contact the Police Officer/VCOP to advise the officer/VCOP of the cancellation; however, if the Special Details Coordinator cannot make contact and the Police Officer/VCOP appears at the Special Detail or if less than three (3) hours advance notice was provided, then Permittee agrees to pay CPD for the two (2) hour minimum.

PAYMENT

7. The minimum charge for each Police Officer on any Special Detail will be for two (2) hours of service at the usual detail rate of $50.00 per hour for private sector and $40.00 per hour for ~~governmental and~~ non-profit agencies. Depending on the nature and scope of the event, a sworn supervisor may also be required. The minimum charge for each VCOP on any Special Detail will be for two (2) hours of service at the usual detail rate of $15.00 per hour ~~for private sector and $10.00 per vehicle for governmental and non-profit agencies~~

   Specialized or motorized detail equipment may be available at the discretion of the agency.

8. As a result of this detail, should the officer(s) be required to take law enforcement action that would require the officer(s) to work beyond their scheduled time, the Permittee agrees to pay CPD for this time.

9. All compensation for Special Details will be paid by check or money order made payable to the City of Cocoa, P.O. Box 1750, Cocoa, FL 32922.

NOTE: ***Any compensation over and above the established rate is prohibited.***

TERMINATION

10. In its sole discretion, CPD will provide notices to Permittee that Special Details are canceled for any reason, including but not limited to Permittee's late payment or non-payment.

11. This Permit expires one (1) year after the date of its approval by CPD. Permittee agrees to complete a new Permit Application annually to continue any Special Detail. Except as set forth in paragraph 6, either party may terminate this permit by providing the other party with written notice.

AMENDMENTS

12. The parties agree that CPD may amend the terms and conditions of this permit by providing Permittee with thirty (30) days written notice of changed terms.

INDEMNIFICATION

13. Permittee agrees to indemnify and hold harmless CPD, its employees and agents against any and all liability, costs, expenses, attorney's fees, or damages arising from any claim, demand, cause of action, or lawsuit resulting or arising from, directly or indirectly, Special Detail services provided under this Permit Application.

ATTORNEY'S FEES

14. In the event the Chief of Police takes legal action to enforce this Permit Application, Permittee agrees to pay the City of Cocoa its costs and attorney's fees, including the cost of any appeal.

AS PERMITTEE I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE TERMS AND CONDITIONS. I AM AUTHORIZED TO SIGN ON BEHALF OF THE ENTITY LISTED BELOW:

Legal name of entity:_____

By (signature) _____

Print name and title of person signing:_____

Date signed:_____

Please attach all copies of City permits, such as road closures, sound making devices, alcohol permits, etc.

****

TO BE COMPLETED BY SPECIAL DETAILS COORDINATOR

After investigating this request, it is recommended that this Permit Application be:

_____ _____
Approved Date

_____ _____
Disapproved Date

Legislation Details (With Text)

File #:	17-136	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/4/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approval to increase the revenue in the Victims of Crime Act Grant, so that the additional $2,000.00 that has been awarded may be used as required for the Victims of Crime Act Grant Project Number PD14VO. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	VOCA Executed Contract FY1617.pdf VOCA Financial overview.pdf Budget Resolution 2017.pdf BAF-PD-VOCA Grant (4-25-17)~ Agenda 17-136.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 31, 2017
Agenda Date: April 25, 2017
Prepared By: Michele Becerra-Williams
Through: Chief Michael Cantaloupe
Requested Action:
Approve a Resolution to provide an increase to revenue in the Victims of Crime Act Grant, so that the additional $2,000.00 that has been awarded may be used as required for the Victims of Crime Act Grant Project Number PD14VO.

BACKGROUND:

On October 1, 2016, the Police Department began the fourth year with a victim services unit funded through The US Department of Justice under the Victims of Crime Act (VOCA) grant. The program currently funds one victim advocate position to serve and meet the needs of community in Cocoa. In FY 2017, the City of Cocoa was awarded the amount of $61,515.86 for the VOCA project plus an additional $2,000.00 for training expenses making the total awarded amount $63,515.86, with a match portion of $15,379. The training expenses are to be used to attend training courses offered through the Florida Attorney General's Office Florida Crime Prevention Training Institute.

The anticipated trainings are below:

- Enhancing Victims Compensation
- Responding to Mass Violence
- Human Trafficking

- Campus Victimization
- Ethics in Advocacy
- How to Assist Victims of Bullying

While receiving VOCA funds, it is mandatory that someone working with the VOCA program obtains and maintains their Victim Services Practitioner Designation, which requires ongoing continued education and renewal every four years. These trainings will provide the necessary continued education for the victim advocate to renew their Victim Services Practitioner Designation as needed and to ensure continued compliance with grant requirements.

STRATEGIC PLAN CONNECTION:

The Victim Advocate Program compliments the efforts of the Cocoa Police Department in reducing crime and enhancing the quality of life in our community by providing immediate and long term assistance to the victims and survivors of crime. With additional training, the victim advocate will be able to learn new skills and ensure best practices are kept up to date with the changing state and federal laws.

BUDGETARY IMPACT:

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

FROM:

Amount Requested	$ 2,000.00
Account Number	001-0000-331.20-15_
Account Name	Victims of Crime Act Grant_

TO:

Amount Requested	$ 860.00
Account Number	001-2100-521.55-00
Account Name	Training_

Amount Requested	$ 1,140.00
Account Number	001-2100-521.40-00
Account Name	Per Diem and Travel_

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
_X__ Grant Source: VOCA Project Number PD14VO_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

City of Cocoa Council previously approved the Victims of Crime Act Grant in the amount of $76,895 on February 23, 2016 with agenda item 16-64. The total project is the awarded amount of $61,515.86

plus match amount of $15,379 totaling $76,894.86.

RECOMMENDED MOTION:

Approve a Resolution to provide an increase to revenue in the Victims of Crime Act Grant, so that the additional $2,000.00 that has been awarded may be used as required for the Victims of Crime Act Grant Project Number PD14VO.

RECEIVED
16 SEP 19 AM 11:19
ATTORNEY GENERAL'S OFC.
ADVOCACY & GRANTS MGMT.

FY 2016/2017
(GRANT PERIOD)

AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS OFFICE OF THE ATTORNEY GENERAL

AND

City of Cocoa Police Department

GRANT NO. VOCA-2016-City of Cocoa Police Depa-00901

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as the OAG, an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and City of Cocoa Police Department hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

The Provider agrees to provide the OAG with written notification of any change in its designated representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider and/or are presented to the Provider, as outlined in the approved Grant Application of the Provider for the Grant Period as approved by the OAG, incorporated herein by reference, unless otherwise approved by the OAG in writing.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2016, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2017. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. However, the Provider's accounting systems must ensure OAG grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and/or received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider shall establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of Section 287.0582, Florida Statutes (2015), if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with Section 215.971, Florida Statutes (2015), provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider and/or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG will impose a corrective action plan, reduction of the final payment for the grant period under this Agreement by 5% of the total award amount listed in Article 32, and/or terminate this Agreement.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider shall be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider shall so register within twenty-one (21) days from execution. The online registration can be completed at:

http://dms.myflorida.com/dms/purchasing/myfloridamarketplace

The Provider agrees to comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider also agrees to applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal

Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. The Provider acknowledges and agrees any grant funds reimbursed under this Agreement must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the Financial Guide and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment shall be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

The Provider and the OAG agree grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses will be reimbursed with grant funds only in accordance with Section 112.061, Florida Statutes (2015).

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of the Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of two thousand five hundred dollars ($2,500) unless it is documented that the vendor is a sole source supplier. The Provider will utilize the lowest quote for the purchase.

The Provider understands and agrees that it cannot use any federal funds (including grant funds), either directly or

indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414 -3300.

ARTICLE 9. PROGRAM INCOME

The Provider shall provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 10. METHOD OF PAYMENT

Payment for services performed under the Agreement shall be issued in accordance with the provisions of Section 215.422, Florida Statutes (2015).

All required performance reports must be completed by the Provider and received by the OAG in order to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, approval by the OAG of the level of service provided during the report period, and approval by the OAG of all performance reports due. The Provider shall provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG.

Each monthly invoice and all required supporting documentation must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain appropriate documentation of all costs represented on the invoice. The OAG may require any and all appropriate documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If complete and correct, documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment, and the OAG may terminate the Agreement.

Any reimbursement due or any approval necessary under the terms of the Agreement shall be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions equal to 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be

reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes (2015), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 12. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal(s) and extension(s) thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

ARTICLE 13. INDEPENDENT CONTRACTOR

The Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the State of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the State of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

ARTICLE 14. DOCUMENTATION AND RECORD RETENTION

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and

the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Sections 119.071, and 960.15, Florida Statutes (2015), provide that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement shall result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, except for those records exempt from disclosure under one of the statutory provisions mentioned in the paragraph above, or are otherwise exempt from disclosure by operation of Section 119.071, Florida Statutes (2015) or Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider. The Provider shall also keep and maintain all public records consistent with the State of Florida's record retention schedule. The Provider shall provide the OAG with a copy of all requested public records or allow the records to be inspected and copied within a reasonable time or as otherwise provided by law. The provider will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if the Provider does not transfer the records to the OAG at that time.

Upon completion of the Agreement, the Provider shall keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement or electronically transfer, at no cost, to the OAG all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion of the Agreement, the Provider shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, in a format compatible with the information technology systems of the OAG.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3300, pam.bondi@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 15. VICTIM SERVICES PRACTITIONER DESIGNATION TRAINING

The Provider agrees to have all VOCA grant funded staff members complete training through the OAG's Victim

Services Practitioner Designation Training.

ARTICLE 16. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

ARTICLE 17. AUDITS

The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Office of the Inspector General (Section 20.055, Florida Statutes (2015), or as authorized by law.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a Non-Federal Entity, meaning a State, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a Federal award as a recipient or subrecipient, as defined in Title 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F. Article 32 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Title 2 C.F.R. Part 200. An audit of the Provider conducted by the Auditor General in accordance with Title 2 C.F.R. Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Title 2 C.F.R. Part 200, Subpart F.

3. If the Provider expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F is not required. In the event the Provider expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Title 2 C.F.R. Part 200, Subpart F, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities), as mandated in Title 2 C.F.R Part 200, Subpart E.

ARTICLE 18. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 150 days following termination or expiration of the Agreement.

1. Copies of audit reports for audits conducted in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, and required by this Agreement shall be submitted, when required by Section 200.512, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule, by or on behalf of the Provider directly to the following:

   A. Office of the Attorney General
   Bureau of Advocacy and Grants Management
   PL-01, The Capitol
   Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement shall be submitted timely in accordance with Title 2 C.F.R. Part 200, Subpart F, as applicable.

3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 19. MONITORING

In addition to reviews of audits conducted in accordance with Title 2 C.F.R. Part 200, Subpart F, by entering into this Agreement, the Provider agrees to comply and cooperate with any monitoring procedures/processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100% payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state law, or the Code of Federal Regulations, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of the Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 20. RETURN OF FUNDS

The Provider shall return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider shall immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider shall forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect

on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 21. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, Florida Statutes (2015), the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (2015), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

ARTICLE 22. GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 23. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention shall be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider shall indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider shall indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this

Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

ARTICLE 24. INDEMNIFICATION AND ASSUMPTION OF LIABLITY

To the extent permissible under Florida law, the Provider shall be liable for and indemnify, defend, and hold the OAG and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability shall not excuse the Provider's duty to defend and to indemnify the OAG within seven (7) days after notice by the OAG. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement, no third party may rely upon this Agreement or the rights and representations created by it for any purpose.

The Provider agrees to assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

ARTICLE 25. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event this Agreement is terminated by the OAG, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of the Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement shall be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination by the OAG or breach of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider shall be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 26. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of Article 7, Authorized Expenditures.

ARTICLE 27. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §7 94), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C.§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes (2015), the Provider agrees not to discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The Provider further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a Federal or State court, or a Federal or State administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2016. The training modules are available at http://ojp.gov/about/ocr/assistance.htm.

Pursuant to Section 287.134, Florida Statutes (2015), an entity or affiliate who has been placed on the Florida Department of Management Services' discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The OCR issued an advisory document for Federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

ARTICLE 28. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider shall not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 29. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program shall state: "This project was supported by VOCA-2016-City of Cocoa Police Depa-00901 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by City of Cocoa Police Department and the State of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY). Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The City of Cocoa Police Department is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 30. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens shall not be paid.
The Provider shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

ARTICLE 31. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. The OAG's contract administrator is the Bureau Chief, Christina F. Harris. All notices must be given to the parties' contract administrator.

ARTICLE 32. CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement shall be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 33. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for contractual services and/or availability to provide services for the entire Time of Performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of the Agreement. The total sum of monies available for reimbursement to the Provider for services provided shall not exceed $63515.86.

"Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's core business hours throughout the Time of Performance, as set forth in Article 3 of this Agreement. Core business hours are assumed to be at least from 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise approved as alternative core business hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

"Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to Article 7 of this Agreement.
ARTICLE 34. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the approved 2016-2017 grant application in the E-grants Management System, embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein.

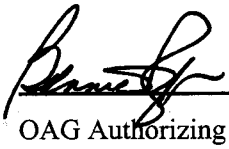
This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only, covering one fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Cocoa Police Department, have executed this agreement.

	
Authorizing Official	OAG Authorizing Official
	Bonnie Rogers
Print Name	Print Name
	9/19/16
Date	Date
John A. Titkanich Jr., City Manager	
Authorizing Official	Authorizing Official
John A. Titkanich Jr.	
Print Name	Print Name
9/12/16	
Date	Date
596000292	
FEID# of Provider	
SAMAS Code	



Page Information

The information has been saved.

Back

Document Information: VOCA-2016-City of Cocoa Police Depa-00901

Details

ADD NOTE CHECK GLOBAL ERRORS

VOCA FINANCIAL SUMMARY

Provider/Payee:
City of Cocoa Police Department

Grant No:
VOCA-2016-City of Cocoa Police Depa-00901

VOCA Budget

Budget Category	Original Approved	Cumulative Change	Current	%	VOCA Expenditures To Date	Balance
Personnel	$61,515.86	$0.00	$61,515.86	0.00%	$26,883.36	$34,632.50
Contractual	$0	$0	$0	0.00%	$0	$0
Equipment	$0	$0	$0	0.00%	$0	$0
Operating Cost	$0	$0	$0	0.00%	$0	$0
Training Cost	$2,000.00	$0	$2,000.00	0.00%	$0	$2,000.00
Total	$63,515.86	$0.00	$63,515.86		$26,883.36	$36,632.50

Match Budget

Budget Category	Original Approved	Cumulative Change	Current	%	VOCA Expenditures To Date	Balance
Personnel	$10,521.37	$0	$10,521.37	0.00%	$4,828.18	$5,693.19
Contractual	$0	$0	$0	0.00%	$0	$0
Equipment	$0	$0	$0	0.00%	$0	$0
Operating Cost	$4,858.00	$0	$4,858.00	0.00%	$1,288.29	$3,569.71
Training Cost	$0	$0	$0	0.00%	$0	$0
Total	$15,879.37	$0	$15,379.37		$6,116.47	$9,262.90

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Budget Modification Form			
	VOCA Financial Summary		Pellegrino, Courtney 11/2/2016 2:31:24 PM	
	Contract Versions		Pellegrino, Courtney 11/2/2016 2:31:14 PM	
	Sub-grantee Self-evaluation			

RESOLUTION NO. 2017-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 25th day of April, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 03/15/17

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,000	001-0000-331.20-15		VICTIMS OF CRIME ACT GRNT	$ 61,516	$ 61,516	$ 63,516	$ 52,204
$ 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
$ 2,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,140	001-2100-521.40-00	PD14VO	LAW ENF. TRAVEL & PER DIEM	$ 5,747	$ 5,747	$ 6,887	$ 4,999
$ 860	001-2100-521.55-00	PD14VO	LAW ENF. TRAINING	$ 5,177	$ 5,177	$ 6,037	$ 5,137
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 2,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget amendment is necessary because the VOCA grant administrators amended the grant and awarded the city $2000 in additional funds for training for the Victim Advocate Coordinator. The training dollars were provided to each agency in order to help in fulfilling the requirement of Article 15 of the VOCA agreement. Agenda 17-136

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/25/17 *RESOLUTION #:* 2017-42

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.

3/16/17 Susan Austin Digitally signed by Susan Austin Date: 2017.03.16 07:24:34 -04'00'	4/7/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.04.07 15:17:18 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/16/17 Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2017.03.16 10:10:01 -04'00'	4/7/17 Lora Howell Digitally signed by Lora Howell Date: 2017.04.07 15:28:42 -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 #:	17-158	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	4/7/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Approve Amendment to Agreement with Brevard Robotics, Inc.; To Approve Task Order 2017-19 with GUNNstruction, Inc. to Upsize Portion of Force Main along S.R. 524; Approve a Resolution Amending the FY2017 Budget; and Authorize the City Manager to Execute the Amendment. (Utilties Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-GUNNstruction, Inc. 2017-19 (4-10-17) $9,030 Quote from GUNNstruction, Inc. Budget Resolution - File ID 17-158 BAF-UT-Brevard Robotics (4-25-17) ~File ID 17-158.pdf Force Main Reimbursement Agreement First Modification w Exhibit 1				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 7, 2017
Agenda Date: April 25, 2017
Prepared By: Norma E. Hernandez, Administrative Assistant
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Amendment to Agreement with Brevard Robotics, Inc.; To Approve Task Order 2017-19 with GUNNstruction, Inc. to Upsize Portion of Force Main along S.R. 524, Project No. WS17FM; To Approve a Resolution Amending the FY2017 Budget; and To Authorize the City Manager to Execute the Amendment

BACKGROUND:

The City of Cocoa and Brevard Robotics have previously entered into an agreement to create an option to convert a private lift station into a City lift station and for the construction of a force main along Cox Road and State Road 524. Future potential development along S.R. 524 will entail a larger force main than Brevard Robotics requires. Therefore, the City is proposing to upsize the portion of force main along S.R. 524 at the City's expense.

GUNNstruction, Inc. has been selected by Brevard Robotics for the work and has quoted the force main upsizing in the amount of $9,030. Since GUNNstruction, Inc. is a Continuing Services Contractor with the City under RFQ-13-01-COC, and in order to promote efficiency within the Brevard

Robotics project, we recommend using GUNNstruction, Inc. to provide the work to upsize the force main.

City staff has reviewed the quote and recommends City Council approval of Task Order 2017-19 with GUNNstruction, Inc. to proceed with the proposed work to upsize the force main along S.R. 524.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$9,030
Account Number	421-4125-536.63-00, WS17FM
Account Name	Infrastructure
Source of Funds	421-4055-536.63-00, WS16MC

PREVIOUS ACTION:

On January 10, 2017, City Council approved agreement with Brevard Robotics, Inc. for the City to extend a sewer force main (which will be owned and operated by the City) and for an option to convert the private station into a future master lift station for City use, and authorized the City Manager to execute the agreement.

RECOMMENDED MOTION:

To Approve Amendment to Agreement with Brevard Robotics, Inc.; To Approve Task Order 2017-19 with GUNNstruction, Inc. to Upsize Portion of Force Main along S.R. 524, Project No. WS17FM; To Approve a Resolution Amending the FY2017 Budget; and To Authorize the City Manager to Execute the Amendment.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5122906&GUID=DEED4932-1CD6-4B8E-B6F1-85C382FC0114* is a secure document that has been embedded in this document. Double click the pushpin to view.



