City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, April 23, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-231 Approval of the April 23, 2024 Regular City Council Meeting agenda as written or with amendments.

Attachments: 04-23-2024 Short Agenda.pdf

MINUTES:

II.2 24-228 Approval of the February 13, 2024 Regular City Council Meeting minutes as written or with amendments.

Attachments: 02-13-2024 Minutes ADA.pdf
Exhibit A.pdf
Exhibit B.pdf

III. AWARDS AND PRESENTATIONS:

III.1 24-109 Citizen's Academy Graduation Ceremony.

III.2 24-227 Proclamation Recognizing Professional Municipal Clerk's Week beginning May 5th, 2024 through May 11th, 2024.

Attachments: Professional Municipal Clerk's Week Proclamation.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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 24-197 To Approve a Resolution Amending the FY24 Budget, BAF#24-078-T, Transferring Available Chemical Funds for Additional Work Required under Task Order No. 2024-35 Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Computerized Maintenance Management System (CMMS) Support (Task #3) Related to Water Supply and Water Treatment; To Approve Addendum #1 to Jacobs Engineering Task Order No. 2024-35 in the Amount of $73,444.

Attachments:
- PO#81497 Jacobs Engineering Group Inc.pdf
- Budget Resolution FY 2024-038 ADA Compliant.docx
- BAF 24-078-T-UT- CMMS change with funds from Chemicals (04-23-24) Agend
- TO-JACOBS 2024-35.1 $73,444.00 - UT-DYAL 4020.pdf
- CMMS TO 2024-35 Addendum 1_signed.pdf
- COI Jacobs EXP 07.01.24.pdf

V.2 24-217 Approve a resolution amending the current FY 2024 budget, BAF #: 24-063-A&T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (Finance Director)

Attachments:
- Budget Resolution FY 2024-39 ADA Compliant.docx
- BAF 24-063-T-FN-MID Year Cleanup Tracking Sheet.pdf
- BAF 24-063-T-FN-MID Year Cleanup (04-23-24) Agenda # 24-217.pdf
- BAF 24-063-A-FN-MID Year Cleanup (04-23-24) Agenda # 24-217.pdf
- BAF 24-063-A-FN-MID Year Cleanup Tracking Sheet.pdf

V.3 24-218 Authorize the City Manager to execute an agreement between the City of Cocoa and Ovation Construction, Inc. (361 S. Central Avenue, Orlando, FL32765), for the purposes of completing the Harry T. Moore Center Restoration Project (Windows and Doors) in a not to exceed amount of $277,259.63, utilizing the Sourcewell contract FL-R6-GC08-111821-COC. Approve a Resolution Amending the FY24 Budget, BAF#24-081-A for the Grant award and expense. Approve a contingency resolution and authorize the City Manager to execute change orders to Ovation Construction, Inc. or Architects, RZK resulting from use of project contingency the amount of $11,659.

Attachments:
- Contingency Resolution 2024-040.doc
- FL-R6-GC08-111821-OCC-HTM Construction Agreement.docx
- Sourcewell Contract Award
- EXHIBIT 2 QUOTE_WOP #125390.00 R2.pdf
- EXHIBIT 4 - 23.h.sc.100.023GrantAwardAgreement_Executed.SW9.pdf
- EXHIBIT 1 -Contract_FL-R6-GC08-111821-OCC.pdf
- Budget Resolution FY 2024-041 ADA Compliant.docx
- BAF 24-081-A-Harry T Moore Windows Grant (4-23-24) Agenda 24-218.pdf

MULTI-YEAR CONTRACTS:

VI. PUBLIC HEARINGS:

VI.1 24-211 Approve Ordinance on Second Reading updating Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment of the City Code.

Attachments:
- Impoundment of Illegally Parked Vehicles.pdf
- Business Impact Estimate Cocoa (Ordinance 03-2024) 4-11-24.rtf
- Legal Ad Proof.pdf

VI.2 24-233 Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove.

Attachments:
- 10085412.pdf

VI.3 24-237 Approve on Second and Final Reading an Ordinance authorizing the inclusion of the Winward Preserve and Lakes at Cocoa Grove projects located within the City of Cocoa into the Brevard County District 1 Road and Bridge Municipal Service Taxing Unit.

Attachments: Ordinance No. 04-2024.pdf
Legal Ad.pdf
Business Impact Estimate - MSTU.pdf

VII. COUNCIL BUSINESS:

VII.1 24-165 Approve the current Code Enforcement Lien for the property located at 215 Riverside Dr, be reduced to $50,000.00 as recommended by the Code Enforcement Board.

Attachments: Council Summary.docx
LR App.pdf
LR Staff Report.docx
Cost Aff -215.xlsx
BCPAO.pdf
Reg Agt.pdf
2. Rpt NOH.docx
2. Rpt NOH.docx
BCPAO(2).pdf
2023 DL.docx
5. Order.pdf
BCPAO(2).pdf

VII.2 24-166 Approve the current Code Enforcement Lien for the property located at 1212 Myrtle Ln, for the original amount of $8,410.00 as recommended by the Code Enforcement Board.

Attachments:
Council Summary.docx
LR App.pdf
LR Staff Report.docx
Cost Aff -1212.xlsx
BCPAO.pdf
2. NOV.docx
3. FNOV.docx
5. NOH.docx
8. Facts.pdf
8. NOHNC.docx
11. Order.pdf
2023 DL.docx

VII.3 24-167 Approve the current Code Enforcement Lien for the property located at 1044 Myrtle Ln, be reduced to $500.00 as recommended by the Code Enforcement Board.

Attachments:
Council Summary.docx
LR App.pdf
LR Staff Report.docx
Cost Aff -1044.xlsx
BCPAO.pdf
NOV.pdf
NOH.pdf
F.O.F.pdf
NC Hearing.pdf
Order.pdf

VIII. CITY BUSINESS:

IX. INFORMATIONAL AGENDA:

IX.1 24-214 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.

Attachments:
Budget Classification Report March 2024.pdf

IX.2 24-215 FY 2024 March Budget Adjustment Report

Attachments: Revenue Budget Tracking Worksheet.pdf
Expense Budget Tracking Worksheet.pdf

IX.3 24-216 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.

Attachments: Change Orders-CM Authorized March 2024.pdf
Visualization Change Order Authorizations.pdf

IX.4 24-229 Bi-weekly Report from April 5 - April 18, 2024.

Attachments: Council bi-weekly report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. 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: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:
(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.
Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter 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 item 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. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

Legislation Details (With Text)

File #:	24-231	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/18/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approval of the April 23, 2024 Regular City Council Meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-23-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2024
Agenda Date: April 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the April 23, 2024 Regular City Council Meeting agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the April 23, 2024 Regular City Council Meeting agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: April 23, 2024
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of April 23, 2024. (24-231)

2. Minutes: (a) Regular Meeting of February 13, 2024. (24-228)

III. Awards and Presentations:

1. Citizen's Academy Graduation Ceremony. (24-109). (Comm. & Economic Development Director)

2. Proclamation Recognizing Professional Municipal Clerk's Week beginning May 5th, 2024 through May 11th, 2024. (24-227). (Administrative Services Director)

IV. Delegations:

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

This Agenda may be Amended up until or at the Meeting

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

(A) General Consent Items:

1. To Approve a Resolution Amending the FY24 Budget, BAF#24-078-T, Transferring Available Chemical Funds for Additional Work Required under Task Order No. 2024-35 Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Computerized Maintenance Management System (CMMS) Support (Task #3) Related to Water Supply and Water Treatment; To Approve Addendum #1 to Jacobs Engineering Task Order No. 2024-35 in the Amount of $73,444. (24-197). (Utilities Director)

2. Approve a resolution amending the current FY 2024 budget, BAF #: 24-063-A&T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (24-217). (Finance Director)

3. Authorize the City Manager to execute an agreement between the City of Cocoa and Ovation Construction, Inc. (361 S. Central Avenue, Orlando, FL32765), for the purposes of completing the Harry T. Moore Center Restoration Project (Windows and Doors) in a not to exceed amount of $277,259.63, utilizing the Sourcewell contract FL-R6-GC08-111821-COC. Approve a Resolution Amending the FY24 Budget, BAF#24-081-A for the Grant award and expense. Approve a contingency resolution and authorize the City Manager to execute change orders to Ovation Construction, Inc. or Architects, RZK resulting from use of project contingency the amount of $11,659. (24-218). (Community Services Director)

(B) Multi-Year Contracts:

VI. Public Hearings:

1. Approve Ordinance on Second Reading updating Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment of the City Code. (24-211). (City Attorney)

2. Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove. (24-233). (City Planner)

3. Approve on Second and Final Reading an Ordinance authorizing the inclusion of the Winward Preserve and Lakes at Cocoa Grove projects located within the City of Cocoa into the Brevard County District 1 Road and Bridge Municipal Service Taxing Unit. (24-237). (City Attorney)

VII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 215 Riverside Dr, be reduced to $50,000.00 as recommended by the Code Enforcement Board. (24-165). (Police Chief)

2. Approve the current Code Enforcement Lien for the property located at 1212 Myrtle Ln, for the original amount of $8,410.00 as recommended by the Code Enforcement Board. (24-166). (Police Chief)

3. Approve the current Code Enforcement Lien for the property located at 1044 Myrtle Ln, be reduced to $500.00 as recommended by the Code Enforcement Board. (24-167). (Police Chief)

VIII. City Business:

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (24-214). (Finance Director)

2. FY 2024 March Budget Adjustment Report. (24-215). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (24-216). (Finance Director)

4. Bi-weekly Report from April 5 - April 18, 2024. (24-229). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

This Agenda may be Amended up until or at the Meeting

This is a public meeting. All interested parties may attend in person. 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: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

(1) https://tinyurl.com/s5e875r or

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

This Agenda may be Amended up until or at the Meeting

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter 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 item 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. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-228	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	4/18/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approval of the February 13, 2024 Regular City Council Meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-13-2024 Minutes ADA.pdf Exhibit A.pdf Exhibit B.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2024
Agenda Date: April 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Approval of the February 13, 2024 Regular City Council Meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the February 13, 2024 Regular City Council Meeting minutes as written or with amendments.

powered by Legistar™

.

MINUTES
City of Cocoa
Regular Meeting of The City Council

February 13, 2024

A Regular City Council Meeting was held on Tuesday, February 13, 2024, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

The Delta Sigma Theta Sorority provided the invocation and Coach Jones led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Matthew Barringer	Councilmember
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Katie Ennis, Assistant Utilities Director; Tammy Gemmati, Administrative Services Director; Samantha Senger, Communications & Economic Development Director; Robert Beach, Chief Technology Officer; and Jason Dowty, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 13, 2024. (24-80)

*** MOTION by Mayor Blake; Seconded by Councilmember Koss to approve the agenda for the Regular meeting of February 13, 2024 with an amendment to postpone Public Hearing item VI.4 to March 26, 2024.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of November 28, 2023. (24-81)

(b) Regular Meeting of December 12, 2023. (24-82)

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the minutes for the Regular meetings of November 28, 2023 as written and the December 12, 2023 minutes with an amendment to add Councilmember Koss's vote to the motion for a short recess on page 10.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Recognition of Ed Jones for his Service to the Diamond Square CRA. (24-078). (Community Services Director)

City Council presented Mr. Jones with a plaque for his years of service on the Diamond Square CRA and Councilmember Goins read the plaque into the record.

2. Proclamation: Proclaiming the Month of February, 2024 as "Black History Month". (24-32). (Mayor Blake)

Deputy Mayor Hearn read the proclamation into the record.

IV. Delegations:

Ms. Theresa Clifton, Brevard Humane Society, announced that they are hosting their annual Mardi Paws event on Sunday, February 25, 2024 at Riverfront Park and invited everyone out to attend.

She shared that they are also offering free spay and neuter services at the Brevard Humane Society if anyone is interested and she noted that only an appointment is required to take advantage of the service.

JB Dennis, 3710 Catalina Dr., stated that would like to petition the city regarding the homeless crisis. He talked about the homeless in the area and mentioned a vacant property on Fiske Blvd. and Rosa L Jones Dr. that could be used to provide shelter to the homeless. He added that he feels that the city has not done anything to help aid the crisis.

Councilmember Goins asked Mr. Dennis to reach out to him directly to discuss several of the things the city has done or is doing to address these issues.