350 Tangerine Avenue, Suite #1 • Merritt Island, Florida 32953
Telephone (321) 455-6498 • FAX (321) 455-6499
gunnstruction@cfl.rr.com
State Certified #CUC1225078

GUNNSTRUCTION INC

Brevard Robotics
Cocoa, FL
4/4/2017

Item	Qty	Un	Un Cost ($)	Ext. Cost ($)
Force Main Extension along 524 R/W				
Additions				
6" PVC	1,924	LF	14.00	26,936.00
6" Direct bore	120	LF	38.00	4,560.00
6" Gate valve	1	EA	1,650.00	1,650.00
Fittings & restraints	1	LS	5,000.00	5,000.00
			Total Additions	**38,146.00**
Deductions				
4" PVC	1,924	LF	11.00	21,164.00
4" Direct bore	120	LF	31.00	3,720.00
4" Gate valve	1	EA	1,250.00	1,250.00
Fittings & restraints	1	LS	3,000.00	3,000.00
			Total Deductions	**29,134.00**
			TOTAL DIFFERENCE	**$9,030.00**

RESOLUTION NO. 2017-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; 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, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; 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 2016-2017 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 this 25th day of April, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 04/12/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 9,030)	421-4055-536.63-00	WS16MC	Infrastructure	$ 17,432,098	$ 21,216,428	$ 21,207,398	$ 6,645,350
$ 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
($ 9,030)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 9,030	421-4125-536.63-00	WS17FM	Infrastructure	$ 555,000	$ 1,075,605	$ 1,084,635	$ 206,412
$ 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
$ 9,030	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer necessary to fund the upsizing of the force main along Cox Road and S.R. 524. Future potential development along this area justifies a larger force main.

Agenda File ID: 17-158

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/25/17 *RESOLUTION #:* 2017-45

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.

4/12/17	Norma Hernandez	4/12/17	Paula Pates		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/12/17	John "Jack" Walsh	4/12/17	Anne Quesada		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

6

Return to: Carie Shealy
City Clerk
65 Stone Street
Cocoa, Florida 32922

FORCE MAIN REIMBURSEMENT AGREEMENT

THIS AGREEMENT, entered into this 1st day of November, 2016, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **Brevard Robotics, Inc.**, a Florida corporation (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") within the City of Cocoa, Florida as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested permits through the City of Cocoa to extend a sewer force main from its existing property located on Cox Road to a connection point with the City's existing public sewer system located along State Road 524; and

WHEREAS, once the force main has been constructed, inspected, cleared for use and accepted by the City, it will be owned and maintained by the City, and will benefit the City via expansion of the City's public sewer system;

WHEREAS, the Developer/Owner will pay all costs associated with construction of the force main; and

WHEREAS, the force main will be of sufficient size and capacity to accommodate use by other nearby property owners; and,

WHEREAS, the City is authorized to regulate development of the Property.

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference. This Force Main Reimbursement Agreement is created for the benefit of the City, as well as the Developer/Owner and his successors and assigns.

2. Contractor shall be fully responsible for designing, permitting and constructing the improvements. Contractor shall perform its duties, responsibilities, obligations, or functions set forth in this Agreement with due diligence and reasonable care consistent with prudent utility practices, or to otherwise meet its obligations under this Agreement. The City shall not be required or obligated in any way to design, permit, construct or participate in any way in the construction of the improvements, until such time as the improvements are constructed, approved, cleared for use and fully accepted by the City in writing. Once this has occurred to the satisfaction of the City, it is the intent of the parties that the Developer/Owner, its grantees, successors or assigns in interest will transfer ownership of the force main through a Bill-of-Sale and that the City shall be responsible for the maintenance of the utility improvements lying within the existing public right-of-ways of Cox Road and State Road 524.

3. For a period of seven (7) years from the date of the Bill-of-Sale, the City will require any third party users who wish to connect to and benefit from the referenced force main, to provide a pro-rata reimbursement for their fair share of the established construction costs listed in the Bill-of-Sale for the forcemain. The reimbursement will be based on the projected third party flow reflected on their permit application (in gallons per day – GPD, peak flow), versus the overall force main capacity of 200GPM, expressed as a percentage of the overall construction cost established on the Bill-of-Sale for the forcemain portion of construction.

4. The City will receive the third party reimbursement as a part of its permitting process, and then reimburse the Developer/Owner in the same amount within 90 days of receipt of payment.

5. In the future, if a third party desires to utilize the private lift station constructed by Developer/Owner for its benefit, by mutual consent from the City and the Developer/Owner, the private station may be converted to a public lift station. If agreed to, the Developer/Owner also agrees to convey an easement over for the lift station to the City along with an appropriate access easement consistent with the current standards described in the latest and most current City Utilities Handbook. Once the station is modified and constructed to City standards at no expense to the Developer/Owner, the operation and maintenance of the station will become the responsibility of the City in perpetuity.

6. Developer/Owner, upon execution of this Agreement, shall pay to the City the cost of

recording this Agreement in the Public Records of Brevard County, Florida.

7. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provisions in this Agreement shall be construed as a waiver of sovereign immunity by the City. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. At such time this Agreement is approved and fully executed by the Parties, this Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property, and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property. In the event the subject Property is annexed into a separate municipality or the County, this Agreement shall be null and void.

9. Prior to the Developer's conveyance of the improvements to the City, this Agreement may be terminate by mutual written agreement. After conveyance of said improvements, this Agreement shall terminate five (5) years after the ownership of the improvements are transferred to the City pursuant to this Agreement.

10. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto.

11. A Party shall be deemed in default under this Agreement if that defaulting party fails to perform a material term of this Agreement, and such failure is not cured in accordance with the terms of this Agreement within thirty (30) calendar days after receipt of written notice of the default. The remedies upon default shall be limited to specific performance and recovery of actual damages (except for attorney's fees and related costs) incurred by reason of, the defaulting party's failure to perform. Notwithstanding any other provision of this Agreement, in no event shall any party have any liability to the other parties under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (A) any special, incidental, indirect, exemplary, or consequential damages; (B) loss of profits or revenues, loss of use of plant or equipment, or claims of customers of any party, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary, or otherwise; or (C) costs, losses, damages, expenses, fines or penalties to the extent

that any such party is entitled to receive insurance proceeds pursuant to an insurance policy or policies covering such costs, losses, damages, expenses, fines, or penalties.

12. Notwithstanding any provision of this Agreement, the Parties do not intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit either among themselves or with any other third party.

13. In the event of any dispute arising under this Agreement between the Parties, each party shall be responsible for their own attorney's fees and costs. All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in accordance with the following steps in the following order: (a) negotiation;(b) non-binding mediation; and (c) judicial resolution.

14. The Parties acknowledge that this Agreement was entered and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be Brevard County, Florida.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

[Signature Page Follows]

ATTEST:

Carie Stealy, City Clerk

CITY OF COCOA
65 Stone Street
Cocoa, FL 32922

Henry U. Parrish III, Mayor
As approved by the Council on 01/10/2017

WITNESSES:

Angela O'brien
(Witness Name typed or printed)

Joseph W. Mayer
(Witness Name typed or printed)

DEVELOPER/OWNER

George Kellgren, President

Brevard Robotics, Inc. 1485 Cox Rd., Cocoa, FL 32926
(Address)

George Kellgren, President

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 1st day of NOV, 2016, by George Kellgren, who is personally known to me or who has produced _____ as identification.

My commission expires 6/26/17
SEAL
Commission No.: FF031746

Michelle Wakefield
Notary Public
Michelle Wakefield
(Name typed, printed or stamped)

MICHELLE WAKEFIELD
MY COMMISSION # FF 031746
EXPIRES: June 26, 2017
Bonded Thru Notary Public Underwriters

BREVARD ROBOTICS

EXHIBIT "A"

1475 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-00-785

1485 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-00-26

1495 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-00-27

1505 Cox Road, Cocoa, FL 32926 - Parcel ID 24-35-23-02-*-6

Return to: Carie Shealy
City Clerk
65 Stone Street
Cocoa, Florida 32922

FIRST MODIFICATION

FORCE MAIN REIMBURSEMENT AGREEMENT

THIS FIRST MODIFICATION, entered into this ____ day of _____, 2017, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **Brevard Robotics, Inc.** a Florida corporation (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner and the City entered into that certain Force Main Reimbursement Agreement, dated November 1, 2016 ("Original Agreement"); and

WHEREAS, Developer/Owner and the City desire to amend the Original Agreement to permit the City upsize the force main under the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference. This First Modification to Force Main Reimbursement Agreement is created for the benefit of the City, as well as the Developer/Owner and his successors and assigns.

2. The City desires to upsize a portion of the force main from the intersection of Cox Road and SR 524 to the gravity manhole approximately 1900 feet to the east of SR 524. Developer/Owner desires to facilitate the upsizing requested by the City provided the City pays for the upsizing.

3. The Developer/Owner has obtained a quote for the upsizing from their contractor, Gunnstruction, Inc., as more specifically set forth and hereby fully incorporated herein as **EXHIBIT "1."**

4. The City agrees to pay Nine Thousand Thirty and No/100 Dollars ($9,030.00) for the upsizing in accordance with the terms and conditions of the attached quote.

5. All other terms and conditions of the Original Agreement not modified by this First Modification shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of

the date and year first written above.

Carie Shealy, City Clerk

Henry U. Parrish III, Mayor
As approved by the Council on _____

WITNESSES:

_____

_____
(Witness Name typed or printed)

_____

_____
(Witness Name typed or printed)

DEVELOPER/OWNER

George Kellgren, President

Brevard Robotics, Inc. 1485 Cox Rd., Cocoa, FL 32926
(Address)

_____
George Kellgren, President

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is personally known to me or who has produced _____as identification.

My commission expires
SEAL
Commission No.:

_____
Notary Public

_____
(Name typed, printed or stamped)

350 Tangerine Avenue, Suite #1 • Merritt Island, Florida 32953
Telephone (321) 455-6498 • FAX (321) 455-6499
gunnstruction@cfl.rr.com
State Certified #CUC1225078

GUNNSTRUCTION INC

Brevard Robotics
Cocoa, FL
4/4/2017

Item	Qty	Un	Un Cost ($)	Ext. Cost ($)
Force Main Extension along 524 R/W				
Additions				
6" PVC	1,924	LF	14.00	26,936.00
6" Direct bore	120	LF	38.00	4,560.00
6" Gate valve	1	EA	1,650.00	1,650.00
Fittings & restraints	1	LS	5,000.00	5,000.00
			Total Additions	**38,146.00**
Deductions				
4" PVC	1,924	LF	11.00	21,164.00
4" Direct bore	120	LF	31.00	3,720.00
4" Gate valve	1	EA	1,250.00	1,250.00
Fittings & restraints	1	LS	3,000.00	3,000.00
			Total Deductions	**29,134.00**
			TOTAL DIFFERENCE	**$9,030.00**

EXHIBIT
tabbies
1

Legislation Details (With Text)

File #:	17-179	**Version:** 1	**Name:**	Forrest Avenue Stormwater Pond
Type:	Informational Item		**Status:**	City Business
File created:	4/19/2017		**In control:**	City Council
On agenda:	4/25/2017		**Final action:**	
Title:	Approve the use of recently acquired property at US #1 and Forrest Ave. as a Stormwater Treatment Facility. (Public Works Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Forrest Property original design Forrest Property revised design			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2017
Agenda Date: April 25, 2017
Prepared By: Everett J. Wegerif, P.E. Public Works Director
Through: Everett J. Wegerif, P.E. Public Works Director
Requested Action:
Approve the use of recently acquired property at US #1 and Forrest Ave. as a Stormwater Treatment Facility.

BACKGROUND:

Council recently approved a resolution to acquire a piece of property located at the corner of US#1 and Forrest Ave from the Florida Department of Transportation (FDOT). The property was offered to the city with restrictions that there could not be a driveway to US#1 and that the property had to be used for a public purpose. The City Attorney's office is currently working with FDOT to finalize the conveyance of the Property, and the City anticipates that the transfer of the property to the City will occur very soon.

Stormwater Utility staff determined that this location would be an ideal location to treat stormwater runoff from a small portion of US #1, Forrest Ave and adjacent areas that drain straight to the Indian River Lagoon without treatment. A preliminary concept design was prepared to determine the best location of drainage pipes while US #1 was under construction and the future location of a dry retention area. The conceptual plan utilized approximately one acre of the three acre site for the retention area.

Construction of Fire Stations are currently underway and fill material is needed at all three locations. Using fill from this site would reduce the construction cost of the Fire Stations. The original concept

would provide only a portion of the fill needed for the fire stations. Staff proposes to increase the size of the dry retention area as needed to provide all of the fill material. A sketch showing an expanded pond area would provide the fill, however the dry retention area would preclude other future uses of the property. It is proposed that large Oak trees would remain and space for a future walking path would remain around the perimeter of the property. This project will also provide stormwater credits for Cocoa's BMAP nutrient reduction program.

The Stormwater Utility will budget for the construction of remaining improvements such as baffle box, pipe, fence, irrigation system and sod in the next year's budget starting in October 1, 2017. No budgetary impacts requiring council approval are anticipated this Fiscal Year.

STRATEGIC PLAN CONNECTION:

This project will improve Economic Development in the city, resulting in growth of the city's economic position and resulting Fiscal Sustainability. Improvement to the environmental component of the city's Image will be improved.

BUDGETARY IMPACT:

There will be no budgetary impacts to the FY 2017 budget requiring council approval. Future expenses and revenues will be appropriately budgeted.

PREVIOUS ACTION:

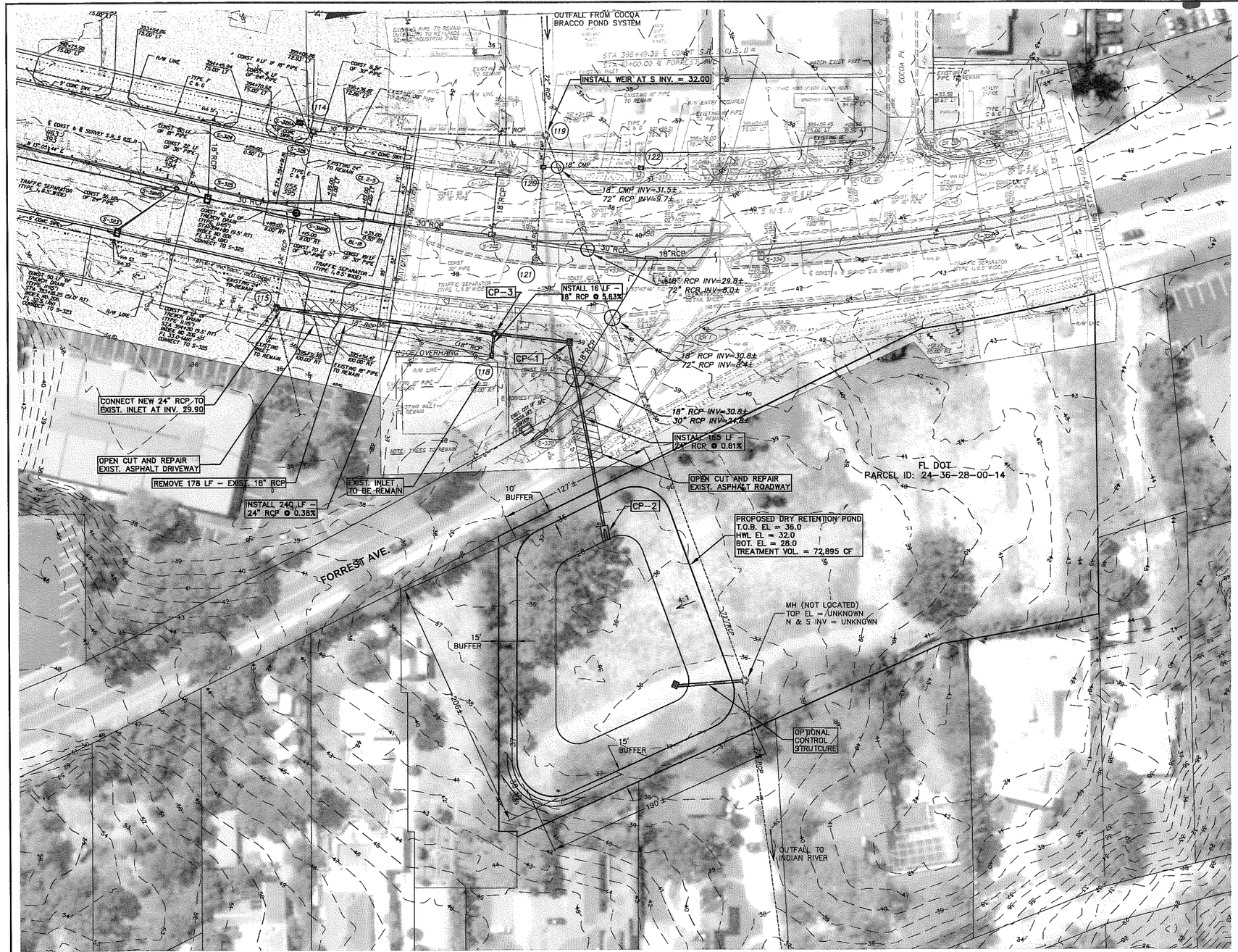
City Council approved the resolution to acquire the property from FDOT on April 11, 2017.

RECOMMENDED MOTION:

Approve the use of recently acquired property at US #1 and Forrest Ave. as a Stormwater Treatment Facility.

powered by Legistar™

original Concept



STORM STRUCTURE DATA TABLE:

EXISTING STRUCTURE DATA:

NO.	DESCRIPTION
114	DBI GRATE EL = 33.04 FLOOR EL = 28.87 N INV = UNKNOWN (30" CMP) E INV = UNKNOWN (24" RCP)
115	DBI GRATE EL = 34.29 N INV = 29.89 (18" CMP) E INV = 29.92 (18" CMP) W INV = 29.78 (24" RCP)
118	DBI GRATE EL = 34.87 S INV = 30.11 (18" CMP)
119	MH TOP EL = 36.21 S INV = 27.26 (30" CMP) E INV = UNKNOWN (24" CMP) E INV = 10.0± (72" RCP) W INV = 10.0± (72" RCP) FLOOR INV = 8.93
120	DBI GRATE EL = 35.19 N INV = 31.26 (18" CMP) S INV = 31.25 (UNKNWN) E INV = 31.30 (18" RCP) W INV = 31.34 (24" CMP)
121	MH TOP EL = 37.96 W INV = 32.43 (18" RCP)
122	DBI GRATE EL = 36.22 N INV = 32.59 (18" CMP) S INV = 32.52 (18" CMP)

FDOT DESIGN STRUCTURE DATA:

NO.	DESCRIPTION
S-3MH6	CONFLICT MH TOP EL = 35.44 S INV = 26.80 (30" RCP) N INV = 26.80 (30" RCP) W INV = 29.30 (24" RCP) E INV = 29.30 (24" RCP)
S-325	INLET TYPE J-7 EOP EL = 34.75 N INV = 26.50 (30" RCP) S INV = 26.50 (30" RCP) W INV = 29.60 (18" RCP)
S-326	MH TOP EL = 34.00 E INV = 28.90 (24" RCP) N INV = 28.90 (30" RCP) S INV = 28.90 (18" RCP)
S-326A	DBI GRATE EL = 33.00 N INV = 29.00 (18" RCP)
S-327	INLET TYPE P-5 EOP EL = 35.95 E INV = 31.10 (18" RCP)
S-328	MH EOP EL = 36.67 N INV = 29.50 (30" RCP) S INV = 29.50 (30" RCP) W INV = 31.00 (18" RCP)
S-330	INLET TYPE P-6 (AT FORREST AVE.) EOP EL = 36.12 W INV = 30.90 (18" RCP)
S-334A	INLET TYPE P-5 EOP EL = 38.67 E INV = 30.70 (18" RCP) N INV = 30.00 (18" RCP) S INV = 30.00 (30" RCP)

CONCEPT DESIGN STRUCTURE DATA:

NO.	DESCRIPTION
CP-1	DBI GRATE EL = 39.0± E INV = 29.0 (24" RCP) S INV = 29.0 (24" RCP)
CP-2	MES W INV = 28.0 (24" RCP)
CP-3	MH TOP EL = 37.2± W INV = 29.2 (24" RCP) E INV = 29.2 (24" RCP)

NOTES:

1. AERIAL IMAGE PER FDOT SURVEYING AND MAPPING DEPT. AND ACQUIRED JAN. 2012.
2. CONTOUR INFORMATION PER BREVARD COUNTY GIS DEPT. LIDAR DATABASE.
3. ELEVATION REFERENCE IS NORTH AMERICAN DATUM OF 1988 (NAVD 88).
4. PARCEL LINES SHOWN PER BREVARD COUNTY PROPERTY APPRAISER'S OFFICE AND ARE FOR INFORMATION ONLY.