V. Consent Agenda:

(A) General Consent Items:

1. Approve Resolution# approving the name of Candlewood Lane for the private road intended to serve the Clear Pond Estates Apartments located southeast of the intersection of Crestview Road and N. Fiske Boulevard on Parcel ID 24-36-29-BY-*-7.01, providing for the repeal of prior inconsistent resolutions and providing an effective date. (24-59). (Community Services Director)

(B) Multi-Year Contracts:

2. Approve the three-year contract between the City of Cocoa and the Coastal Florida Police Benevolent Association (PBA) Lieutenants for the contract term of October 1, 2023 through September 30, 2026. (24-74). (Administrative Services Director)

*** MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Two related action items: (1) Approve Ordinance on Second and Final Reading amending Section 2-26 of the City Code regarding the qualification of candidates

for City Council; and (2) Approve Resolution adopting a form election qualification statement for candidates seeking a seat on City Council. (24-37). (City Attorney)

Assistant City Attorney Eick read the Ordinance into the record for Second and Final Reading as follows:

Ordinance No. 02-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AMENDING SECTION 2-26 OF THE CITY CODE REGARDING THE ELECTION QUALIFYING PERIOD REQUIREMENTS FOR THE OFFICE OF MAYOR AND CITY COUNCIL IN ACCORDANCE WITH SECTION 1 OF ARTICLE XVII OF THE CITY CHARTER; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve Ordinance No. 02-2024 on Second and Final Reading and to approve Resolution 2024-011.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Ordinance on First Reading updating Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment of the City Code. (24-61). (City Attorney)

Assistant City Attorney Eick read the Ordinance into the record for First Reading as follows:

Ordinance No. 03-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 20, ARTICLE III, DIVISION 2, OF THE CITY CODE REGARDING VEHICLE IMPOUNDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Blake opened the hearing to the public. There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Mayor Blake; Seconded by Councilmember Barringer to approve Ordinance No. 03-2024 on First Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration of a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove. (24-75). (Planning Consultant)

Eric Raasch, City Consultant with Inspire Placemaking Collective, provided a presentation[1]. He provided a history of the project and shared the existing conditions of the property. He reiterated that the request this evening is for Council to consider approval of the large-scale site plan for the preliminary subdivision. He also pointed out that this item was recently approved by the City's Planning and Zoning Board.

Councilmember Koss asked for clarification regarding a few of the recommended conditions put forward by staff and the consultant.

There being no further questions from Council, Mayor Blake invited the applicant to give his presentation.

Kendall Moore, 895 Barton Blvd., Suite B, Rockledge, shared a presentation[2] on behalf of Mountain Cove Homes. He explained that they have been working on this project for quite some time and reviewed the history of the property as well.

He showed the neighborhood layout and plan details, noting that they are planning to construct three hundred and fifty (350) units in four phases within a four-to-five-year timeframe. He also shared the architectural elevations that will be offered.

Councilmember Barringer complimented Mr. Moore and his group on the presentation and their work on this project. He added that he feels this process has been well communicated, well planned and well executed.

[1] Exhibit A: Lakes at Cocoa Grove Council Presentation 02/13/2024
[2] Exhibit B: The Hidden Jewel at the City of Cocoa – Lakes at Cocoa Grove

There being no further questions from Council, Mayor Blake opened the hearing to the public.

There being no questions or comments, the public portion of the hearing was closed.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the Preliminary Subdivision with the recommended conditions set forth by staff.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. ~~Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (24-76). (Planning Consultant)~~ **POSTPONED TO MARCH 26, 2024 AT COCOA CITY HALL, 65 STONE ST., COCOA AT 6PM.**

VII. Council Business:

VIII. City Business:

1. Provide direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s). (24-49). (Public Works Director)

Ms. Morgan explained that at the September 26, 2023, City Council Meeting the City Council directed staff to conduct further research on how other municipalities implemented golf cart operations in their city.

The overall objective of the Cocoa Golf Cart Study is to evaluate the roadways within the City of Cocoa to determine the feasibility of and limits of the paved roadways that are suitable for golf cart use. The study will focus on the following areas of the City:

- Cocoa Village
- Cocoa North
- Indian River Drive
- Diamond Square

The study will also evaluate the suitability for golf cart crossing at three intersections with state roads, to be determined in conjunction with the City. The

cost for this effort is $34,900. Staff is requesting direction whether to proceed with the Kimley-Horn Golf Cart Study Task Order as well as funding source(s).

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to proceed with the Kimley-Horn Golf Cart Study Task Order with discussion.**

Councilmember Goins added that while he is in favor of allowing the golf carts, he is not in favor of spending the money on the study. He shared that he understands the need for the study, however he feels the money could be better spent on other areas or projects in the City.

In response to a question posed by Councilmember Barringer, Assistant City Attorney Eick expounded on comments made by City Manager Whitten and clarified that staff is required to find safe areas in the city to allow the golf carts to be based on several different factors, including traffic.

City Manager Whitten reiterated that the purpose of the study is to make certain findings based on certain criteria in specific areas of the City, including Cocoa Village, Cocoa North, Indian River Drive and Diamond Square. Council will then have to decide on whether or not they want to allow it in these areas based on the findings of the study.

Further discussion was held on extending the study city-wide. City Manager Whitten pointed out that if the Council wished to extend the study, then it would incur additional costs.

Mayor Blake pointed out that if Council would like to consider a city-wide study and would like to get more information on what that cost would be, they could consider tabling the item to allow the City Manager some time to get that information.

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to table the item to allow the City Manager time to gather information on the cost of a city-wide study.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. City Council direction regarding acceptance of the Lee Wenner Park Pier. (24-077). (City Manager)

City Manager Whitten shared that at a workshop of the City Council the Council directed the City Manager to approach the County expressing the Council’s desire

to acquire the Pier. On December 19, 2023, the Board of County Commissioners directed the County Manager to offer conveyance of the Pier to the City. On approximately January 17, 2024, a letter was received from the County notifying the City of the Board of County Commissioners' action offering to convey the Pier.

City Manager Whitten shared information regarding the condition or the Pier and noted that the costs to repair or replace the Pier are pertinent to the Council's discussion as to whether or not to accept the conveyance[3].

Discussion was held in regard to liability and any grants that may or may not be available at this time to help refurbish the Pier.

Councilmember Barringer asked if the City were to raise the money to refurbish the Pier, would it be an option to pay the County to fix it rather than complete a transaction to transfer ownership. In response, Assistant City Attorney Eick explained that the City has entered into Interlocal Agreements before and as long as it is for a municipal purpose and the terms are negotiated appropriately, this could be an option.

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to deny conveyance of the Lee Wenner Park Pier for discussion.**

Deputy Mayor Hearn pointed out that Council has the opportunity to take ownership of the Pier, and while the City may not have the funds to fix it right now, they would have the power to possibly remove it at this point and begin plans to rebuild it.

Councilmember Goins shared that he would like to expound on his motion as follows:

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss to deny conveyance of the Lee Wenner Park Pier at this time but allow the City Manager to propose ownership in the future and ask the County if they would be willing to cooperate with the City to seek grants to repair and refurbish the Pier.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

[3] Mayor Blake left the room at 7:36pm & returned at 7:40pm

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Bi-Weekly Report Covering January 19 – February 8, 2024. (24-079). (City Manager)

X. Reports:

Ms. Senger shared a video from Channel 9 News announcing the groundbreaking of the drainage project at Fiske Blvd. and Broadmoor Acres.

Ms. Ennis announced that the Utilities Department is switching treatment methods to ensure the cleanliness of the water starting on February 24th and notices have been sent out in the mail. This will also be posted on the City's website and the treatment will end on March 23, 2024.

Ms. Gemmati announced the promotion of Monica Arsenault, previously the Assistant City Clerk, to the fulfill the role of the City Clerk.

Councilmember Goins shared photos from several events he recently attended, including the Economic Development Annual Social event and the Brewer's Bash in Cocoa Village.

He shared two Home Buyer Workshop events taking place on Saturday, March 16, 2024. One will be from 10:30am-12:30pm at the R.E.A.L. Church and the other will be from 11am to 2pm at Oil of Joy Ministries.

Councilmember Barringer shared information regarding the 2022-23 Cambridge Elementary Magnet School Report Card. The school is currently rated a C and has been identified for support. Two other schools in the City, including Saturn Elementary, are rated as D schools.

With the influx of residents to Cocoa, he wants to make sure the City considers the current residents and allow them the opportunities they deserve as well. He does not feel this is acceptable and he has several concerns.

He has had a conversation with the Superintendent about how to address these issues and would like to ask Council to entertain the idea of a conversation or a presentation from the School Board to see what the plan is for our community.

Councilmember Koss provided a District 4 update. She shared several upcoming events including the Scholarship Gala honoring previous Mayor Jake Williams and Unity in the Community which will take place at Provost Park.

She also talked about the Florida's Space Coast branding and the meaning behind the colors and logo.

Mayor Blake shared several photos from recent events he attended.

Deputy Mayor Hearn talked about his travel to Tallahassee for the Florida League of Cities' Legislative Action Days. He shared that discussions were held regarding the J&K Project and the Dr. Joe Lee Smith Center. Both of these projects are in the House for consideration of funding and further updates will be shared in time.

City Manager Whitten shared that the City's HR Manager, Lorne Stinnett, received a recent designation for Certified Labor Relations. Additionally, the City's Administrative Service's Director, Tammy Gemmati, received the President's Award at her latest conference.

XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Mayor Blake, to adjourn the Regular meeting of February 13, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:37 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Exhibit A

Inspire
PLACEMAKING COLLECTIVE

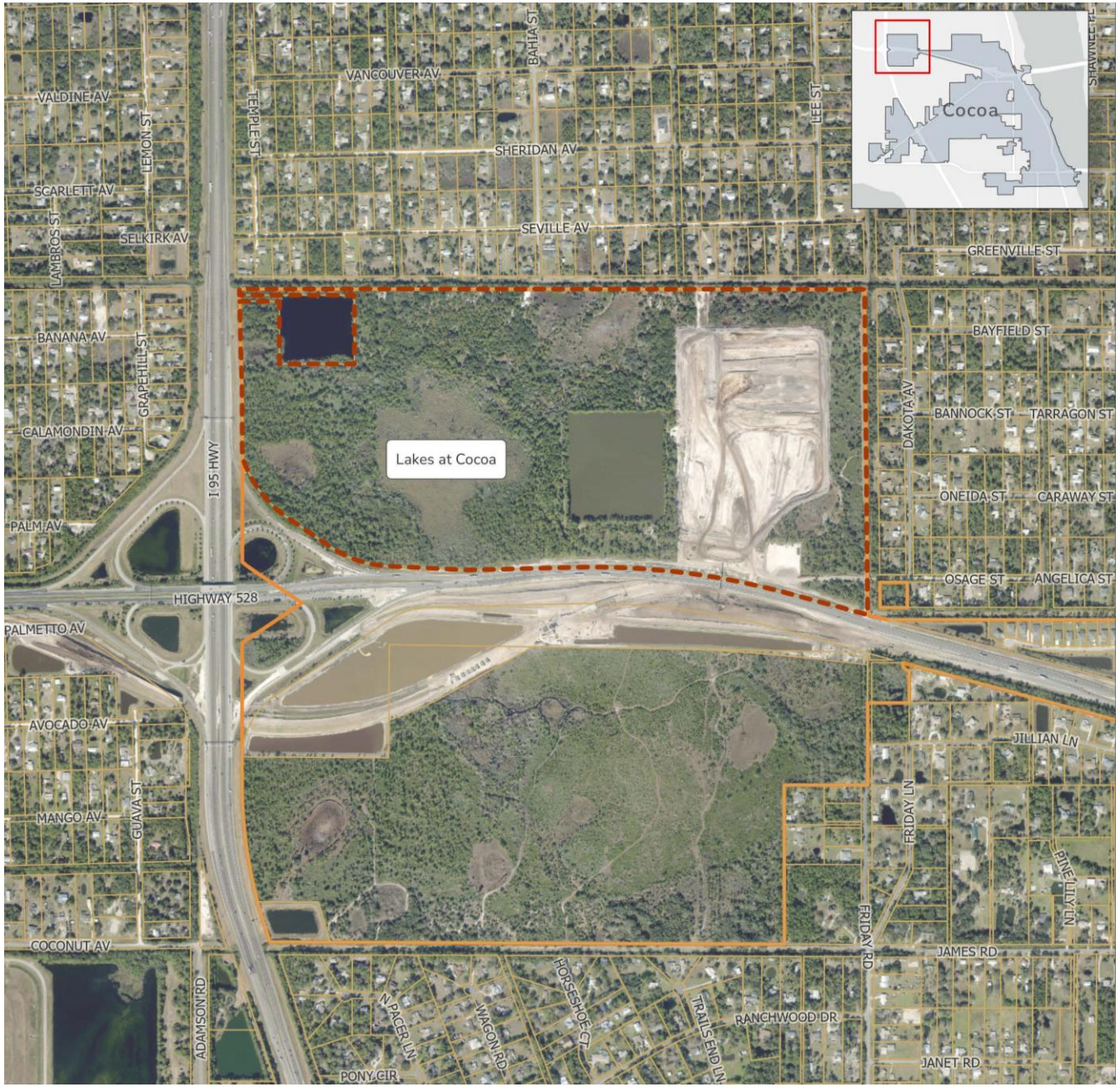
Lakes at Cocoa Grove – Preliminary Plat / Large-Scale Site Plan