LEGEND:

CP-1 CONCPETUAL PLAN STORM STRUCTURE ID

—20— PROPOSED CONTOUR

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
PHONE: (386) 761-6810 FAX: (386) 761-3977
P.O. DRAWER 290247, PORT ORANGE, FL 32129-0247

CITY OF
COCOA
BREVARD COUNTY, FLORIDA

US 1 (SR 5) AND FORREST AVE. STORMWATER POND DESIGN

PROJECT NO: CO____

CONCEPT PLAN "B" DRY POND & NEW 24" RCP E. OF U.S. 1

DRAWN BY: QLH

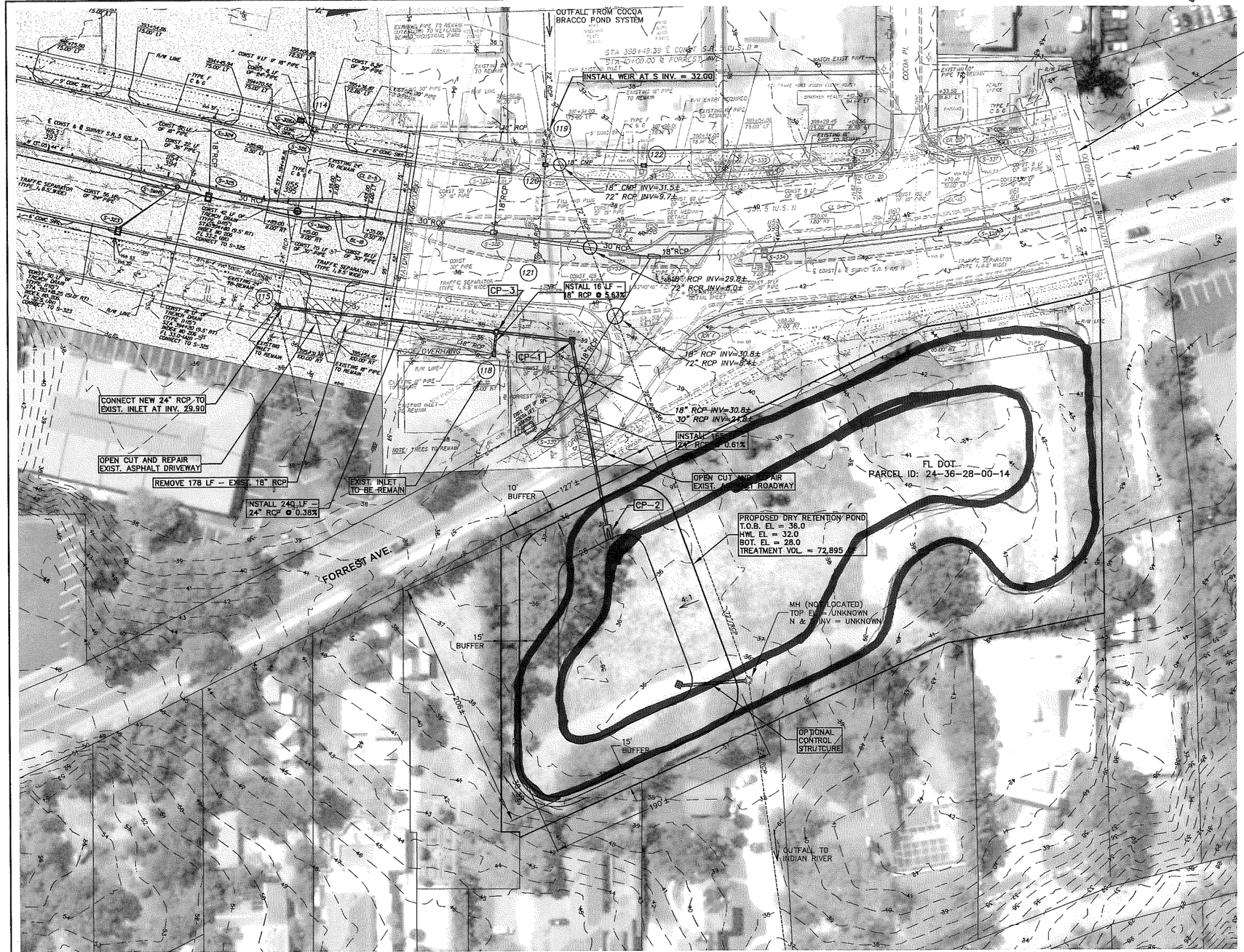
DAVID A. KING, P.E.
FLORIDA REGISTRATION 50609

DWG NO. 2

SHEET OF

S:\MS\Shared\Eng\Cocoa-us 1 Storm Pond Awards\CAD\Concept\CO___-2 CONCEPT PLANS.dwg, SHT-2 CONCEPT B IMPORT, 12/11/2013 1:04:15 PM, TZ

Revised Concept



STORM STRUCTURE DATA TABLE:

EXISTING STRUCTURE DATA:

NO.	DESCRIPTION
114	DBI GRATE EL = 33.04 FLOOR EL = 28.87 N INV = UNKNOWN (30" CMP) E INV = UNKNOWN (24" RCP)
115	DBI GRATE EL = 34.29 N INV = 29.89 (18" CMP) E INV = 29.92 (18" CMP) W INV = 29.78 (24" RCP)
118	DBI GRATE EL = 34.87 S INV = 30.11 (18" CMP)
119	MH TOP EL = 36.21 S INV = 27.26 (30" CMP) E INV = UNKNOWN (24" CMP) E INV = 10.0± (72" RCP) W INV = 10.0± (72" RCP) FLOOR INV = 8.93
120	DBI GRATE EL = 35.19 N INV = 31.26 (18" CMP) S INV = 31.26 (UNKNWN) E INV = 31.30 (18" RCP) W INV = 31.34 (24" CMP)
121	MH TOP EL = 37.96 W INV = 32.43 (18" RCP)
122	DBI GRATE EL = 36.22 N INV = 32.59 (18" CMP) S INV = 32.52 (18" CMP)

FDOT DESIGN STRUCTURE DATA:

NO.	DESCRIPTION
S-3MH6	CONFLICT MH TOP EL = 35.44 S INV = 26.80 (30" RCP) N INV = 26.80 (30" RCP) W INV = 29.30 (24" RCP) E INV = 29.30 (24" RCP)
S-325	INLET TYPE J-7 EOP EL = 34.75 N INV = 26.50 (30" RCP) S INV = 26.50 (30" RCP) W INV = 29.60 (18" RCP)
S-326	MH TOP EL = 34.00 E INV = 28.90 (24" RCP) N INV = 28.90 (30" RCP) S INV = 28.90 (18" RCP)
S-326A	DBI GRATE EL = 33.00 N INV = 29.00 (18" RCP)
S-327	INLET TYPE P-5 EOP EL = 35.95 E INV = 31.10 (18" RCP)
S-328	MH EOP EL = 36.67 N INV = 29.50 (30" RCP) S INV = 29.50 (30" RCP) W INV = 31.00 (18" RCP)
S-330	INLET TYPE P-6 (AT FORREST AVE.) EOP EL = 36.12 W INV = 30.90 (18" RCP)
S-334A	INLET TYPE P-5 EOP EL = 38.67 E INV = 30.70 (18" RCP) N INV = 30.00 (18" RCP) S INV = 30.00 (30" RCP)

CONCEPT DESIGN STRUCTURE DATA:

NO.	DESCRIPTION
CP-1	DBI GRATE EL = 39.0± E INV = 29.0 (24" RCP) S INV = 29.0 (24" RCP)
CP-2	MES W INV = 28.0 (24" RCP)
CP-3	MH TOP EL = 37.2± W INV = 29.2 (24" RCP) E INV = 29.2 (24" RCP)

NOTES:

1. AERIAL IMAGE PER FDOT SURVEYING AND MAPPING DEPT. AND ACQUIRED JAN. 2012.
2. CONTOUR INFORMATION PER BREVARD COUNTY GIS DEPT. LIDAR DATABASE.
3. ELEVATION REFERENCE IS NORTH AMERICAN DATUM OF 1988 (NAVD 88).
4. PARCEL LINES SHOWN PER BREVARD COUNTY PROPERTY APPRAISER'S OFFICE AND ARE FOR INFORMATION ONLY.

LEGEND:

- CP-1 — CONCPETUAL PLAN STORM STRUCTURE ID
- —20— PROPOSED CONTOUR

NO.	BY	REVISIONS	DATE

NO.	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
PHONE: (386) 761-6810 FAX: (386) 761-3977
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF
COCOA
BREVARD COUNTY, FLORIDA

US 1 (SR 5) AND FORREST AVE. STORMWATER POND DESIGN

PROJECT NO: CO___

CONCEPT PLAN "B" DRY POND & NEW 24" RCP E. OF U.S. 1

DRAWN BY: QLH

DAVID A. KING, P.E.
FLORIDA REGISTRATION
50609

DWG NO. 2

SHEET OF

S:\WS\Geneva\Cad\Cocoa-US 1 Storm Rpt-Andrew\GIS\Concept\GIS___L4 CONCEPT PLANS.dwg, DWT: 2-CONCEPT B IN-FDOT, 5/11/2013 1:04:55 PM, TZ

Legislation Details (With Text)

File #:	17-130	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	3/21/2017		**In control:**	City Council	
On agenda:	4/25/2017		**Final action:**		
Title:	Approval to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019; and Authorize the City Manager to sign associated contract addendums. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, medical				
Code sections:					
Attachments:	Gehring Group, Inc Contract.pdf First Modification				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 12, 2017
Agenda Date: April 25, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approval to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019 and authorizing the City Manager to sign associated contract addendums.

BACKGROUND:

In 2012, the City of Cocoa initiated the Request for Proposal (RFP) process for the selection of an Insurance Broker of Record for the City's health insurance benefits. At that time, the Gehring Group was recommended to City Council based on factors of qualifications, cost containment, and past/present experience and a multi-year contract was approved effective June, 12, 2012. Since that time the City has its renewal term options for two additional one year periods, making the expiration date June 11, 2017.

City Staff has been pleased with the services provided by Gehring Group (Gehring). The City retains a benefit broker to negotiate better pricing, to maintain and to improve our benefits. In the first year of brokerage for the City, with the assistance of Gehring, the City saved over $700,000 in the renewal of our medical plan. Additional examples of their professional guidance include the implementation of the City's Employee Health Center in 2014 and keeping us compliant with the many new

compliance requirements put on the City related to Health Care Reform under the Affordable Care Act.

With the pending expiration of the contract terms of the current benefit broker agreement with Gehring, the City has the options to solicit competitive bids thorough the RFP process, piggyback with another municipality for the same services/pricing, or to extend the current contract for an additional term with mutual agreement between City Council and Gehring. On October 25, 2016, the City of Cocoa entered into an Interlocal Agreement with the Cities of Cocoa Beach, Rockledge, and Satellite Beach for the sharing of the City's Health Center. Gehring played an instrumental role in making this sharing arrangement a success. With this sharing arrangement being so new and recent, City Staff is of the opinion Gehring's continued guidance on the health center is critical to the continued success of the project. Especially since Gehring is the Agent of Record for all cities involved. Therefore, it is not recommended to complete the RFP process for new bids now, as it is in the best interest of the City to ensure the health center partnership is properly evaluated by Gehring Group during the first year to determine any necessary modifications.

The option to "piggyback" with another municipal Gehring contract that has been approved through the competitive bidding process was evaluated. RFPs and contracts from the City of Oakland Park and Hernando County were reviewed and compared to our existing pricing and terms with Gehring. Due to the different insurance/benefit plans that each city/counties offers, the pricing in these contracts would actually increase the cost to the City of Cocoa and this option would not be viable to the City.

City Staff recommends extending the current Gehring contract an additional one year term, through June 11, 2018 with an additional option year renewal year through June 11, 2019. This option is recommended due to the recent partnership of the Health Center Interlocal Agreement (ILA) and Gehring's significant knowledge and history of the partnering cities. This option allows the City sufficient time to work with the partnering cities through Gehring's guidance to assist in any recommendations for further ILA modifications.

STRATEGIC PLAN CONNECTION:

Having an insurance broker of record assists the City's strategic plan by containing the cost of our employee benefit plans which in turn will assist in the retention of employees.

BUDGETARY IMPACT:

Budgeted N/A

There is no budgetary impact, as the commission rates are paid by the vendors and not the City.

PREVIOUS ACTION:

At Regular City Council Meeting on June 12, 2012, City Council approved the contract for Insurance

Broker of Record for Gehring Group, Inc.

At Regular City Council Meeting on May 8, 2012, City Council approved the vendor ranking for RFP # P-12-09-COC for Insurance Broker of Record and authorize the City Manager or designee to negotiate a contract with the vendor ranked number one.

RECOMMENDED MOTION:

Approval to extend multi-year contract with Gehring Group, Inc. as the City of Cocoa's Insurance Broker of Record by mutual agreement between the City and Gehring Group through June 11, 2018 with an additional one-year extension term through June 11, 2019 and authorizing the City Manager to sign associated contract addendums.

powered by Legistar™

AGREEMENT TO PROVIDE AGENT OF RECORD SERVICES

RELATING TO EMPLOYEE BENEFITS

THIS AGREEMENT ("Agreement") is made this 12 day of June, 2012, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
b. GEHRING GROUP is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and GEHRING GROUP as follows:

SECTION ONE
NATURE OF WORK

GEHRING GROUP will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the "SCOPE OF SERVICES" as set forth in **EXHIBIT "A,"** attached hereto and incorporated herein by this reference, and the BenTek Online Benefits and Enrollment System as outlined and attached hereto and incorporated herein as **EXHIBIT "B."** Unless otherwise provided herein, GEHRING GROUP shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The GEHRING GROUP warrants that it holds all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The GEHRING GROUP shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO
PLACE OF WORK

GEHRING GROUP agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of services, the services and hours GEHRING GROUP is to work on any given day, will be entirely within GEHRING GROUP'S control and professional judgment, and CITY will rely upon GEHRING GROUP to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A"**. All work furnished by the GEHRING GROUP hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR
PAYMENT

GEHRING GROUP will be compensated through payment of commissions received from the various carriers who have contracted with the CITY to provide coverage to the CITY as outlined in **EXHIBIT "C"** entitled "Commissions". The annual services to be provided by the GEHRING GROUP to the CITY are described in **EXHIBIT "A"** entitled "SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP." In addition, GEHRING GROUP shall provide the Additional Services listed in **EXHIBIT "A,"** and the use of the BenTek software, including the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing for such Additional Services as overviewed in **EXHIBIT "B."** The undertaking by GEHRING GROUP to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, GEHRING GROUP agrees to perform additional services hereunder, the CITY shall pay GEHRING GROUP for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement outlining such additional fee and services, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by GEHRING GROUP unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be three (3) years, and may be renewed for two (2) additional one year periods at the sole option of the CITY. The CITY's City Manager may exercise this renewal option by providing the GEHRING GROUP with at least 120 days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX
STATUS OF GEHRING GROUP

This Agreement calls for the performance of the services of GEHRING GROUP as an independent contractor, and GEHRING GROUP, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts or omissions or willful misconduct of GEHRING GROUP, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the GEHRING GROUP, its employees, or agents, or any errors and omissions of the GEHRING GROUP, its employees, or agents, or any breach of this Agreement by GEHRING GROUP, its employees, or agents. GEHRING GROUP shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

GEHRING GROUP shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the GEHRING GROUP hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. GEHRING GROUP shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by GEHRING GROUP pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving GEHRING GROUP 120 days advance written notice of the CITY's intent to terminate the Agreement.

SECTION NINE
MISCELLANEOUS

1. As an independent contractor, GEHRING GROUP shall pay all expenses in connection with its consulting business and GEHRING GROUP will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. In the event either party hereto shall file a lawsuit to enforce any of the terms hereof, the prevailing party shall be entitled to recover all costs, charges, and expenses of enforcement, including reasonable attorney's fees incurred in a trial of appellate proceeding.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and GEHRING GROUP.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The GEHRING GROUP recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative.

This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

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

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

10. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the GEHRING GROUP and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the CITY or the GEHRING GROUP. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the GEHRING GROUP is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Manager. Upon request by the CITY, the GEHRING GROUP shall promptly supply copies of said public records to the CITY. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the GEHRING GROUP be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

11. The GEHRING GROUP shall maintain in effect, during the life of this Agreement, a minimum of $1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement. Current, valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this Agreement. Renewal certificates shall be sent to the CITY prior to any expiration date. There shall also be a thirty (30) day advance written notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage.

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

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

BY: _____
MICHAEL C. BLAKE
MAYOR

ATTEST:

BY: _____
JOAN CLARK
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, PRESIDENT

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY GEHRING GROUP

The below list of services, as outlined in RFP # 12-09-COC, are to be provided by Gehring Group as part of inclusive services for the following lines of coverage: Medical Insurance with Prescription Coverage, Dental Insurance, Vision Insurance, Flexible Spending Account, Life Insurance, Disability Insurance, Employee Assistance Program:

(a) Provide the City with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.

(b) Act as a resource to advise the City in the areas of COBRA, HIPPA, Cafeteria Plan Section 125, ERISA, EEO, FMLA, Health Care Reform laws and any other areas in the insurance field where expertise and guidance may be requested.

(c) Assist the City in identifying its employee insurance benefits and recommend methods to reduce, offset or update its coverage requirements.

(d) Aid the City in understanding and negotiating all of the insurance matters concerning rates, claims, and resolution of issues on behalf of the City.

(e) Recommend any additional coverage to the City that the Broker feels should be carried but currently is not in place.

(f) Assist the City in the areas of evaluating insurance available in the market, claims handling and administration, as requested.

(g) Review collective bargaining agreements to identify the City's health benefits obligations.