City of Cocoa City Council Meeting

February 13, 2024

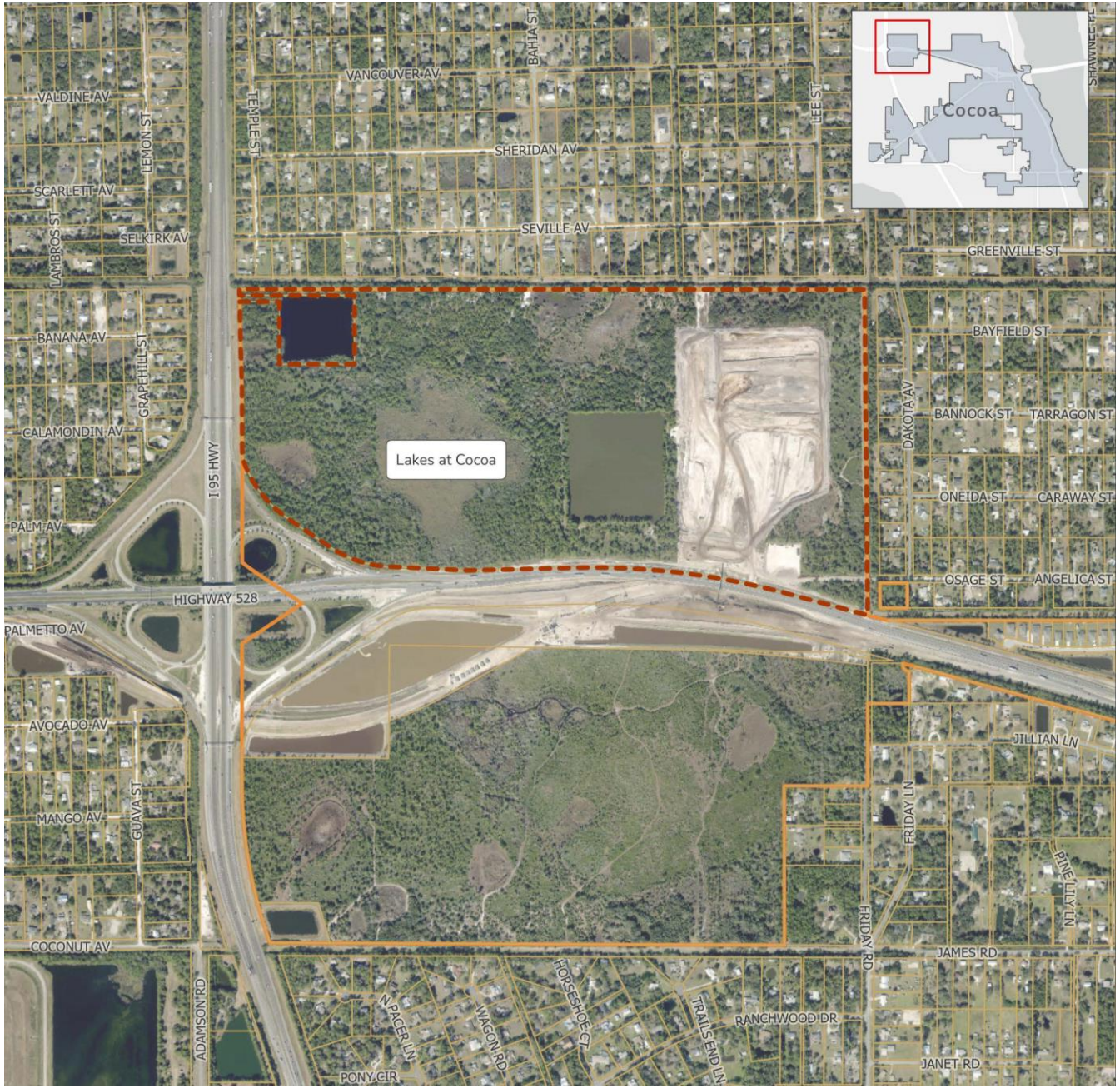
Agenda

- Location
- Existing Conditions
- Request
- History
- Findings
- Recommendation



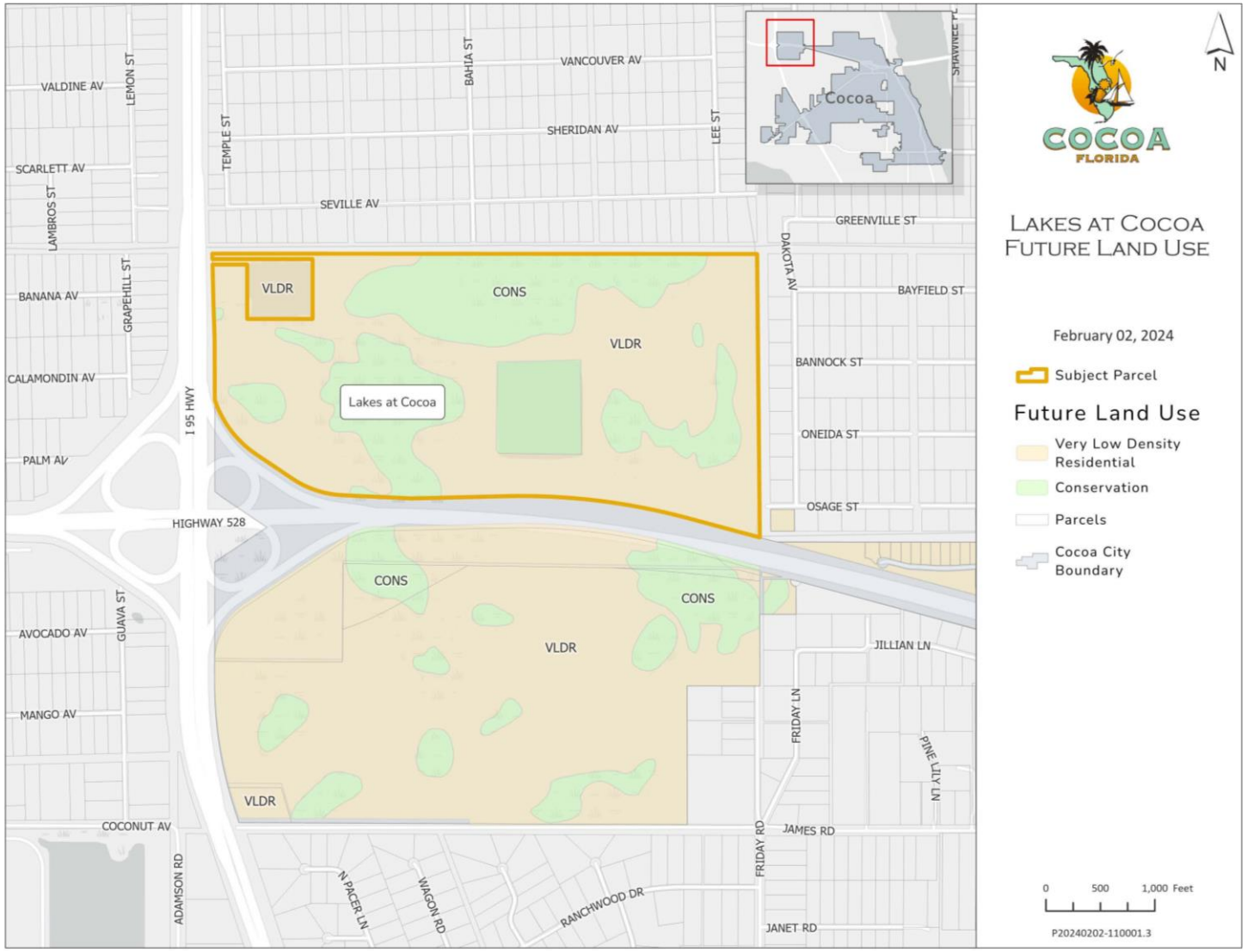
Location

- North of State Road 528 Beachline Expressway
- East of Interstate 95
- 246.4 acres



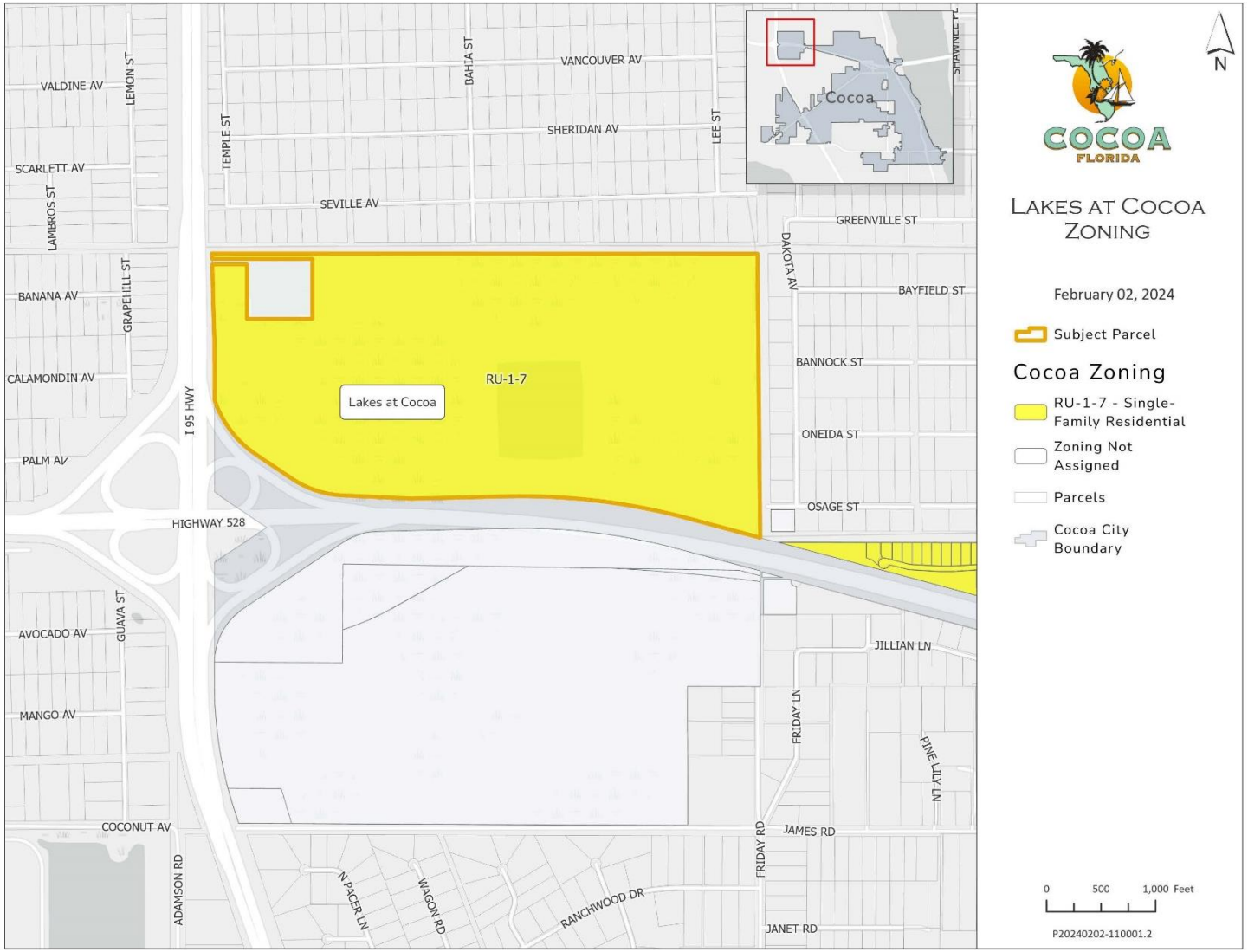
Existing Conditions

- FLUM: Very Low Density Residential / Conservation Overlay
- Allows consideration of up to 4 DU / acre



Existing Conditions

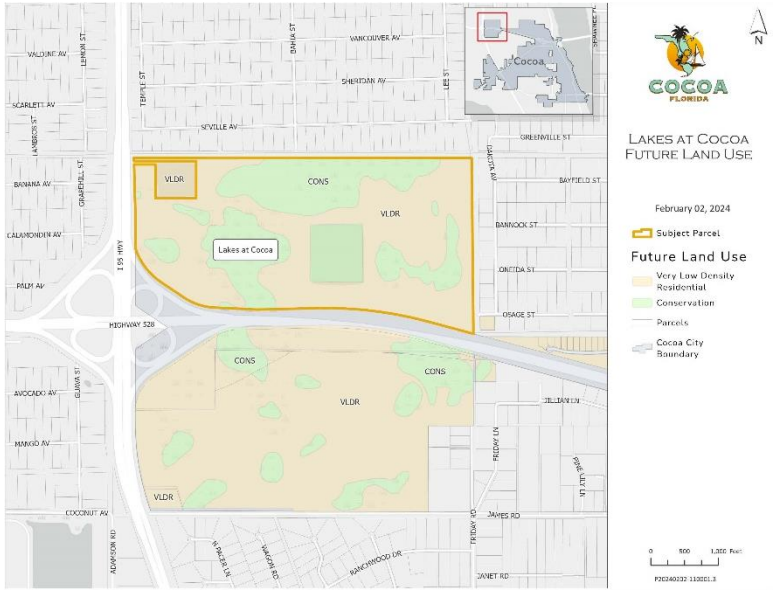
- Zoning: RU-1-7 (Single-Family Residential District)