(h) Review the claims history reports and collaborate with the HR Benefits Coordinator to generally assist the City with developing policies.

(i) Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations.

(j) Attend events concerning the City's Insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, and any other meeting deemed appropriate by the City.

(k) Provide various claims review reports as requested.

(l) Conduct analysis of insurance programs within other local governments to compare best practices.

(m) Issue Certificates of Insurance (COI) as may be required by the City.

(n) Any additional services agreed upon by the City and Broker.

(o) Provide the City with any additional recommendations that will foster innovative practices and options regarding insurance.

(p) Provide recommendation for RFP for health insurance and other listed benefits. All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

ADDITIONAL SERVICES:

Additionally, inclusive to this agreement are the standard Gehring Group Services, provided for each plan year of October 1 – September 30th, pursuant to this agreement, as outlined below:

A. Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-plan year, fourth quarter, and pre-renewal.

B. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the CITY.

C. Attend and/or conduct group insurance committee meetings with employees and management. Conduct review sessions and renewal negotiations based on experience periods.

D. Provide review/analysis/projections to include:
   a. Projected renewal costs
   b. Enrollment analysis and comparisons
   c. Claims analysis and comparisons
   d. High cost claim summary
   e. Network utilization and cost avoidance reports
   f. Any additional reports determined to be needed and available and that the GEHRING GROUP believes will be beneficial to the CITY

E. Support the CITY administrative staff by resolving important enrollment and billing problems.

F. Serve the CITY's employees by resolving individual benefit delivery issues including special problems with providers and claims.

G. Assist with annual employee open enrollment meeting for the purpose of supporting and improving service to employees and assist the CITY in getting BenTek up and running on the CITY's system.

H. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses and their fees including Gehring Group commissions, in a format that is easy to understand and helpful in decision-making.

I. Be available for questions, explanations, discussions, and respond to requests from Human Resources or City Management within the time frame requested.

J. Provide guidance and assistance with COBRA compliance and administration.

K. Provide administration (or pay for administration services) for COBRA voluntary benefits, leave of Absence voluntary benefits, and Retiree voluntary benefits.

L. Meet with employee insurance advisory committee about strategic planning on an as needed basis.

M. Provide Additional Services
- Program Implementation
- Ongoing Service
- On-site Service
- Employee Surveys
- Employee Benefits Handbook
- In-House Graphics Department – Professional Employee Communications
- Produce Formal Proposals / Make Presentations

EXHIBIT "B"

BenTek®
Benefits Technology by Benefits People

Comprehensive Online Benefits Enrollment & Administration System

BenTek® is an innovative tool that Gehring Group has provided to a large number of our public sector clients to much acclaim. BenTek®, Benefits Technology by Benefits People, is a comprehensive on-line benefits administration system aimed at increasing efficiencies and reducing the burden of the administration of your employee benefits program. BenTek® segregates processes and embodies three online modules:

1. Internet based open enrollment site that allows employees to enroll in their selected benefits online in a paperless format,
2. A 24/7 employee benefits center from which employees can access provider links, policy information, report qualifying events and view their benefit elections, and
3. The benefits administration system which can perform the functions of an employee benefits data management system all year round, allowing for electronic transmission of eligibility data to carriers. BenTek also boasts unique audit capabilities that allow the administrator to easily identify when payroll deductions have not been taken – resulting in not only the savings of reconciliation time, but also ensuring the employee portion of any premiums is also collected.

Imagine your next open enrollment being a virtually paperless process. It is a system that is so simple to use that instructions are not necessary. We have had great success with implementing BenTek for clients with a varied degree of technology sophistication - from the proficient to the inexperienced web user. And with features such as online life insurance beneficiary designation, automatic transmission of eligibility updates to multiple insurance carriers, the ability for the employee to report qualifying events subject to the administrators acceptance, the ability to print a report of changes to employee benefits for bill reconciliation, and an employee benefits center with links and forms that mitigate informational request calls to HR; BenTek® becomes another member of your benefits administration team. BenTek is a customizable solution that has proven itself an invaluable, easy to use resource for a number of public sector entities throughout the state of Florida including cities, school boards, counties, and special taxing districts, who have applauded the responsiveness and professional knowledge exhibited by BenTek's staff.

BenTek® Services

BenTek®, the internet based employee benefits administration solution is comprised of three modules: Client Administration System, Open Enrollment, and Employee Benefits Center.

The **Client Administration System** allows for one point of entry for employee benefits data management and allows the Client to:

- Update personnel benefit plans and election related data
- Generate and process carrier self billing files
- Make prior and partial period (as permitted by carrier) adjustments
- Produce payroll related benefit deduction analyses
- Allow for electronic multiple carrier updates of eligibility from single entry point on bi-weekly or other designated period
- Approve/deny/suspend pended changes requested by plan participants
- Maintain historical record of employee election and plan changes
- Transmit electronic or paper report to payroll department listing current benefit plan payroll deduction changes
- Warehouse final billing files segregated by carrier
- Provide standard reports for historical periods for various administration functions (e.g. Census)
- Provide customized reporting capability

The **Open Enrollment Module** allows internet access for employees to confirm or make changes to their benefits and/or plan selections for the upcoming plan year. Data the participants' access is their own frozen participant enrollment data at a specified snapshot date. This module allows the Client and/or employees to:

- Track plan changes made on a daily basis
- Generate confirmation statements with elections chosen & deduction post changes as entered for new plan year
- Link to applicable benefits booklet plan section
- Link to carrier websites
- Link contact information for employee questions
- Capability to print carrier forms
- Prohibit employees from making changes to comply with carrier mandated signature authorization requirements
- Offer separate passwords/access capabilities for employees, administrators, and authorized third parties

The **Employee Benefits Center** allows internet access to employees giving them the capability to view and modify (as allowed) and request modification of their benefit elections and deductions, and link to benefit plan information. Successful implementation will provide employee access to:

- View current benefit elections, deduction, benefit information, and pending change requests
- Electronically request qualified event elections changes with automatic benefit administrator notification
- Link to/print signature required submission forms for qualified events
- Auto fill claim forms
- Link to carrier sites
- Link to applicable summary plan descriptions or summary of benefits and coverage
- provide link to contact info and e-mail for plan administrator

EXHIBIT "C"

Commissions

GEHRING GROUP will be paid a monthly commission equal to the following percentage for insurance programs secured by GEHRING GROUP. Such commissions may be paid through the insurance providers.

Line of Coverage	Commission Rate
Health Insurance (Fully Insured)	2%
Dental Insurance	5%
Vision Insurance	10%
Flexible Spending Account	n/a
Life and AD&D	10%
Disability Insurance	10%
Employee Assistance Program	n/a

Please note that the above fees include all services outlined in Exhibit A: Scope of Services to be provided by Gehring Group:

- All travel costs
- BenTek® – Online Enrollment and Administration System
- Development, production and printing of annual employee benefit booklet (all copies)
- Access to Gehring Group Client Portal
- Access to *HR Answers Now* online H.R. research tool

FIRST MODIFICATION OF AGREEMENT

THIS FIRST MODIFICATION OF AGREEMENT ("First Modification") is made this _____ day of _____, 2017, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as "CITY", and The Gehring Group, Inc., with its principal place of business located at 11505 Fairchild Gardens Avenue, Suite 202, Palm Beach Gardens, FL 33410, hereinafter referred to as "GEHRING GROUP".

RECITALS:

Whereas, the City and Gehring Group entered into that certain Agreement to Provide Agent of Record Services Relating to Employee Benefits, dated June 12, 2012 ("Original Agreement"); and

Whereas, the parties desire to extend the term of the Original Agreement in accordance with this First Modification of Agreement.

1.0 Section Five of the Original Agreement is hereby modified to extend the term of the agreement until June 11, 2018, and said term may be renewed thereafter for one (1) additional one year term at the option of the CITY. The CITY's City Manager may exercise this renewal option by providing the GEHRING GROUP with at least 120 days written notice in advance of the anniversary of the Commencement Date

2.0 All other terms and conditions of the Original Agreement not modified by this First Modification shall remain in full force and effect.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY: _____
HENRY U. PARRISH III
MAYOR

BY: _____
CARIE SHEALY, CMC
CITY CLERK

(CITY SEAL)

GEHRING GROUP

BY: _____
KURT GEHRING, PRESIDENT

Legislation Details (With Text)

File #:	17-152	**Version:**	1	**Name:**	March, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/4/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 03/31/2017. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 03.31.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	April 4, 2017
Agenda Date:	April 25, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 03/31/2017**.**

BACKGROUND:

The following reports for the period October 01, 2016 through March 31, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-16 thru 03-31-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 40

City Manager = 26

City of Cocoa CRA Board = 0

City Council = 14

Purchase Order Approvals 10-01-16 thru 03-31-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Asociates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP
69619	12/27/2016	Ring Power Corporation	$ 37,061.00	12/21/2016	John A. Titkanich, Jr. AICP
69656	12/28/2016	Burnett Lime Company Inc.	$ 49,500.00	12/27/2016	John A. Titkanich, Jr. AICP
69701	1/4/2017	Ring Power Corporation	$ 40,066.70	1/4/2017	John A. Titkanich, Jr. AICP
69708	1/4/2017	Architects RZK Inc.	$ 36,441.85	12/30/2016	Matthew J. Fuhrer (Acting)
69795	1/18/2017	Quentin L. Hampton Associates	$ 35,200.00	1/18/2017	John A. Titkanich, Jr. AICP
69797	1/18/2017	Graybar Electric	$ 39,706.08	1/18/2017	John A. Titkanich, Jr. AICP
69827	1/24/2017	Underwater Solutions	$ 42,324.00	1/23/2017	Matthew J. Fuhrer (Acting)
69828	1/24/2017	Trane (Maitland)	$ 48,000.00	1/23/2017	Matthew J. Fuhrer (Acting)
69957	2/9/2017	Atlantic Development	$ 40,140.80	2/9/2017	John A. Titkanich, Jr. AICP
70108	3/13/2017	Sunstate Meter	$ 45,200.00	3/10/2017	John A. Titkanich, Jr. AICP
70109	3/13/2017	Bussen Mayer Engineering	$ 39,690.00	3/10/2017	John A. Titkanich, Jr. AICP
70211	3/23/2017	Infrastructure Solutions	$ 40,000.00	3/22/2017	Matthew J. Fuhrer (Acting)

26 Purchase Order Approved by City Manager

Prepared by Purchasing 4/3/2017

Purchase Order Approvals 10-01-16 thru 03-31-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 4/3/2017

Purchase Order Approvals 10-01-16 thru 03-31-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council
69651	12/27/2016	Tech Systems, Inc.	$ 48,900.00	10/11/2016	City Council
69653	12/27/2016	Glover Oil Company	$ 36,750.00	7/8/2014	City Council
69955	2/9/2017	CDM Smith Inc.	$ 39,180.00	12/8/2015	City Council
70128	3/13/2017	Housing Authority of the City of Cocoa	$ 40,000.00	6/28/2016	City Council

14 **Purchase Order Approved by City Council**

Prepared by Purchasing 4/3/2017

Legislation Details (With Text)

File #:	17-155	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/6/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report March 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2017
Agenda Date: April 25, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending March 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2017 Budget by Classification Report - Summary Listing

Through 3/31/2017

Target for March is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 5,200,732.42	$ 1,851,383.58	74%
OTHER PERMITS AND FEES	$ 3,412,358		$ 1,902,277.83	$ 1,510,080.17	56%
INTERGOVERNMENTAL	$ 3,228,830		$ 931,094.33	$ 2,297,735.67	29%
CHARGES FOR SERVICES	$ 11,159,533		$ 5,422,532.69	$ 5,737,000.31	49%
FINES AND FORFEITURES	$ 24,000		$ 6,695.15	$ 17,304.85	28%
MISCELLANEOUS	$ 803,618		$ 300,684.54	$ 502,933.46	37%
OTHER SOURCES (NON-REVENUE)	$ 22,783,501		$ 12,731,603.10	$ 10,051,897.90	56%
REVENUE TOTALS	**$ 48,463,956**		**$ 26,495,620.06**	**$ 21,968,335.94**	**55%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,807,133	$ 3,605.80	$ 9,398,914.06	$ 11,404,613.14	45%
OPERATING EXPENDITURES	$ 10,939,097	$ 2,509,609.26	$ 4,043,454.69	$ 4,386,033.05	60%
CAPITAL OUTLAY	$ 4,064,319	$ 1,361,684.74	$ 1,413,936.21	$ 1,288,698.05	68%
GRANTS, AIDS AND OTHER	$ 12,653,407	$ -	$ 10,679,054.34	$ 1,974,352.66	84%
EXPENSE TOTALS	**$ 48,463,956**	**$ 3,874,899.80**	**$ 25,535,359.30**	**$ 19,053,696.90**	61%
REVENUE TOTALS	**$ 48,463,956**	**$ -**	**$ 26,495,620.06**	**$ 21,968,335.94**	**55%**
EXPENSE TOTALS	**$ 48,463,956**	**$ 3,874,899.80**	**$ 25,535,359.30**	**$ 19,053,696.90**	**61%**
	$ -	**$ (3,874,899.80)**	**$ 960,260.76**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	405,810	82,940.93	20	2,434,860	4,369,095.84	179	4,869,722	500,626.16
20 00	DELINQUENT TAXES	1,250	1,185.65	95	7,500	3,729.06	50	15,000	11,270.94
25 00	PENALTIES RE: TAXES	416	1,852.28	445	2,496	7,130.92	286	5,000	2,130.92-
30 00	TAX CERTIFICATES	16,666	.00		99,996	.00		200,000	200,000.00
311 **	AD VALOREM	424,142	85,978.86	20	2,544,852	4,379,955.82	172	5,089,722	709,766.18
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	29,166	43,862.79	150	174,996	163,770.09	94	350,000	186,229.91
312 **	SALES USE AND FUEL TAXES	29,166	43,862.79	150	174,996	163,770.09	94	350,000	186,229.91
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	82,402	75,253.17	91	494,412	399,356.64	81	988,824	589,467.36
40 00	GAS	1,722	4,647.20	270	10,332	6,634.93	64	20,673	14,038.07
80 00	PROPANE	969	2,426.70	250	5,814	11,022.49	190	11,639	616.51
314 **	UTILITY SERVICE TAX	85,093	82,327.07	97	510,558	417,014.06	82	1,021,136	604,121.94
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	35,104	31,610.78	90	210,624	86,969.73	41	421,258	334,288.27
315 **	COMMUNICATION SERVICE TAX	35,104	31,610.78	90	210,624	86,969.73	41	421,258	334,288.27
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	5,215.04	37	84,996	153,022.72	180	170,000	16,977.28
316 **	LOCAL BUSINESS TAX	14,166	5,215.04	37	84,996	153,022.72	180	170,000	16,977.28
310 ***	TAXES	587,671	248,994.54	42	3,526,026	5,200,732.42	148	7,052,116	1,851,383.58
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	20,833	14,866.22	71	124,998	247,421.46	198	250,000	2,578.54
10 00	TRAINING SURCHARGE	58	.00		348	712.76	205	700	12.76-
322 **	BUILDING PERMITS	20,891	14,866.22	71	125,346	248,134.22	198	250,700	2,565.78
323	FRANCHISE FEES								
10 00	ELECTRICITY	66,587	31,307.00-	47	399,522	88,052.55	22	799,054	711,001.45
40 00	GAS	1,846	5,500.26	298	11,076	6,526.68	59	22,158	15,631.32
70 00	SOLID WASTE	14,703	15,075.99	103	88,218	91,385.11	104	176,446	85,060.89
323 **	FRANCHISE FEES	83,136	10,730.75-	13	498,816	185,964.34	37	997,658	811,693.66
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	166,250	68,735.09	41	997,500	1,452,763.94	146	1,995,000	542,236.06

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	.00		3,996	753.76	19	8,000	7,246.24
12 03	PENALTIES	83	.00		498	351.26	71	1,000	648.74
12 04	TAX CERTIFICATES	12,500	.00		75,000	.00		150,000	150,000.00
12 *	SERVICE	179,499	68,735.09	38	1,076,994	1,453,868.96	135	2,154,000	700,131.04
325 **	SPECIAL ASSESSMENT	179,499	68,735.09	38	1,076,994	1,453,868.96	135	2,154,000	700,131.04
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	833	3,359.00	403	4,998	14,160.31	283	10,000	4,160.31-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	150.00		0	150.00		0	150.00-
329 **	OTHER PERMITS & FEES	833	3,509.00	421	4,998	14,310.31	286	10,000	4,310.31-
320 ***	OTHER PERMITS & FEES	284,359	76,379.56	27	1,706,154	1,902,277.83	112	3,412,358	1,510,080.17
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,833	20,510.00	98	124,998	39,287.33	31	250,000	210,712.67
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,833	20,510.00	98	124,998	39,287.33	31	250,000	210,712.67
20 01	RES OFFCR - CTY CONTRACT	2,650	.00		15,900	10,833.33	68	31,800	20,966.67
20 05	JAG GRANT	1,915	.00		11,490	24,384.00	212	22,980	1,404.00-
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,024	2,067.50	202	6,144	4,962.00	81	12,298	7,336.00
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	5,126	.00		30,756	11,312.83	37	61,516	50,203.17
20 *	PUBLIC SAFETY	10,715	2,067.50	19	64,290	51,492.16	80	128,594	77,101.84
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,083	33,476.62	44	456,498	249,934.09	55	913,000	663,065.91
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	107,631	56,054.12	52	645,786	340,713.58	53	1,291,594	950,880.42
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,916	.00		17,496	.00		35,000	35,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	2,916	.00		17,496	.00		35,000	35,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	21,271	.00		127,626	.00		255,256	255,256.00
334	**	STATE GRANT	21,271	.00		127,626	.00		255,256	255,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,805	39,076.13	101	232,830	156,304.52	67	465,670	309,365.48
12	20	8TH CNT MUNICIPAL GAS TAX	12,156	12,204.88	100	72,936	48,819.52	67	145,873	97,053.48
12	*	STATE REVENUE SHARING	50,961	51,281.01	101	305,766	205,124.04	67	611,543	406,418.96
14	00	MOBILE HOME LICENSES	1,666	1,026.85	62	9,996	14,420.69	144	20,000	5,579.31
15	00	ALCOHOLIC BEVERAGE	1,809	.00		10,854	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	80,848	87,357.71	108	485,088	360,603.52	74	970,178	609,574.48
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	4,230.00		0	4,230.00-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		11,766	6,002.50	51	23,542	17,539.50
335	**	STATE SHARED REVENUES	137,245	139,665.57	102	823,470	590,380.75	72	1,646,980	1,056,599.25
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	269,063	195,719.69	73	1,614,378	931,094.33	58	3,228,830	2,297,735.67