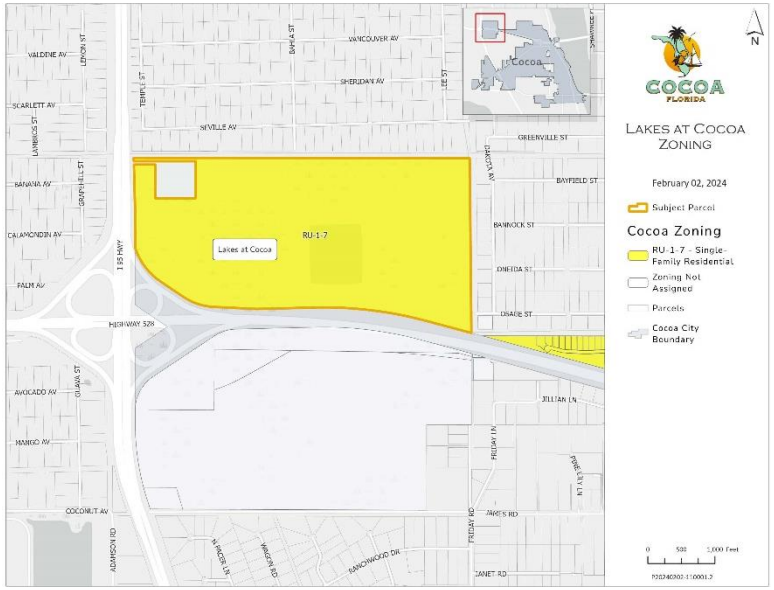
Existing Conditions

Overview of Surrounding Area:			
	Future Land Use Designations	Zoning Districts	Land Uses
North	RES 1:2.5 (Brevard County)	AU-Agricultural Residential (Brevard County)	Single-Family Residential
South	Very Low Density Residential / Conservation (City)	PUD-Windward Preserve Planned Unit Development (City)	State Road 528/ Vacant Land (south of SR 528)
East	RES 1:2.5 (Brevard County)	GU-General Use (Brevard County)	Single-Family Residential
West	RES 1:2.5 (Brevard County)	AU-Agricultural Residential (Brevard County)	Interstate 95 / Single-Family Residential (West of I-95)

Future Land Use Map

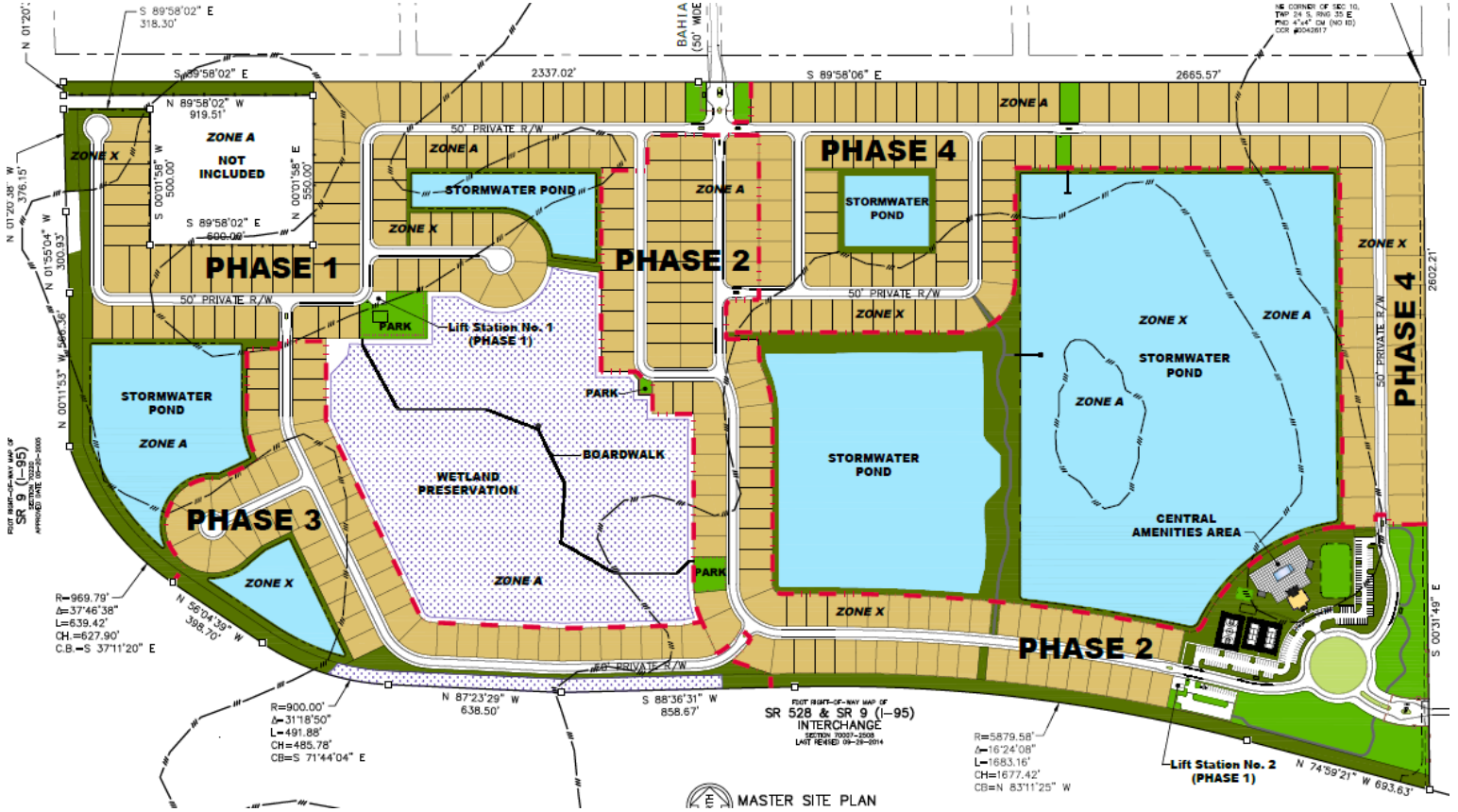


Zoning Map



Request

- Large Scale Site Plan
- Preliminary Subdivision



Request

- Development Program consisting of 350 single family units with amenities split into four phases:
  - Phase 1: 81 homes, small park, north access
  - Phase 2: 103 homes, amenity center, small park, east access
  - Phase 3: 53 homes
  - Phase 4:113 homes