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
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,865	447,866.00	100	2,687,190	2,687,196.00	100	5,374,389	2,687,193.00
31 00	ADMIN FEES STORMWATER	7,410	7,411.00	100	44,460	44,466.00	100	88,927	44,461.00
40 00	CERTIFY/COPY/SEARCH	8,333	9,516.01	114	49,998	40,958.17	82	100,000	59,041.83
90 12	PASSPORT EXECUTION FEES	863	1,350.00	156	5,178	3,775.00	73	10,356	6,581.00
341 **	GENERAL GOVERNMENT	464,471	466,143.01	100	2,786,826	2,776,395.17	100	5,573,672	2,797,276.83
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	325.00		0	925.00		0	925.00-
90 01	FALSE ALARM FEES	833	560.00	67	4,998	4,150.00	83	10,000	5,850.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	885.00	106	4,998	5,075.00	102	10,000	4,925.00
342 **	PUBLIC SAFETY	833	885.00	106	4,998	5,075.00	102	10,000	4,925.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	42,889.54	128	201,444	185,789.37	92	402,888	217,098.63
37 11	ROCKLEDGE	21,209	22,163.54	105	127,254	109,915.39	86	254,510	144,594.61
37 12	SUN LAKE	279	295.32	106	1,674	1,446.64	86	3,357	1,910.36
37 13	COLONY PARK	150	151.94	101	900	303.88	34	1,810	1,506.12
37 16	COCOA BEACH	8,758	8,750.34	100	52,548	43,791.59	83	105,101	61,309.41
37 17	CAPE CANAVERAL	7,230	7,174.66	99	43,380	36,006.65	83	86,760	50,753.35
37 18	TITUSVILLE	315	322.07	102	1,890	1,650.04	87	3,783	2,132.96
37 *	WATER BILLING SERVICES	71,515	81,747.41	114	429,090	378,903.56	88	858,209	479,305.44
39 01	SERVICE CHARGES	33,333	41,565.88	125	199,998	171,563.82	86	400,000	228,436.18
39 03	ADMIN CHARGES	35,833	33,030.00	92	214,998	179,455.00	84	430,000	250,545.00
39 04	PENALTIES	75,000	74,133.40	99	450,000	435,016.83	97	900,000	464,983.17
39 05	NSF CHECKS	2,916	3,233.44	111	17,496	19,599.89	112	35,000	15,400.11
39 *	WATER OTHER INCOME	147,082	151,962.72	103	882,492	805,635.54	91	1,765,000	959,364.46
41 10	GARBAGE REVENUES	177,823	171,358.70	96	1,066,938	1,042,362.85	98	2,133,878	1,091,515.15
41 20	RECYCLING REVENUE	17,692	17,446.24	99	106,152	105,660.27	100	212,309	106,648.73
41 30	GREEN WASTE	15,130	14,775.60	98	90,780	89,423.90	99	181,563	92,139.10
41 *	GARBAGE COLLECTION	210,645	203,580.54	97	1,263,870	1,237,447.02	98	2,527,750	1,290,302.98

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
45 10	BILLING FEE - WEST WASTE	8,058	8,072.34	100	48,348	40,334.34	83	96,697	56,362.66
45 20	SALE - RECYCLING MATERIAL	83	415.25	500	498	1,933.62	388	1,000	933.62-
45 *	GARBAGE - OTHER REVENUE	8,141	8,487.59	104	48,846	42,267.96	87	97,697	55,429.04
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	8,364	89,081.00	1065	50,184	89,081.00	178	100,369	11,288.00
90 *	OTHER PHYSICAL ENVIRON	12,725	89,081.00	700	76,350	102,165.00	134	152,705	50,540.00
343 **	PHYSICAL ENVIRONMENT	450,108	534,859.26	119	2,700,648	2,566,419.08	95	5,401,361	2,834,941.92
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	5,000	5,006.47	100	30,000	30,153.51	101	60,000	29,846.49
39 11	TENANT MAINTENANCE FEES	166	105.00	63	996	697.72	70	2,000	1,302.28
39 20	COCOA CIVIC CENTER	4,583	2,891.99	63	27,498	24,278.52	88	55,000	30,721.48
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	2,405.00	170	8,496	8,318.85	98	17,000	8,681.15
39 *	OTHER CULTURAL SERVICES	11,165	10,408.46	93	66,990	63,448.60	95	134,000	70,551.40
40 01	COCOA VILLAGE 10% GROSS	2,083	306.04	15	12,498	5,851.46	47	25,000	19,148.54
40 05	PERMIT FEES	208	150.00	72	1,248	1,176.75	94	2,500	1,323.25
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	456.04	20	13,746	7,028.21	51	27,500	20,471.79
50 10	EVENT FEES	833	.00		4,998	3,166.63	63	10,000	6,833.37
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	250	1,000.00	400	1,500	1,000.00	67	3,000	2,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	1,083	1,000.00	92	6,498	4,166.63	64	13,000	8,833.37
347 **	CULTURE/RECREATION	14,539	11,864.50	82	87,234	74,643.44	86	174,500	99,856.56
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	929,951	1,013,751.77	109	5,579,706	5,422,532.69	97	11,159,533	5,737,000.31
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
	10 00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
	50 00	800 MHZ FINES	0	.00		0	.00		0	.00
	90 00	OTHER	2,000	1,023.91	51	12,000	6,695.15	56	24,000	17,304.85
351	**	JUDGMENTS AND FINES	2,000	1,023.91	51	12,000	6,695.15	56	24,000	17,304.85
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	2,000	1,023.91	51	12,000	6,695.15	56	24,000	17,304.85
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
	10 00	INTEREST	4,588	2,197.90	48	27,528	56,138.36	204	55,062	1,076.36-
	20 00	DIVIDENDS	0	.00		0	1,821.67		0	1,821.67-
	38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	53,466.29-		0	53,466.29
	40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,588	2,197.90	48	27,528	4,493.74	16	55,062	50,568.26
362		RENT AND ROYALTIES								
	00 00	RENT AND ROYALTIES	9,313	1,250.00	13	55,878	55,409.48	99	111,760	56,350.52
362	**	RENT AND ROYALTIES	9,313	1,250.00	13	55,878	55,409.48	99	111,760	56,350.52
364		DISPOSITION FIXED ASSETS								
	00 00	DISPOSITION FIXED ASSETS	0	5,595.58		0	22,274.88		0	22,274.88-
	10 00	GAIN/LOSS	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
360	MISCELLANEOUS REVENUES								
364	DISPOSITION FIXED ASSETS								
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	5,595.58		0	22,274.88		0	22,274.88-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	6,250	6,700.00	107	37,500	42,620.00	114	75,000	32,380.00
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	6,250	6,700.00	107	37,500	42,620.00	114	75,000	32,380.00
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	11,974	.00		71,844	.00		143,695	143,695.00
22 00	FIRE STATE CONTRIBUTION	10,691	.00		64,146	.00		128,299	128,299.00
368 **	PENSION CONTRIBUTIONS	22,665	.00		135,990	.00		271,994	271,994.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	7,598	1,407.81	19	45,588	46,435.68	102	91,182	44,746.32
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	3,333	4,717.44	142	19,998	16,869.94	84	40,000	23,130.06
90 03	CODE ENF ABATE/DEMO REV	5,833	2,995.00	51	34,998	20,756.84	59	70,000	49,243.16
90 04	MISC. POLICE REVENUES	0	372.77		0	940.77		0	940.77-
90 05	INVESTIGATIVE COSTS REIM	3,791	4,543.18	120	22,746	20,593.21	91	45,500	24,906.79
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	833	225.00	27	4,998	4,275.00	86	10,000	5,725.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,760	.00		16,560	8,100.00	49	33,120	25,020.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,148	14,261.20	59	144,888	117,971.44	81	289,802	171,830.56
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	57,915.00		0	57,915.00-
369 **	OTHER MISC REVENUES	24,148	14,261.20	59	144,888	175,886.44	121	289,802	113,915.56
360 ***	MISCELLANEOUS REVENUES	66,964	30,004.68	45	401,784	300,684.54	75	803,618	502,933.46
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	2,343	.00		14,058	.00		28,125	28,125.00
91 11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	2,221	.00		9,106	.00		22,437	22,437.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,564	.00		23,164	.00		50,562	50,562.00
381 **	INTERFUND TRANSFER	4,564	.00		23,164	.00		50,562	50,562.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	2,729,496	2,729,502.00	100	5,459,000	2,729,498.00
40 01	6% CONTRIBUTION	82,826	82,827.00	100	496,956	496,962.00	100	993,919	496,957.00
40 *	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	3,226,452	3,226,464.00	100	6,452,919	3,226,455.00
382 **	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	3,226,452	3,226,464.00	100	6,452,919	3,226,455.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
385	PROCEEDS REFUNDING BONDS								
00 00	PROCEEDS REFUNDING BONDS	1,108,125	.00		2,216,250	8,865,000.00	400	8,865,000	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	********** ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	******** ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	1,108,125	.00		2,216,250	8,865,000.00	400	8,865,000	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	10,395	.00		62,370	128,492.00	206	124,744	3,748.00-
90	20	PREMIUM ON DEBT ISSUE	63,956	.00		127,912	511,647.10	400	511,648	.90
90	*	NON OPERATING SOURCES	74,351	.00		190,282	640,139.10	336	636,392	3,747.10-
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	620,182	.00		3,057,523	.00		6,778,628	6,778,628.00
99	*	BALANCE FORWARD	620,182	.00		3,057,523	.00		6,778,628	6,778,628.00
389	**	NON OPERATING SOURCES	694,533	.00		3,247,805	640,139.10	20	7,415,020	6,774,880.90
380	***	OTHER SOURCES(NON-REV)	2,344,964	537,744.00	23	8,713,671	12,731,603.10 ✓	146	22,783,501 ✓	10,051,897.90 ✓
FUND TOTAL		GENERAL FUND	4,484,972	2,103,618.15	47	21,553,719	26,495,620.06 ✓	123	48,463,956 ✓	21,968,335.94

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	15300	14300.00	94	.00	30600	16300.00	47
11 **	EXECUTIVE SALARIES	2550	2550.00	100	15300	14300.00	94	.00	30600	16300.00	47
12-00	REGULAR SALARIES & WAGES	937837	996808.22	106	5645552	5079939.33	90	.00	11272707	6192767.67	45
12-06	SALARIES/CONTRACTUAL	2222	450.00	20	13332	3568.75	27	.00	26675	23106.25	13
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	5119	.00	0	30714	13379.58	44	.00	61451	48071.42	22
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	945178	997258.22	106	5689598	5096887.66	90	.00	11360833	6263945.34	45
13-00	OTHER SALARIES & WAGES	85250	85384.08	100	492970	412047.19	84	.00	1004510	592462.81	41
13 **	OTHER SALARIES & WAGES	85250	85384.08	100	492970	412047.19	84	.00	1004510	592462.81	41
14-00	OVERTIME	25445	25428.81	100	152670	266529.39	175	.00	305413	38883.61	87
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	25445	25428.81	100	152670	266529.39	175	.00	305413	38883.61	87
15-00	SPECIAL PAY	28272	33005.75	117	169632	174079.84	103	.00	339277	165197.16	51
15 **	SPECIAL PAY	28272	33005.75	117	169632	174079.84	103	.00	339277	165197.16	51
20-00	CLOTHING/SHOE ALLOWANCE	1708	3305.00	194	10248	10358.62	101	.00	20530	10171.38	51
20 **	CLOTHING/SHOE ALLOWANCE	1708	3305.00	194	10248	10358.62	101	.00	20530	10171.38	51
21-00	FICA TAXES	84842	85423.08	101	509052	439529.81	86	.00	1018229	578699.19	43
21 **	FICA TAXES	84842	85423.08	101	509052	439529.81	86	.00	1018229	578699.19	43
22-00	RETIREMENT CONTRIBUTIONS	50183	53732.76	107	301098	257599.57	86	.00	602287	344687.43	43
22-01	LICENSED POLICE/FIRE	163002	174757.09	107	978012	961798.91	98	.00	1956047	994248.09	49
22-02	STATE CONTRIBUTIONS	20526	.00	0	148816	.00	0	.00	271994	271994.00	0
22-03	ICMA - CITY MANAGER	674	757.60	112	4044	3906.96	97	.00	8093	4186.04	48

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	234385	229247.45	98	1431970	1223305.44	85	.00	2838421	1615115.56	43
23-00	LIFE/HEALTH INSURANCE	255739	253767.23	99	1534434	1357990.60	89	3605.80	3068992	1707395.60	44
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	255739	253767.23	99	1534434	1357990.60	89	3605.80	3068992	1707395.60	44
24-00	WORKER'S COMPENSATION	47846	56202.34	118	287076	290508.01	101	.00	574288	283779.99	51
24 **	WORKER'S COMPENSATION	47846	56202.34	118	287076	290508.01	101	.00	574288	283779.99	51
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	.00	0	.00	10000	10000.00	0
27-00	CAFETERIA PLAN	19670	18770.00	95	118020	113377.50	96	.00	236040	122662.50	48
27 **	CAFETERIA PLAN	19670	18770.00	95	118020	113377.50	96	.00	236040	122662.50	48
31-00	PROFESSIONAL SERVICES	45953	8200.65	18	275718	77118.70	28	155131.45	551450	319199.85	42
31-01	LEGAL FEES	32545	33117.38	102	195270	178955.43	92	206593.47	390550	5001.10	99
31-02	MEDICAL SERVICES	3283	.00	0	19698	3653.76	19	31488.24	39398	4256.00	89
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	6558	13125.00	200	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19856	5298.05	27	119136	71427.14	60	166844.86	238272	.00	100
31 **	PROFESSIONAL SERVICES	102730	46616.08	45	616380	344280.03	56	560058.02	1232795	328456.95	73
32-00	ACCOUNTING & AUDITING	3625	.00	0	21750	42490.00	195	1010.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	21750	42490.00	195	1010.00	43500	.00	100
34-00	CONTRACT SERVICES	85384	26179.70	31	504320	487542.99	97	284306.23	1016687	244837.78	76
34-03	CUSTOMER SERVICE CONTRACT	152752	151515.30	99	916512	759575.43	83	.00	1833029	1073453.57	41
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1932	1115.00	58	13410	7015.00	52	15610.00	25000	2375.00	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	240068	178810.00	75	1434242	1254133.42	87	299916.23	2874716	1320666.35	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	34430	.00	0	184011	.00	0	.00	390604	390604.00	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	38877	.00	0	201799	.00	0	.00	390604	390604.00	0
40-00	TRAVEL & PER DIEM	3951	1454.72	37	23706	13069.49	55	.00	47518	34448.51	28
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3951	1454.72	37	23706	13069.49	55	.00	47518	34448.51	28
41-00	COMMUNICATION	13920	2786.90	20	83408	60109.27	72	83101.01	166964	23753.72	86
41 **	COMMUNICATION	13920	2786.90	20	83408	60109.27	72	83101.01	166964	23753.72	86
42-00	POSTAGE & FREIGHT	33694	34117.59	101	202073	198176.82	98	181614.21	404346	24554.97	94
42 **	POSTAGE & FREIGHT	33694	34117.59	101	202073	198176.82	98	181614.21	404346	24554.97	94
43-00	ELECTRIC/WATER/SEWER	59215	52450.68	89	355290	263712.91	74	388949.35	710605	57942.74	92
43 **	ELECTRIC/WATER/SEWER	59215	52450.68	89	355290	263712.91	74	388949.35	710605	57942.74	92
44-00	RENTALS AND LEASES	14274	8043.57	56	85524	78561.30	92	73948.20	171218	18708.50	89
44 **	RENTALS AND LEASES	14274	8043.57	56	85524	78561.30	92	73948.20	171218	18708.50	89
45-00	INSURANCE	33102	90775.76	274	198612	276826.53	139	.00	397284	120457.47	70
45 **	INSURANCE	33102	90775.76	274	198612	276826.53	139	.00	397284	120457.47	70
46-00	REPAIRS & MAINTENANCE	54867	373.49	1	321948	227115.98	71	150883.97	651202	273202.05	58
46-02	REPAIR/MAINT BUILDING	51559	988.40	2	312744	84044.21	27	405944.13	622113	132124.66	79
46-03	REPAIR/MAINT-VEHICLES	16869	339.75	2	101214	79493.91	79	6759.32	202505	116251.77	43
46-05	HYDRANT FEES	15471	15451.56	100	92826	92709.36	100	.00	185653	92943.64	50
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	138766	17153.20	12	828732	483363.46	58	563587.42	1661473	614522.12	63
47-00	PRINTING & BINDING	1600	.00	0	9580	3379.80	35	2186.48	19278	13711.72	29
47 **	PRINTING & BINDING	1600	.00	0	9580	3379.80	35	2186.48	19278	13711.72	29
48-00	PROMOTIONAL ACTIVITIES	4544	675.00	15	28287	14288.32	51	.00	55569	41280.68	26
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	22500	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	8294	675.00	8	50787	14288.32	28	.00	100569	86280.68	14
49-00	OTHER CHARGES & OBLIG.	66923	1186.25	2	289211	354276.24	123	76222.50	690793	260294.26	62
49-02	ADVERTISING	25	.00	0	150	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	20033	5310.00	27	120198	42587.33	35	113930.00	240406	83888.67	65
49-06	BROWNFIELD PROG CITY COST	625	.00	0	3750	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	7316.14-	57-	76992	33817.45-	44-	.00	154000	187817.45	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	1875	5000.00	267	11250	13000.00	116	.00	22500	9500.00	58
49 **	OTHER CHARGES & OBLIG.	102313	4180.11	4	501551	376046.12	75	190152.50	1115499	549300.38	51
52-00	OPERATING SUPPLIES	83490	4272.84	5	510101	450698.84	88	117091.28	1011132	443341.88	56
52-02	UNIFORMS	1545	2475.89	160	9270	7375.87	80	4435.68	18550	6738.45	64
52-05	EMS 1st RESP-CONSUM SUPP	3098	21.70	1	18588	18639.89	100	11511.24	37183	7031.87	81
52-07	JANITORIAL SUPPLIES	2096	1905.35	91	12576	10333.86	82	.00	25170	14836.14	41
52-10	HEATING FUEL	103	.00	0	618	464.12	75	775.88	1240	.00	100
52-30	FUEL, OIL & LUBRICANTS	19281	13330.63	69	115686	73016.55	63	.00	231422	158405.45	32
52-33	EMPLOYEE HEALTH CENTER	4769	.00	0	28614	34172.64	119	23059.36	57232	.00	100
52 **	OPERATING SUPPLIES	114382	22006.41	19	695453	594701.77	86	156873.44	1381929	630353.79	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	7833	204.00	3	46998	5099.60	11	8216.90	94000	80683.50	14
53 **	ROAD MATERIALS/SUPPLIES	7833	204.00	3	46998	5099.60	11	8216.90	94000	80683.50	14
54-00	MEMBERSHIP/PUBLICATIONS	2649	36.00	1	15765	17885.85	114	152.00	31750	13712.15	57
54 **	MEMBERSHIP/PUBLICATIONS	2649	36.00	1	15765	17885.85	114	152.00	31750	13712.15	57
55-00	TRAINING	6862	.00	0	41272	17330.00	42	350.00-	82549	65569.00	21
55-01	EDA PROGRAM	1041	.00	0	6246	.00	0	193.50	12500	12306.50	2
55 **	TRAINING	7903	.00	0	47518	17330.00	37	156.50-	95049	77875.50	18
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	1299-	.00	0	14470	.00	0	.00	6683	6683.00	0
61 **	LAND	1299-	.00	0	14470	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21661	37406.00	173	129966	197412.49	152	51846.55	259936	10676.96	96
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	37406.00	173	129966	197412.49	152	51846.55	259936	10676.96	96
63-00	INFRASTRUCTURE	246365	.00	0	1387332	841004.87	61	963268.29	2865532	1061258.84	63
63 **	INFRASTRUCTURE	246365	.00	0	1387332	841004.87	61	963268.29	2865532	1061258.84	63
64-00	MACHINERY AND EQUIPMENT	72260	19963.87-	28-	459123	336094.98	73	346569.90	892743	210078.12	77
64-01	JAG GRANT	3346	23425.87	700	3346	23425.87	700	.00	23427	1.13	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	75606	3462.00	5	462469	359520.85	78	346569.90	916170	210079.25	77

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	1573	.00	0	6568	15998.00	244	.00	15998	.00	100
68 **	INTANGIBLE ASSETS	1573	.00	0	6568	15998.00	244	.00	15998	.00	100
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	1241007	.00	0	2482014	9928053.34	400	.00	9928054	.66	100
73 **	OTHER DEBT SVC COSTS	1241007	.00	0	2482014	9928053.34	400	.00	9928054	.66	100
81-00	AIDS TO GOVT AGENCY	62583	.00	0	375498	751001.00	200	.00	751003	2.00	100
81 **	AIDS TO GOVT AGENCY	62583	.00	0	375498	751001.00	200	.00	751003	2.00	100
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	633996	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	633996	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	23172	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	23172	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	73333	.00	0	219999	.00	0	.00	660000	660000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	73333	.00	0	219999	.00	0	.00	660000	660000.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	4489271	2290519.98	51	21570620	25535359.30	118	3874899.80	48463956	19053696.90	61
GRAND	TOTAL *********										
		4489271	2290519.98	51	21570620	25535359.30	118	3874899.80	48463956	19053696.90	61



FY 2017 Budget by Classification Report - Summary Listing

Through 3/31/2017

Target for March is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 722,410.00	$ 946,033.00	43%
CHARGES FOR SERVICES	$ 52,128,130		$ 28,089,158.28	$ 24,038,971.72	54%
MISCELLANEOUS	$ 307,595		$ 375,273.73	$ (67,678.73)	122%
OTHER SOURCES (NON-REVENUE)	$ 28,870,675		$ 252,937.88	$ 28,617,737.12	1%
REVENUE TOTALS	**$ 82,974,843**	-	**$ 29,439,779.89**	**$ 53,535,063.11**	**35%**
				$ -	
EXPENSE					
SALARIES AND BENEFITS	$ 13,510,699	$ 1,608.00	$ 5,720,056.89	$ 7,789,034.11	42%
OPERATING EXPENDITURES	$ 25,557,232	$ 7,753,506.47	$ 7,616,539.37	$ 10,187,186.16	60%
CAPITAL OUTLAY	$ 28,430,795	$ 15,228,241.78	$ 3,677,590.62	$ 9,524,962.60	66%
GRANTS, AIDS AND OTHER	$ 15,476,117	$ -	$ 4,684,764.00	$ 10,791,353.00	30%
EXPENSE TOTALS	**$ 82,974,843**	**$ 22,983,356.25**	**$ 21,698,950.88**	**$ 38,292,535.87**	54%
REVENUE TOTALS	**$ 82,974,843**	**$ -**	**$ 29,439,779.89**	**$ 53,535,063.11**	**35%**
EXPENSE TOTALS	**$ 82,974,843**	**$ 22,983,356.25**	**$ 21,698,950.88**	**$ 38,292,535.87**	**54%**
	$ -	**$ (22,983,356.25)**	**$ 7,740,829.01**		

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	63,949	117,025.00	183	383,694	555,165.00	145	767,388	212,223.00
03 11	WATER - COMMERCIAL	66,559	39,900.00	60	399,354	147,245.00	37	798,711	651,466.00
03 20	SEWER - RESIDENTIAL	767	.00		4,602	3,750.00	82	9,210	5,460.00
03 21	SEWER - COMMERCIAL	7,761	.00		46,566	16,250.00	35	93,134	76,884.00
03 *	IMPACT FEES	139,036	156,925.00	113	834,216	722,410.00	87	1,668,443	946,033.00
324 **	IMPACT FEES	139,036	156,925.00	113	834,216	722,410.00	87	1,668,443	946,033.00
320 ***	OTHER PERMITS & FEES	139,036	156,925.00	113	834,216	722,410.00 ✓	87	1,668,443 ✓	946,033.00 ✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	0	304,068.96		0	304,068.96		0	304,068.96-
331 **	FEDERAL GRANTS	0	304,068.96		0	304,068.96		0	304,068.96-
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	304,068.96		0	304,068.96 ✓		0	304,068.96-
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,659,823	4,067,957.57	111	21,958,938	23,515,372.83	107	43,917,881	20,402,508.17
33 00	WATER CONNECTION FEE	20,000	40,460.00	202	120,000	205,596.02	171	240,000	34,403.98
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	40,460.00	202	120,000	205,596.02	171	240,000	34,403.98
36 00	WATER HYDRANT FEES	217,357	243,026.25	112	1,304,142	1,456,189.26	112	2,608,291	1,152,101.74
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	800.00	640	750	3,200.00	427	1,500	1,700.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,621.71	129	72,498	72,925.02	101	145,000	72,074.98
39 08	JUMPER METERS	58	300.00	517	348	1,000.00	287	700	300.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,000.00	300	6,000	13,500.00	225	12,000	1,500.00-
39 10	BACKFLOW PRV/RLCT TEMP	208	55.42	27	1,248	182.52	15	2,500	2,317.48

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 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	19,777.13	147	80,844	90,807.54	112	161,700	70,892.46
51 00	SEWER SALES	405,421	458,287.77	113	2,432,526	2,651,613.36	109	4,865,057	2,213,443.64
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	458,287.77	113	2,432,526	2,651,613.36	109	4,865,057	2,213,443.64
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	571.02	111	3,096	3,386.61	109	6,200	2,813.39
60 00	REUSE WATER	26,416	29,734.47	113	158,496	163,293.24	103	317,001	153,707.76
60 01	REUSE WATER INSTALLATION	1,000	326.50	33	6,000	2,899.42	48	12,000	9,100.58
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	30,060.97	110	164,496	166,192.66	101	329,001	162,808.34
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,860,140.71	112	26,064,042	28,089,158.28	108	52,128,130	24,038,971.72
340 ***	CHARGES FOR SERVICES	4,344,007	4,860,140.71	112	26,064,042	28,089,158.28✓	108	52,128,130✓	24,038,971.72✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	693.82	4	120,642	91,600.44	76	241,295	149,694.56
10 10	SBA	0	.00		0	.42		0	.42-
10 *	INTEREST	20,107	693.82	4	120,642	91,600.86	76	241,295	149,694.14
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	94,687.60-		0	94,687.60
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	693.82	4	120,642	3,086.74-	3	241,295	244,381.74
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

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
362	RENT AND ROYALTIES								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	53,000.38	4240	7,500	53,000.38	707	15,000	38,000.38-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	53,000.38	4240	7,500	53,000.38	707	15,000	38,000.38-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	3,436.40	413	4,998	6,658.40	133	10,000	3,341.60
365 **	SALES OF SURPLUS SCRAP	833	3,436.40	413	4,998	6,658.40	133	10,000	3,341.60
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	3,425.57	103	19,998	13,332.73	67	40,000	26,667.27
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	3,425.57	103	19,998	13,332.73	67	40,000	26,667.27
96 00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	3,425.57	103	19,998	13,332.73	67	40,000	26,667.27
360 ***	MISCELLANEOUS REVENUES	25,631	60,556.17	236	153,786	71,204.77	46	307,595	236,390.23
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91 23	STORMWATER	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	.00		0	30,579.54		0	30,579.54-
82 00	CONTRIBUTION S MAINLAND	0	20,698.93		0	70,327.60		0	70,327.60-
83 00	CONTRIBUTION VIERA	0	22,903.33		0	152,030.74		0	152,030.74-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	22,903.33		0	152,030.74		0	152,030.74-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,499,345	.00		13,874,594	.00		28,870,675	28,870,675.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,499,345	.00		13,874,594	.00		28,870,675	28,870,675.00
389 **	NON OPERATING SOURCES	2,499,345	43,602.26	2	13,874,594	252,937.88 ✓	2	28,870,675 ✓	28,617,737.12 ✓
380 ***	OTHER SOURCES(NON-REV)	2,499,345	43,602.26	2	13,874,594	252,937.88	2	28,870,675	28,617,737.12
FUND TOTAL	WATER/SEWER ENTERPRISE	7,008,019	5,425,293.10	77	40,926,638	29,439,779.89 ✓	72	82,974,843 ✓	53,535,063.11 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	SALARIES & WAGES	655709	645449.61	98	3969254	3159521.99	80	.00	7903550	4744028.01	40
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	7027.57	0	0	22479.04	0	.00	0	22479.04-	0
12 **	REGULAR SALARIES & WAGES	655709	652477.18	100	3969254	3182001.03	80	.00	7903550	4721548.97	40
13-00	OTHER SALARIES & WAGES	32816	45190.49	138	196896	225293.51	114	.00	393818	168524.49	57
13 **	OTHER SALARIES & WAGES	32816	45190.49	138	196896	225293.51	114	.00	393818	168524.49	57
14-00	OVERTIME	31052	58795.88	189	151312	322270.82	213	.00	337666	15395.18	95
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	31052	58795.88	189	151312	322270.82	213	.00	337666	15395.18	95
15-00	SPECIAL PAY	16	.00	0	96	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	96	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1749	530.00	30	10494	14945.00	142	.00	21010	6065.00	71
20 **	CLOTHING/SHOE ALLOWANCE	1749	530.00	30	10494	14945.00	142	.00	21010	6065.00	71
21-00	FICA TAXES	56342	55782.18	99	338052	271974.46	81	.00	676168	404193.54	40
21 **	FICA TAXES	56342	55782.18	99	338052	271974.46	81	.00	676168	404193.54	40
22-00	RETIREMENT CONTRIBUTIONS	96721	134776.45	139	580326	540077.04	93	.00	1160694	620616.96	47
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96721	134776.45	139	580326	540077.04	93	.00	1160694	620616.96	47
23-00	LIFE/HEALTH INSURANCE	189469	141566.95	75	1136814	838524.28	74	.00	2273663	1435138.72	37
23-02	LIFE/HEALTH RETIREES	15002	20872.56	139	90012	63876.20	71	1608.00	180024	114539.80	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	204471	162439.51	79	1226826	902400.48	74	1608.00	2453687	1549678.52	37
24-00	WORKER'S COMPENSATION	34388	41033.93	119	206328	206194.55	100	.00	412706	206511.45	50

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	34388	41033.93	119	206328	206194.55	100	.00	412706	206511.45	50
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12600	9600.00	76	75600	54900.00	73	.00	151200	96300.00	36
27 **	CAFETERIA PLAN	12600	9600.00	76	75600	54900.00	73	.00	151200	96300.00	36
31-00	PROFESSIONAL SERVICES	149196	612.25	0	799286	127642.56	16	1214287.85	1694479	352548.59	79
31-01	LEGAL EXPENSES	8750	8348.20	95	52500	37462.22	71	49817.80	105000	17719.98	83
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	3000	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13634	3637.87	27	81804	49045.02	60	114562.98	163608	.00	100
31 **	PROFESSIONAL SERVICES	172080	12598.32	7	936590	214149.80	23	1378668.63	1969087	376268.57	81
32-00	ACCOUNTING & AUDITING	3625	.00	0	21750	42489.00	195	1011.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	21750	42489.00	195	1011.00	43500	.00	100
34-00	CONTRACT SERVICES	100866	3228.47	3	608868	92057.98	15	181936.02	1214094	940100.00	23
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	2687190	2687196.00	100	.00	5374389	2687193.00	50
34 **	CONTRACT SERVICES	548731	451094.47	82	3296058	2779253.98	84	181936.02	6588483	3627293.00	45
39-00	CONTINGENCY	158973	.00	0	953838	.00	0	.00	1907679	1907679.00	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	158973	.00	0	953838	.00	0	.00	1907679	1907679.00	0
40-00	TRAVEL AND PER DIEM	1596	204.00	13	9576	2167.04	23	.00	19186	17018.96	11
40-01	CAR ALLOWANCE	12	.00	0	72	.00	0	.00	150	150.00	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	1608	204.00	13	9648	2167.04	23	.00	19336	17168.96	11
41-00	COMMUNICATION	10785	2636.33	24	64710	41670.58	64	59618.88	129450	28160.54	78
41 **	COMMUNICATION	10785	2636.33	24	64710	41670.58	64	59618.88	129450	28160.54	78
42-00	POSTAGE AND FREIGHT	2947	218.51	7	17682	11167.73	63	4898.30	35390	19323.97	45
42 **	POSTAGE AND FREIGHT	2947	218.51	7	17682	11167.73	63	4898.30	35390	19323.97	45
43-00	ELECTRIC/WATER/SEWER	202099	127915.23	63	1212594	713169.36	59	1699506.99	2425215	12538.65	100
43 **	ELECTRIC/WATER/SEWER	202099	127915.23	63	1212594	713169.36	59	1699506.99	2425215	12538.65	100
44-00	RENTALS AND LEASES	18492	20433.35	111	64206	126955.80	198	29076.89	175180	19147.31	89
44 **	RENTALS AND LEASES	18492	20433.35	111	64206	126955.80	198	29076.89	175180	19147.31	89
45-00	INSURANCE	31505	88265.84	280	189030	272928.27	144	.00	378109	105180.73	72
45 **	INSURANCE	31505	88265.84	280	189030	272928.27	144	.00	378109	105180.73	72
46-00	REPAIRS & MAINTENANCE	593807	92318.54	16	3630071	1571244.45	43	2475971.05	7192939	3145723.50	56
46-02	REPAIRS/MAINT - BUILDING	15486	23.04	0	92916	52944.43	57	18314.00	185850	114591.57	38
46-03	REPAIR/MAINT-VEHICLES	17437	552.55	3	104622	75035.61	72	.00	209277	134241.39	36
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	626730	92894.13	15	3827609	1699224.49	44	2494285.05	7588066	3394556.46	55
47-00	PRINTING & BINDING	585	.00	0	3510	89.60	3	1463.00	7050	5497.40	22
47 **	PRINTING & BINDING	585	.00	0	3510	89.60	3	1463.00	7050	5497.40	22
48-00	PROMOTIONAL ACTIVITIES	1250	250.00	20	7500	1900.00	25	.00	15000	13100.00	13
48 **	PROMOTIONAL ACTIVITIES	1250	250.00	20	7500	1900.00	25	.00	15000	13100.00	13
49-00	OTHER CHARGES & OBLIG.	2701	184.42	7	16206	9665.07	60	3000.00	32451	19785.93	39
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	11406.98-	78-	87498	46881.41-	54-	.00	175000	221881.41	27-
49-08	CASH OVER & UNDER	25	13.80-	55-	150	85.06	57	.00	300	214.94	28
49-09	DOCUMENT RECORDING CHGS	250	380.00-	152-	1500	1582.60-	106-	401.00	3000	4181.60	39-

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.	17559	11616.36-	66-	105354	38713.88-	37-	3401.00	210751	246063.88	17-
52-00	OPERATING SUPPLIES	293739	70964.30	24	1762434	1594222.83	91	1794007.56	3524915	136684.61	96
52-07	JANITORIAL SUPPLIES	852	911.68	107	5112	4564.32	89	.00	10240	5675.68	45
52-30	FUEL OIL & LUBRICANTS	25986	12640.72	49	155916	90281.05	58	69916.99	311862	151663.96	51
52-33	EMPLOYEE HEALTH CENTER	3274	.00	0	19644	23464.40	119	15833.60	39298	.00	100
52 **	OPERATING SUPPLIES	323851	84516.70	26	1943106	1712532.60	88	1879758.15	3886315	294024.25	92
53-00	ROAD MATERIALS/SUPPLIES	4165	.00	0	24990	999.00	4	3280.56	50000	45720.44	9
53 **	ROAD MATERIALS/SUPPLIES	4165	.00	0	24990	999.00	4	3280.56	50000	45720.44	9
54-00	MEMBERSHIP/PUBLICATIONS	3130	.00	0	18780	30632.00	163	.00	37585	6953.00	82
54 **	MEMBERSHIP/PUBLICATIONS	3130	.00	0	18780	30632.00	163	.00	37585	6953.00	82
55-00	TRAINING	6959	.00	0	41754	5924.00	14	16602.00	83536	61010.00	27
55-01	EDA PROGRAM	625	.00	0	3750	.00	0	.00	7500	7500.00	0
55 **	TRAINING	7584	.00	0	45504	5924.00	13	16602.00	91036	68510.00	25
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2196318	23602.00	1	12132385	3589053.18	30	14178823.39	25310312	7542435.43	70
63 **	INFRASTRUCTURE	2196318	23602.00	1	12132385	3589053.18	30	14178823.39	25310312	7542435.43	70
64-00	MACHINERY AND EQUIPMENT	179985	3647.94	2	1079910	64187.44	6	1033818.39	2159838	1061832.17	51
64-15	IT HARDWARE	2998	.00	0	17988	9950.00	55	.00	35995	26045.00	28

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	182983	3647.94	2	1097898	74137.44	7	1033818.39	2195833	1087877.17	51
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	77052	.00	0	462312	14400.00	3	15600.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	462312	14400.00	3	15600.00	924650	894650.00	3
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	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	457138	454917.00	100	2738608	2729502.00	100	.00	5481437	2751935.00	50
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	.00	0	4499880	1458300.00	32	.00	8999761	7541461.00	16
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1207118	454917.00	38	7238488	4187802.00	58	.00	14481198	10293396.00	29
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	496956	496962.00	100	.00	993919	496957.00	50
95 **	NONOPERATING	82826	82827.00	100	496956	496962.00	100	.00	993919	496957.00	50
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7007943	2595030.08	37	40926180	21698950.88	53	22983356.25	82974843	38292535.87	54
GRAND	TOTAL *********	7007943	2595030.08	37	40926180	21698950.88	53	22983356.25	82974843	38292535.87	54



FY 2017 Budget by Classification Report - Summary Listing

Through 3/31/2017

Target for March is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 749,288.29	$ 622,744.71	55%
MISCELLANEOUS	$ 2,000		$ 439.75	$ 1,560.25	22%
OTHER SOURCES (NON-REVENUE)	$ 1,705,869		$ -	$ 1,705,869.00	0%
REVENUE TOTALS	**$ 3,079,902**	**$ -**	**$ 749,728.04**	**$ 2,330,173.96**	**24%**
EXPENSE					
SALARIES AND BENEFITS	$ 583,966	$ -	$ 234,617.53	$ 349,348.47	40%
OPERATING EXPENDITURES	$ 412,955	$ 102,033.58	$ 79,658.88	$ 231,262.54	44%
CAPITAL OUTLAY	$ 2,082,981	$ 1,216,876.29	$ 333,141.55	$ 532,963.16	74%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 3,079,902**	**$ 1,318,909.87**	**$ 647,417.96**	**$ 1,113,574.17**	**64%**
REVENUE TOTALS	**$ 3,079,902**	**$ -**	**$ 749,728.04**	**$ 2,330,173.96**	**24%**
EXPENSE TOTALS	**$ 3,079,902**	**$ 1,318,909.87**	**$ 647,417.96**	**$ 1,113,574.17**	**64%**
	$ -	**$ (1,318,909.87)**	**$ 102,310.08**		

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
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	118,720.55	104	686,016	749,288.29	109	1,372,033	622,744.71
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	118,720.55	104	686,016	749,288.29	109	1,372,033	622,744.71
343 **	PHYSICAL ENVIRONMENT	114,336	118,720.55	104	686,016	749,288.29	109	1,372,033	622,744.71
340 ***	CHARGES FOR SERVICES	114,336	118,720.55	104	686,016	749,288.29 ✓	109	1,372,033 ✓	622,744.71 ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	117.71	71	996	1,888.80	190	2,000	111.20
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	117.71	71	996	1,888.80	190	2,000	111.20
20 00	DIVIDENDS	0	.00		0	14.26		0	14.26-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,463.31-		0	1,463.31
361 **	INTEREST AND OTHR EARNING	166	117.71	71	996	439.75	44	2,000	1,560.25
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

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	166	117.71	71	996	439.75 ✓	44	2,000 ✓	1,560.25 ✓
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	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	148,945	.00		812,197	.00		1,705,869	1,705,869.00
99 *	BALANCE FORWARD	148,945	.00		812,197	.00		1,705,869	1,705,869.00
389 **	NON OPERATING SOURCES	148,945	.00		812,197	.00		1,705,869	1,705,869.00
380 ***	OTHER SOURCES(NON-REV)	148,945	.00		812,197	.00 ✓		1,705,869 ✓	1,705,869.00 ✓
FUND TOTAL	STORMWATER UTILITY	263,447	118,838.26	45	1,499,209	749,728.04 ✓	50	3,079,902 ✓	2,330,173.96 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
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	28969	33305.81	115	173814	164528.47	95	.00	347631	183102.53	47
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	28969	33305.81	115	173814	164528.47	95	.00	347631	183102.53	47
13-00	OTHER SALARIES & WAGES	3437	3876.75	113	20622	19073.62	93	.00	41249	22175.38	46
13 **	OTHER SALARIES & WAGES	3437	3876.75	113	20622	19073.62	93	.00	41249	22175.38	46
14-00	OVERTIME	133	169.56	128	798	4801.13	602	.00	1600	3201.13-	300
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	133	169.56	128	798	4801.13	602	.00	1600	3201.13-	300
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	270	495.00	183	.00	550	55.00	90
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	270	495.00	183	.00	550	55.00	90
21-00	FICA TAXES	2576	2632.98	102	15456	13242.83	86	.00	30916	17673.17	43
21 **	FICA TAXES	2576	2632.98	102	15456	13242.83	86	.00	30916	17673.17	43
22-00	RETIREMENT CONTRIBUTIONS	2813	3227.37	115	16878	16347.04	97	.00	33766	17418.96	48
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2813	3227.37	115	16878	16347.04	97	.00	33766	17418.96	48
23-00	LIFE/HEALTH INSURANCE	6884	8173.90	119	41304	47102.19	114	.00	82612	35509.81	57
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	6884	8173.90	119	41304	47102.19	114	.00	82612	35509.81	57
24-00	WORKER'S COMPENSATION	3323	4244.69	128	19938	21258.31	107	.00	39882	18623.69	53
24 **	WORKER'S COMPENSATION	3323	4244.69	128	19938	21258.31	107	.00	39882	18623.69	53

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	480	680.00	142	2880	4080.00	142	.00	5760	1680.00	71
27 **	CAFETERIA PLAN	480	680.00	142	2880	4080.00	142	.00	5760	1680.00	71
31-00	PROFESSIONAL SERVICES	8333	.00	0	49998	8108.50	16	80000.00	100000	11891.50	88
31-01	LEGAL EXPENSES	41	.00	0	246	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	510	136.08	27	3060	1834.63	60	4285.37	6120	.00	100
31 **	PROFESSIONAL SERVICES	8884	136.08	2	53304	9943.13	19	84285.37	106620	12391.50	88
34-00	CONTRACT SERVICES	416	.00	0	2496	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	44460	44466.00	100	.00	88927	44461.00	50
34 **	CONTRACT SERVICES	7826	7411.00	95	46956	44466.00	95	.00	93927	49461.00	47
39-00	CONTINGENCY	312-	.00	0	29845	.00	0	.00	27981	27981.00	0
39 **	CONTINGENCY	312-	.00	0	29845	.00	0	.00	27981	27981.00	0
40-00	TRAVEL & PER DIEM	212	.00	0	1272	258.00	20	.00	2550	2292.00	10
40 **	TRAVEL & PER DIEM	212	.00	0	1272	258.00	20	.00	2550	2292.00	10
41-00	COMMUNICATION	180	.00	0	1080	375.81	35	1124.19	2160	660.00	69
41 **	COMMUNICATION	180	.00	0	1080	375.81	35	1124.19	2160	660.00	69
42-00	POSTAGE & FREIGHT	83	.00	0	498	195.63	39	506.08	1000	298.29	70
42 **	POSTAGE & FREIGHT	83	.00	0	498	195.63	39	506.08	1000	298.29	70
43-00	ELECTRIC/WATER/SEWER	1652	1030.31	62	9912	5559.01	56	11684.23	19830	2586.76	87
43 **	ELECTRIC/WATER/SEWER	1652	1030.31	62	9912	5559.01	56	11684.23	19830	2586.76	87
44-00	RENTALS AND LEASES	271	.00	0	1626	453.30	28	453.30	3257	2350.40	28
44 **	RENTALS AND LEASES	271	.00	0	1626	453.30	28	453.30	3257	2350.40	28
45-00	INSURANCE	708	1885.15	266	4248	5655.45	133	.00	8504	2848.55	67
45 **	INSURANCE	708	1885.15	266	4248	5655.45	133	.00	8504	2848.55	67

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	3979	243.71	6	23874	14239.80	60	1305.60	47750	32204.60	33
46-02	REPAIR/MAINT BUILDING	541	.00	0	3246	.00	0	4958.98	6500	1541.02	76
46-03	REPAIR/MAINT-VEHICLES	1965	6.61	0	11790	6554.87	56	4998.08	23590	12037.05	49
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6485	250.32	4	38910	20794.67	53	11262.66	77840	45782.67	41
47-00	PRINTING & BINDING	83	.00	0	498	345.00	69	.00	1000	655.00	35
47 **	PRINTING & BINDING	83	.00	0	498	345.00	69	.00	1000	655.00	35
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	7248	705.99	10	.00	14500	13794.01	5
49-07	BAD DEBT EXPENSE	833	323.80-	39-	4998	1401.62-	28-	.00	10000	11401.62	14-
49 **	OTHER CHARGES & OBLIG.	2041	323.80-	16-	12246	695.63-	6-	.00	24500	25195.63	3-
52-00	OPERATING SUPPLIES	1020	129.14	13	6172	2863.71	46	1530.51	12300	7905.78	36
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	1522.28	95	9624	7189.20	75	.00	19252	12062.80	37
52-33	EMPLOYEE HEALTH CENTER	122	.00	0	732	877.76	120	592.24	1470	.00	100
52 **	OPERATING SUPPLIES	2746	1651.42	60	16528	10930.67	66	2122.75	33022	19968.58	40
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	62	.00	0	372	1028.00	276	.00	750	278.00-	137
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	372	1028.00	276	.00	750	278.00-	137
55-00	TRAINING	375	.00	0	2250	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	2250	.00	0	.00	4500	4500.00	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	7166	.00	0	42996	84400.00	196	512.30	86000	1087.70	99
61 **	LAND	7166	.00	0	42996	84400.00	196	512.30	86000	1087.70	99

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	166049	.00	0	887044	357835.65	40	1111508.33	1883331	413987.02	78
63 **	INFRASTRUCTURE	166049	.00	0	887044	357835.65	40	1111508.33	1883331	413987.02	78
64-00	MACHINERY & EQUIPMENT	10263	.00	0	57586	.00	0	113563.16	119164	5600.84	95
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	10263	.00	0	57586	.00	0	113563.16	119164	5600.84	95
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	263434	68351.54	26	1499131	832473.28	56	1337022.37	3079902	910406.35	70
GRAND	TOTAL *********	263434	68351.54	26	1499131	832473.28	56	1337022.37	3079902	910406.35	70

Legislation Details (With Text)

File #:	17-156	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/6/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	March FY 2017 EXPENSE Budget Tracking Worksheet.pdf March FY 2017 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2017
Agenda Date: April 25, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2017 thru March 31, 2017.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/24/17	001-1000-511.48-00	(51)	TXFR FOR COST INCREASE		1870
	001-1000-511.54-00	51			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
02/28/17	001-1103-516.24-00	132	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-1103-516.27-00	2,400			
	001-1103-516.21-00	3,395			
	001-1103-516.22-00	3,765			
	001-1103-516.23-00	15,583			
	001-1103-516.12-00	50,066			
2	Budget Amendments/Transfers		Division 1103 Total	$75,341	
1510 - FINANCE UTILITY ACCOUNTNG					
02/14/17	001-1510-536.34-00	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
	001-1510-536.52-00	(240)	TXFR FUNDS TO COVER 12 MO RENEWAL OF PURCH ORDER		1787
	001-1510-536.44-00	240			
03/24/17	001-1510-536.12-00	(25,941)	MOVE A. HERNANDEZ SALARY EMPLOYEE ENTERED DROP		2259
	001-1510-536.13-00	25,941			
3	Budget Amendments/Transfers		Division 1510 Total	$8,437	
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR		534
	001-1600-513.64-00	10,050			
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/21/16	001-1600-513.52-00	(6,000)	COVER COST OF CUBICLE REORG ON 3RD FLOOR		973
	001-1600-513.64-00	6,000			
12/30/16	001-1600-513.39-00	124,214	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/24/17	001-1600-581.91-30	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/16/17	001-1600-513.49-00	154,021	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-1600-585.73-00	9,928,054			
02/24/17	001-1600-513.52-00	(19,150)	TXFR NEW EOC GENERATOR		1871
	001-1600-513.46-02	(4,950)			
	001-1600-513.49-00	24,100			
03/28/17	001-1600-513.34-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY		2360
	001-1600-513.21-00	853			
	001-1600-513.24-00	1,117			
	001-1600-513.13-00	11,138			
9	Budget Amendments/Transfers		Division 1600 Total	0,807,679	
2100 - POLICE ADMIN/OPERATIONS					
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
12/05/16	001-2100-521.64-00	(10,080)	PD SECURED A LOWER PRICE FOR PATROL SHIELDS		703
	001-2100-521.52-00	10,080			
12/15/16	001-2100-521.64-00	(1,795)	CRIME SCENE STATION		881
	001-2100-521.68-10	1,795			
12/21/16	001-2100-521.52-00	(5,163)	PURCHASE 4 SWAT VESTS WITH BULLETPROOF GRANT		973
	001-2100-521.52-00	(3,151)			
	001-2100-521.64-00	8,314			
01/10/17	001-2100-521.52-00	(1,474)	ADD FNDS TO COVER PRCHSE OF JAIL VAN REPLACEMENT		1178
	001-2100-521.64-00	1,474			
03/10/17	001-2100-521.52-00	(149)	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS		2064
03/20/17	001-2100-521.64-00	(11,281)	JAG GRAN BUDGETED IN WRNG ACCT. RECLASS TRANSACTNS		2168
	001-2100-521.64-00	(10,863)			
	001-2100-521.68-10	(1,795)			
	001-2100-521.52-00	(1,240)			
	001-2100-521.52-00	1,240			
	001-2100-521.68-10	1,795			
	001-2100-521.64-01	22,144			
03/21/17	001-2100-521.64-00	4,378	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
	001-2100-521.52-00	12,296			
03/28/17	001-2100-521.64-00	(1,198)	COVER TASER AND TRAFFIC UNIT PURCH FOR JAG GRANT		2287
	001-2100-521.64-00	(85)			
	001-2100-521.64-01	1,283			
9	Budget Amendments/Transfers		Division 2100 Total	$18,541	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/10/17	001-2101-521.54-00	149	RENEW A MEMBERSHIP TO ADD ADDTNL NOTARY FOR RECORDS		2064
03/21/17	001-2101-521.64-00	(25,985)	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
3	Budget Amendments/Transfers		Division 2101 Total	($27,852)	
2132 - CODE ENFORCEMENT					
02/28/17	001-2132-524.47-00	25	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-2132-524.54-00	140			
	001-2132-524.52-00	400			
	001-2132-524.55-00	565			
	001-2132-524.40-00	750			
	001-2132-524.45-00	939			
	001-2132-524.52-30	1,550			
	001-2132-524.46-03	2,160			
	001-2132-524.41-00	2,340			
	001-2132-524.24-00	3,065			
	001-2132-524.49-00	3,500			
	001-2132-524.42-00	3,700			
	001-2132-524.27-00	4,800			
	001-2132-524.22-00	11,128			
	001-2132-524.21-00	11,780			
	001-2132-524.34-00	20,000			
	001-2132-524.23-00	39,146			
	001-2132-524.12-00	147,972			
03/21/17	001-2132-524.52-00	4,031	CODE ENFORCEMENT MOVE TO PD OFFICES		2194
	001-2132-524.64-00	5,280			
2	Budget Amendments/Transfers		Division 2132 Total	$263,271	
2200 - FIRE ADMINISTRATION					
12/15/16	001-2200-522.52-00	(561)	FIRE INSPECTOR CELL PHONE		881
	001-2200-522.41-00	561			
02/02/17	001-2200-522.52-00	(40)	BUSINESS CARDS FOR NEW FIRE INSPECTOR		1552
	001-2200-522.47-00	40			
2	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
12/30/16	001-2201-522.22-02	(128,299)	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
	001-2201-522.34-00	4,085			
1	Budget Amendments/Transfers		Division 2201 Total	($124,214)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/30/16	001-3200-515.61-00	(111,317)	MAGNOLIA POINTE SUBDIVIS RECLASS FROM LAND		1057
	001-3200-515.49-00	111,317			
01/23/17	001-3200-515.49-00	3,000	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
02/28/17	001-3200-515.12-00	(50,066)	GIS ADMIN MOVED TO IT DIV FROM COM SVCS ADMIN DIV		2065
	001-3200-515.23-00	(15,583)			
	001-3200-515.22-00	(3,765)			
	001-3200-515.21-00	(3,395)			
	001-3200-515.27-00	(2,400)			
	001-3200-515.24-00	(132)			
	001-3200-515.12-00	(147,972)	MOVE 4 POSITIONS TO PD FRM COMM SVCS DIV		2066
	001-3200-515.23-00	(39,146)			
	001-3200-515.34-00	(20,000)			
	001-3200-515.21-00	(11,780)			
	001-3200-515.22-00	(11,128)			
	001-3200-515.27-00	(4,800)			
	001-3200-515.42-00	(3,700)			
	001-3200-515.49-00	(3,500)			
	001-3200-515.24-00	(3,065)			
	001-3200-515.41-00	(2,340)			
	001-3200-515.46-03	(2,160)			
	001-3200-515.52-30	(1,550)			
	001-3200-515.45-00	(939)			
	001-3200-515.40-00	(750)			
	001-3200-515.55-00	(565)			
	001-3200-515.52-00	(400)			
	001-3200-515.54-00	(140)			
	001-3200-515.47-00	(25)			
7	Budget Amendments/Transfers		Division 3200 Total	($149,691)	
3205 - ECONOMIC DEVELOPMENT					
01/23/17	001-3205-559.48-00	(3,000)	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
1	Budget Amendments/Transfers		Division 3205 Total	($3,000)	
3290 - LEISURE SERVICES					
03/21/17	001-3290-574.34-00	(1,600)	TXFR TO COVER PURCHSE OF NEW BANQUET TABLES		2185
	001-3290-574.52-00	1,600			
1	Budget Amendments/Transfers		Division 3290 Total	$0	
3510 - PUBLIC WORKS MAINTENANCE					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
12/13/16	001-3510-541.63-00	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
02/28/17	001-3510-541.63-00	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
03/10/17	001-3510-541.52-00	(13,800)	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
4	Budget Amendments/Transfers		Division 3510 Total	$327,986	
3520 - PARKS & BEAUTIFICATION					
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			
03/28/17	001-3520-572.52-00	(1,180)	TILLER P.O. WAS OP SUPPLY INSTEAD OF CAPITAL EQUP		2287
	001-3520-572.64-00	1,180			
2	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
12/07/16	001-3540-519.55-00	(500)	COVER INCREASED COSTS OF VERTICAL TIRE CAROUSEL		743
	001-3540-519.64-00	500			
1	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
02/14/17	001-3560-519.46-00	(4,313)	TXFR TO COVER CITY HALL TRACER ES SOFT LICENSE		1787
	001-3560-519.68-10	4,313			
2	Budget Amendments/Transfers		Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
03/10/17	001-3580-519.46-00	13,800	REFURB BILLBOARD SIGNS ON ROSA L / US 1 CITY OWNS		2064
2	Budget Amendments/Transfers		Division 3580 Total	$245,736	
52	Total Budget Amendments/Transfers		**GENERAL FUND**	**1,442,234**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
01/25/17	110-3230-559.39-00	(1,908)	ENGINEERING REPORT ANLYS LEE WENNER PARK DAYSLPS		1418
	110-3230-559.34-00	1,908			
03/08/17	110-3230-559.39-00	(2,000)	XFR FOR ANTICIPATED SHORT IN LEGAL EXP FACADE GRANT		2026
	110-3230-559.31-01	2,000			
3	Budget Amendments/Transfers		Division 3230 Total	($6,942)	
3	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
03/21/17	111-3230-559.45-00	36	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
	111-3230-559.55-00	1,480			
1 Budget Amendments/Transfers			Division 3230 Total	$1,516	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$1,516**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 3230 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
1600 - GENERAL OPERATIONS					
01/24/17	201-1600-513.71-00	120,000	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
	201-1600-513.72-00	239,680			
1 Budget Amendments/Transfers			Division 1600 Total	$359,680	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$359,680**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
01/24/17	301-3580-519.39-00	(1,080,000)	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.39-00	(197,878)			
	301-3580-519.62-00	100,000			
	301-3580-519.73-00	197,878			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	330,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
	301-3580-519.62-00	330,000			
02/10/17	301-3580-519.62-00	(18,146)	LAND EXP FIRE STN 1 & 3 LAND IMPRVMNTS TO SITES		1693
	301-3580-519.62-00	(246)			
	301-3580-519.61-00	246			
	301-3580-519.61-00	18,146			
02/14/17	301-3580-519.62-00	(71,190)	TXFR FOR CARDNO TASK ORD FOR BRUNSON AND FIRE ST 2		1790
	301-3580-519.61-00	71,190			
5 Budget Amendments/Transfers			Division 3580 Total	$660,000	
5 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$660,000**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
1 Budget Amendments/Transfers			Division 1515 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4010 - WATER ADMINISTRATION					
12/13/16	421-4010-536.31-00	479,454	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
02/14/17	421-4010-536.34-00	(8,437)	FNDS TO COVER REMAIN COST OF UTIL METER AUDIT		1788
	421-4010-581.91-01	8,437			
03/28/17	421-4010-536.39-00	(13,108)	SUMMER YOUTH PROGRAM CHNG TO DIRECT PARTIC PAY		2361
	421-4010-536.21-00	853			
	421-4010-536.24-00	1,117			
	421-4010-536.13-00	11,138			
3	Budget Amendments/Transfers		Division 4010 Total	$479,454	
4020 - DYAL PLANT					
01/03/17	421-4020-536.46-00	(40,067)	EMERGENCY GENERATOR RNTL FOR DYAL WTP - PAY 2 INV		1080
	421-4020-536.44-00	40,067			
01/10/17	421-4020-536.46-00	(100,167)	EMERGENCY GENERATOR LEASE AT DYAL WTP FY 17		1215
	421-4020-536.44-00	100,167			
02/14/17	421-4020-536.63-00	47,233	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK		1785
03/28/17	421-4020-536.12-00	(49,000)	ADD FUNDS FOR DYAL OVRTIM TO COVER EMERG REPAIRS		2287
	421-4020-536.14-00	49,000			
4	Budget Amendments/Transfers		Division 4020 Total	$47,233	
4025 - WATER FIELD OPERATIONS					
03/22/17	421-4025-536.46-00	(25,812)	WILSON ST GATE REPLACEMNT AT UTILITES COMPOUND		2208
	421-4025-536.63-00	25,812			
1	Budget Amendments/Transfers		Division 4025 Total	$0	
4055 - ENGINEERING					
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-4055-536.63-00	14,750	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-4055-536.63-00	15,400			
	421-4055-536.63-00	40,595			
	421-4055-536.63-00	42,100			
	421-4055-536.63-00	165,612			
	421-4055-536.63-00	244,882			
	421-4055-536.63-00	582,226			
	421-4055-536.63-00	1,872,357			
02/14/17	421-4055-536.63-00	(47,233)	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK		1785
3	Budget Amendments/Transfers		Division 4055 Total	$3,784,330	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783
	421-4120-536.34-00	2,400			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/13/16	421-4120-536.63-00	1,389,940	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-4120-536.63-00	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
	421-4120-536.46-00	(4,500)	TASK ORD #46 ELECT OPER & MAINT PROJECT WS17CM		1441
	421-4120-536.63-00	4,500			
02/14/17	421-4120-536.46-00	(137)	FUNDS FOR PREVNT MAINT ON AERZEN BLOWERS AT SELLERS		1787
	421-4120-536.34-00	137			
5 Budget Amendments/Transfers			Division 4120 Total	$1,533,620	
4125 - SEWER FIELD OPERATIONS					
12/13/16	421-4125-536.63-00	520,605	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/04/17	421-4125-536.63-00	(400,000)	FUNDS BUDGETED UNDER WRNG PROJECT NUMBER		1099
	421-4125-536.63-00	400,000			
2 Budget Amendments/Transfers			Division 4125 Total	$520,605	
19 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,365,242**	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			
01/10/17	423-3570-538.63-00	(55,332)	BID COSTS FOR SW16FS WERE HIGHER THAN BUDGETED.		1216
	423-3570-538.63-00	55,332			
	423-3570-538.63-00	(169,668)	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
	423-3570-538.39-00	(83,332)			
	423-3570-538.63-00	83,332			
	423-3570-538.63-00	152,630			
	423-3570-538.63-00	169,668			
01/23/17	423-3570-538.63-00	(1,000)	BALANCE FUNDS DUE TO BAF AGND 16-657 and REQ 32279		1372
	423-3570-538.63-00	1,000			
02/10/17	423-3570-538.52-00	(100)	COVER A FUND SHORTAGE FOR NEW MOWER PURCHASE		1693
	423-3570-538.64-00	100			
02/14/17	423-3570-538.63-00	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
03/16/17	423-3570-538.39-00	(5,514)	SHORTAGE IN BUDGETED AMT FOR NEW TRACTOR PURCHSE		2133
	423-3570-538.64-00	5,514			
8 Budget Amendments/Transfers			Division 3570 Total	$213,820	
8 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$213,820**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
90	**Transfers & Amendments between 10/1/2016 and 3/31/2017**			
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**19,039,298**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 3/31/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
12/13/16	001-0000-389.99-50	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
01/24/17	001-0000-389.99-50	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/14/17	001-0000-381.91-21	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
02/16/17	001-0000-389.90-20	511,648	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-0000-389.99-50	705,427			
	001-0000-385.00-00	8,865,000			
02/28/17	001-0000-389.99-50	75,000	FISKE BLVD PHS 1 PROJ EXP ADDTNL FUNDS AGNDA 17-099		2063
7 Budget Amendments/Transfers			Division 0000 Total	1,442,234	
7 Total Budget Amendments/Transfers			**GENERAL FUND**	**1,442,234**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1 Budget Amendments/Transfers			Division 0000 Total	($6,942)	
1 Total Budget Amendments/Transfers			**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
03/21/17	111-0000-338.00-00	1,516	BREVARD CO NEW MILLAGE RT INCRSE TIF REV DMD SQ CRA		2193
1 Budget Amendments/Transfers			Division 0000 Total	$1,516	
1 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$1,516**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1 Budget Amendments/Transfers			Division 0000 Total	$3,748	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$3,748**	
01/24/17	201-0000-325.12-01	359,680	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
1 Budget Amendments/Transfers			Division 0000 Total	$359,680	
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$359,680**	
01/24/17	301-0000-381.91-01	660,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
1 Budget Amendments/Transfers			Division 0000 Total	$660,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$660,000**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-0000-389.99-50	2,571,011	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/13/16	421-0000-389.99-50	2,796,910	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-0000-389.99-50	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
3 Budget Amendments/Transfers			Division 0000 Total	$6,365,242	
3 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,365,242**	
01/10/17	423-0000-389.99-50	152,630	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
02/14/17	423-0000-389.99-50	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
2 Budget Amendments/Transfers			Division 0000 Total	$213,820	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$213,820**	
17 Transfers & Amendments between 10/1/2016 and 3/31/2017					
			FY 2017 TOTAL TRANSFERS & AMENDMENTS	**19,039,298**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\March 2017\March FY 2017 REVENUE Budget Tracking Worksheet.imr
ran by Database User ID: cocoath

Page 2

Date: 4/6/2017

Legislation Details (With Text)

File #:	17-157	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/6/2017			**In control:**	City Council
On agenda:	4/25/2017			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Report 3-31-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 6, 2017
Agenda Date: April 25, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of March 31, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account # (applied to contingency)	All Fiscal Years Cumulative (as of 4/6/2017)	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CP16F1														
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21										
Project Manager:														
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	W & J Construction PO# 69154			FY17 PO Issue		31565	3,605,586.00	3,605,586.00			3,605,586.00	$ 253,325.56	n/a	
	Fire Station 1 Q-16-07-COC			*CO#1*		32632	(213,256.00)	3,392,330.00			3,392,330.00			
				CO#2		32698	(122,581.70)	3,269,748.30			3,269,748.30			
				CO#3		32759	(40,515.00)	3,229,233.30			3,229,233.30			
	NOTE: This is a different formula, different authorization>	163,097	*contingency balance-->											
WS1176														
Op. Rev.		60,132.90	2/14/2017	2017-14										
Project Manager:		6,013.29	contingency authorized											
account #	421-4020-536.63-00	54,119.61	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	C & D Construction PO# 70030			FY17 PO Issue		32566	54,119.61	54,119.61			54,119.61	$ -	n/a	
	B-15-21-COC					32566	546.29	54,665.90			54,665.90			
		5,467	*contingency balance-->											
WS0904														
Op. Rev.		305,000.00	1/10/2017	2017-08										
Project Manager:		27,500.00	contingency authorized											
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Insituform Tech, LLC PO# 69897			FY17 PO Issue		32320	277,500.00	277,500.00			277,500.00	$ -	n/a	
	Bid No.City of Daytona Bid Contract 0113-1010													
		27,500	*contingency balance-->											
SW17DS														
Op. Rev.		616,630.00	1/10/2017	2017-06										
Project Manager: Stormwater WAWA		56,967.00	contingency authorized											
account #	423-3570-538-63-00	559,663.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name 520 & Fiske, LLC PO # 69866			FY17 PO Issue		32279	460,830.00	460,830.00			460,830.00	$ -	n/a	
		56,967	*contingency balance-->											
CP11FS	Fleet Garage Addition													
Op. Rev.		202,887.00	10/11/2016	2016-109										
Project Manager:		10,000.00	contingency authorized											
account #	001-3580-519-62-00	192,887.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name PARKIT CONSTR. PO # 69152			FY17 PO Issue		31559	192,886.65	192,886.65			192,886.65	$ 155,995.35	n/a	n/a
	Bid No. B-16-03-COC Fleet													
		10,000	*contingency balance-->											
PW08PL	Florida Ave Streetscape													
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85										
Project Manager:		51,536.00	contingency authorized											
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project														
	Vendor DP Development PO# 68774/69109			FY16 PO Issue	FY 2016	31032	38,828.00	38,828.00		38,828.00		$ 301,131.51	$ 34,945.20	n/a
	Bid No. B-16-10-COC			*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)	34,945.20		34,945.20				
				FY17 PO Issue	FY 2017	31352	504,347.39	539,292.59		34,945.20	504,347.39			
				CO#1		32634	4,238.44	543,531.03		34,945.20	508,585.83			
		51,536	*contingency balance-->					v	v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved		Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS1506	Florida Ave Streetscape														
Op. Rev.		1,909,332.00	7/26/16 #16-266		2016-84										
Project Manager:		312,139.00	contingency authorized												
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project															
	Vendor Bussen Mayer Engineering PO# 69303			FY17 PO Issued	FY 2017	31718	1,550,639.25	1,550,639.25				1,550,639.25	$ 750,292.84	$ -	n/a
	Bid No. B-16-10-COC														
		312,139	*contingency balance-->					v	v						
CD1105	Florida Ave Streetscape														
		1,282,313.00	7/26/16 #16-266		2016-83										
Project Manager:		126,817.00	contingency authorized; $21,000 from CRA												
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project															
	Vendor DP Development PO#69108														n/a
	Bid No. B-16-10-COC			FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07			-	1,034,235.07	$ 507,843.05		
				CO#1		32655	3,226.86	1,037,461.93				1,037,461.93			
		126,817	*contingency balance-->												
WS16UP	Utility Privatization														
Op. Rev.		1,531,934.00	7/26/16 #16-298		2016-74										
Project Manager:		283,806.00	contingency authorized												
account #	421-4055-536-63-00	1,248,128.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name CH2M Hill PO#	This project was assigned the wrong project number WS17AF			FY 2017	Pending		-				-		$ -	n/a
	Bid No.														
		283,806	*contingency balance-->					v	v						
WSLS04	Lift Station #4 Improvements														
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)		2016-63										
Project Manager:		56,170.00	contingency authorized												
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name: L7 Construction Inc PO# 68449/69693			FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00			561,700.00		$ 59,940.00	$ 27,000.00	n/a
	Bid No. B-16-14-COC			*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00	-	-	27,000.00				
				FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00			27,000.00	534,700.00			
				CO#1		32196	3,418.82	565,118.82			27,000.00	538,118.82			
		52,751	*contingency balance-->												
WS1222	WRF Motor Controls Sellers														
Op. Rev.		2,334,400.20	4/12/2016		2016-37										
Project Manager:		212,218.20	contingency authorized												
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Chinchor Electric Inc PO# 68119/69705			FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			2,122,182.00		$ 229,948.56	$ 183,433.33	n/a
	B-16-05-COC			*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			183,433.33				
				FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			183,433.33	1,938,748.67			
				CO#1		32212	119,650.85	2,241,832.85			183,433.33	2,058,399.52			
		92,567	*contingency balance-->												
CP16F3	Fire Station #3 Design														
Op. Rev.	SR524	161,916.30	12/8/2015		2016-16										
Project Manager:		7,710.30	contingency authorized 5%												
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Architects Design Group/Architects RZK			FY16 PO Issue	FY2016	29395	154,206.00	154,206.00		-	154,206.00		$ 604.47	$ 123,672.40	n/a
	PO#67485/69346/69708			*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00			160,666.00		$ -		
				PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40			123,672.40				
	Bid No. RFQ-11-12-COC			FY 2017 PO Issue	FY 2017	31768	551.75	124,224.15			123,672.40	551.75			
						31768	52.72	124,276.87			123,672.40	604.47			
						32160	36,441.85	160,718.72			123,672.40	37,046.32			
		1,197.58	*contingency balance-->												

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CP16F2	Fire Station #2 Design Bronson													
Op. Rev.		118,490.20	1/12/2016	2016-15 2016-104										
Project Manager:		15,166.20	contingency authorized 5% 9/27/16 Council Approved Increase											
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Architects Design Group		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00			103,324.00		$ 6,143.40	$ 75,350.09	n/a
	PO#67486/69348/69645													
	Bid No. RFQ-11-12-COC		*CO#2*		30996	9,992.00	113,316.00			113,316.00		$ 4,549.53		
			FY16 Liquidation			(37,965.91)	75,350.09			75,350.09				
	**to Council 9/27/16 to add $10,000 to contingency*		*FY 17 PO Issue #69348*	FY2017	31770	6,143.40	81,493.49			75,350.09	6,143.40			
			PO#69645		32092	3,775.00	85,268.49			75,350.09	9,918.40			
			CO#1 PO#69645		32264	774.53	86,043.02			75,350.09	10,692.93			
		5,174	*contingency balance-->											
* Fire Stations 1 and 2 were switched after Council														
CP16F1	Fire Station Dixon													
Op. Rev.		203,854.95	2/23/2016	2016-14										
Project Manager:		7,280.95	contingency authorized 5%											
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
		50,955.00	4/12/16 V.9											
	Vendor Name Architects Design Group PO#67682/69347		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00			145,619.00		$ 2,119.60	$ 121,018.40	n/a
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00			196,574.00				
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00			199,174.00				
			PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40			121,018.40				
			FY 17 PO Issue	FY2017	31769	2,119.60	123,138.00			121,018.40	2,119.60			
* Fire Stations 1 and 2 were switched after Council		4,681	*contingency balance-->											
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services													
Op. Rev.		9,425,900.00	12/8/2015	2015-091										
Project Manager:		856,900.00	contingency authorized											
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name PETTICOTT-SCHMITT PO#67619/69660		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 8,569,000.00		$ 1,840,275.21	$ 1,820,482.23	n/a
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			8,636,311.00				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00			1,820,482.23	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00			1,820,482.23	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00			1,820,482.23	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00			1,820,482.23	6,909,788.77			
		695,629	*contingency balance-->											
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape													
Op. Rev.		659,839.00	12/8/2015	2015-085										
Project Manager:		59,985.00	contingency authorized											
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Certified General Contractors PO# 67555/69428		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00			599,854.00		$ 104,901.52	$ 381,822.97	n/a
	Bid No. Sole Source		*PO 67555 FY16 Year-End PO Liquidation*			(218,031.03)	381,822.97			381,822.97				
	Project number changing WS16MC			FY2017	31828	218,031.03	599,854.00			381,822.97	218,031.03			
					31957	19,989.15	619,843.15			381,822.97	238,020.18			
			CO#1		31957	15,664.82	635,507.97			381,822.97	253,685.00			
		24,331	*contingency balance-->											
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements													
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00								
Project Manager:		110,347.00	10% contingency authorized of $1,103,473											
account #	421-4055-536-63-00	1,103,473.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00	n/a	1,103,473.00			$ -	$ 800,374.00	$ 220,050.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00		220,050.00					
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00		220,050.00	883,423.00				
			CO#1		29489	7,268.19	1,110,741.19		220,050.00	890,691.19				
			CO#2		30181	7,419.37	1,118,160.56		220,050.00	898,110.56				
			CO#3		30320	32,643.88	1,150,804.44		220,050.00	930,754.44				
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00		220,050.00	800,374.00				
				FY2017	31997	130,380.44	1,150,804.44		220,050.00	800,374.00	130,380.44			
		63,016	*contingency balance-->											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.		FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS1001	Industrial Park Pump Station															
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138												
Project Manager:		444,500.00	10% contingency authorized			63-00										
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum				
	Vendor Name Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00	n/a	4,445,000.00					$ 875,143.30	$ 2,959,457.53
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41		4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		4,501,559.91		4,501,559.91						
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)		2,959,457.53		2,959,457.53						
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38		4,501,559.91		2,959,457.53	1,542,102.38		v		$ 798,358.61	
			TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07		4,522,993.98		2,959,457.53	1,563,536.45		v		$ 8,814.92	
			PO# 67460 to QLH for SDC		29381	53,001.11		4,575,995.09		2,959,457.53	1,616,537.56		v		$ 67,969.77	
	CH2M PO #67455		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00		4,599,028.09		2,959,457.53	1,639,570.56					
			CO#1 PO 67318		29647	53,686.38		4,652,714.47		2,959,457.53	1,693,256.94			$ 13,917.45		
			CO#2 install electronic indicators PO 67318		30007	8,917.65		4,661,632.12		2,959,457.53	1,702,174.59					
			CO#2 additional inspection services PO# 67460		30758	18,000.00		4,679,632.12		2,959,457.53	1,720,174.59					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)		3,873,284.32		2,959,457.53	913,826.79					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)		3,847,219.98		2,959,457.53	887,762.45					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)		3,834,600.83		2,959,457.53	875,143.30					
			PO#69493	FY 2017	31910	26,064.34		3,860,665.17		2,959,457.53	875,143.30	26,064.34				
		209,868	*contingency balance-->*						v							
WS1117	SCADA Support Hardware Integration Services															
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090												
Project Manager:		231,664.40	10% contingency authorized			63-00	64-00									
account #421-4055-536.63-00		2,316,644.00	exp authorized before contingency													
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum				
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00	2,316,644.00					$ 244,575.44	$ 1,356,251.34	$ 1,544,805.10
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-	-							
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00	-	2,316,644.00						
					26634		(2,316,644.00)			-						
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00	62,775.00	2,316,644.00	-	2,316,644.00						
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		2,914,274.00	-	2,914,274.00						
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a			2,914,274.00	-	2,914,274.00						
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10	-	1,544,805.10						
			FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00	-	1,544,805.10	1,369,468.90					
			FY16 Year-End PO Liquidation			(13,217.56)		2,901,056.44		1,544,805.10	1,356,251.34					
			FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00		1,544,805.10	1,356,251.34	13,217.56				
			CO#1 to PO#69602		31776	231,520.00		3,145,794.00		1,544,805.10	1,356,251.34	244,737.56				
	Same project, different task orders, not from "contingency"															
	CH2M Hill Engineers, Inc. PO# 67260															
	CH2M Hill Engineers, Inc. PO# 67261															
	CH2M Hill Engineers, Inc. PO# 67263															
	CH2M Hill Engineers, Inc. PO# 67264															
		$ 144.40	*contingency balance-->*													
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade															
Op. Rev.		645,947.00	7/8/14 V.3	2014-064												
		120,100.00	3/10/15, V.2	no Resolution: project amendment												
Project Manager:		47,804.00	10% contingency authorized			63-00										
account #421-4055-536.63-00		478,043.00	exp authorized before contingency					Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum				
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00		478,043.00	478,043.00					$ 2,240.83	$ 347,995.57	$ 246,351.60
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)		-	-							
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00		478,043.00		478,043.00						
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00		588,643.00		588,643.00						
			FY15 Year End PO Liquidation			(342,291.40)		246,351.60		246,351.60						
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40		588,643.00		246,351.60	342,291.40					
	IEM Power Systems LLC FY2017 PO#69606		CO#1 rental of storage POD		30635	345.00		588,988.00		246,351.60	342,636.40					
			CO#2 add'l costs for delay in construction		30658	1,750.00		590,738.00		246,351.60	344,386.40					
			CO#3 add'l costs for delay in construction		30676	4,050.00		594,788.00		246,351.60	348,436.40					
			FY16 Year-End PO Liquidation			(440.83)		594,347.17		246,351.60	347,995.57					
				FY 2017	31982	440.83		594,788.00		246,351.60	347,995.57	440.83				
			CO#1		32144	1,800.00		596,588.00		246,351.60	347,995.57	2,240.83				
		39,859	*contingency balance-->*													