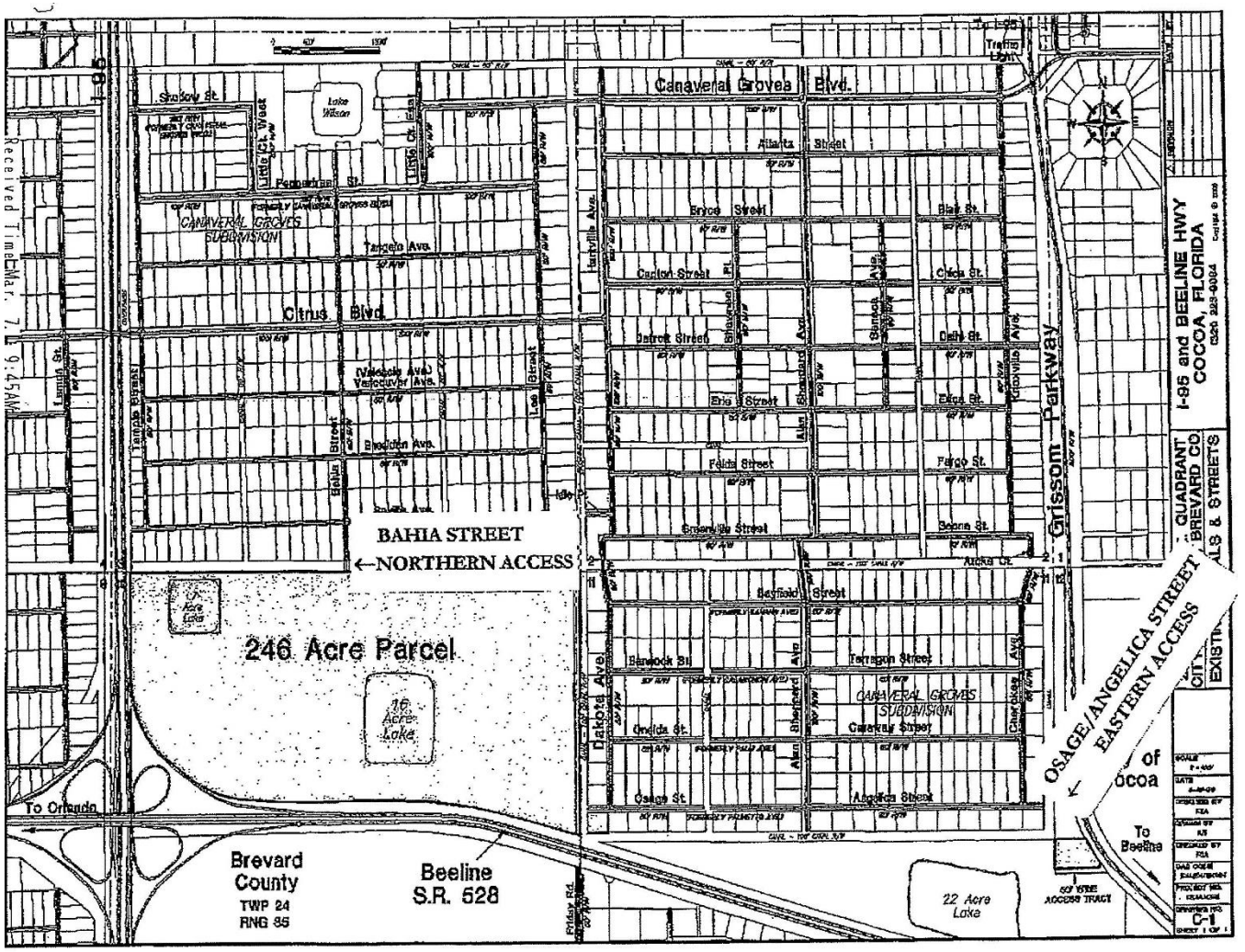
History

- **2004** - Project originally annexed into the City of Cocoa, Ordinance 31-2004
- **2004** - Brevard County filed a Writ of Certiorari to challenge the annexation
- **2008 -** The County and City entered into a Stipulated Settlement Agreement which contained provisions related to density, buffering, access
- **2019** - The City and Virgin Trains USA Florida, LLC entered into a Settlement Implementation Agreement to further outline the responsibilities of the City and the developer as it relates to the development of the property
- **2021** - Brightline Trains Florida LLC (f.k.a. Virgin Trains USA Florida, LLC) conveyed the property to the current owner, Mountain Cove Homes at Lakes at Cocoa Grove LLC
- **2023** - The City approved an amendment to the Settlement Implementation Agreement which allowed for 350 dwelling units

History

2008 Stipulated Settlement Agreement:

- Gross density to be approximately 2.03 dwelling units per acre
- Maximum of 500 dwelling units
- Two access points
- Minimum lot size of 70’ by 140’ adjacent to the eastern boundary of the property

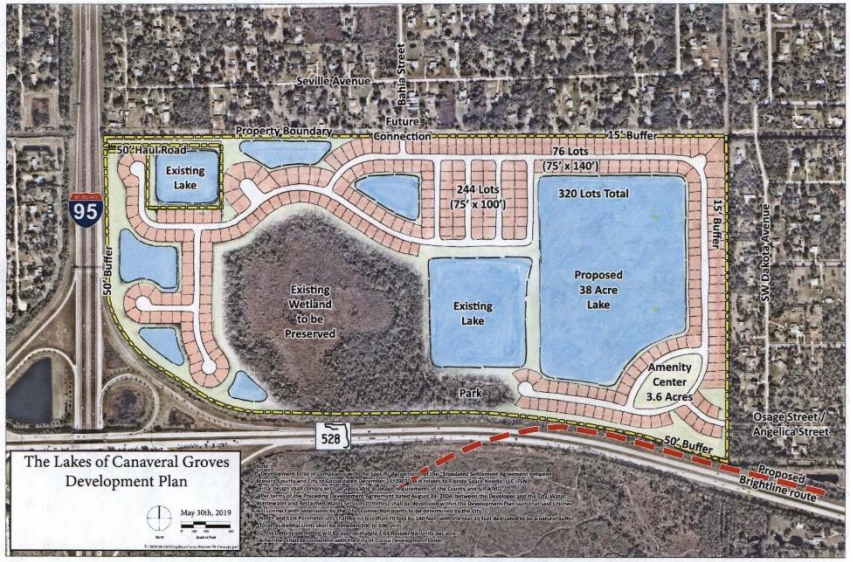


History

2019 Settlement Implementation Agreement:

- Approximately 320 dwelling units
- Minimum home size of 1,500 square feet (under heat / air)
- 38-acre amenity lake
- Zoning designation of RU-1-7
- Provision of private recreation space consisting of walking trail, amenity center, smaller parks throughout the community, multi-use sports field and multipurpose courts
  - Specific requirements were provided for the amenity center and small park areas
- Streetscape requirements
- Entrance feature requirements

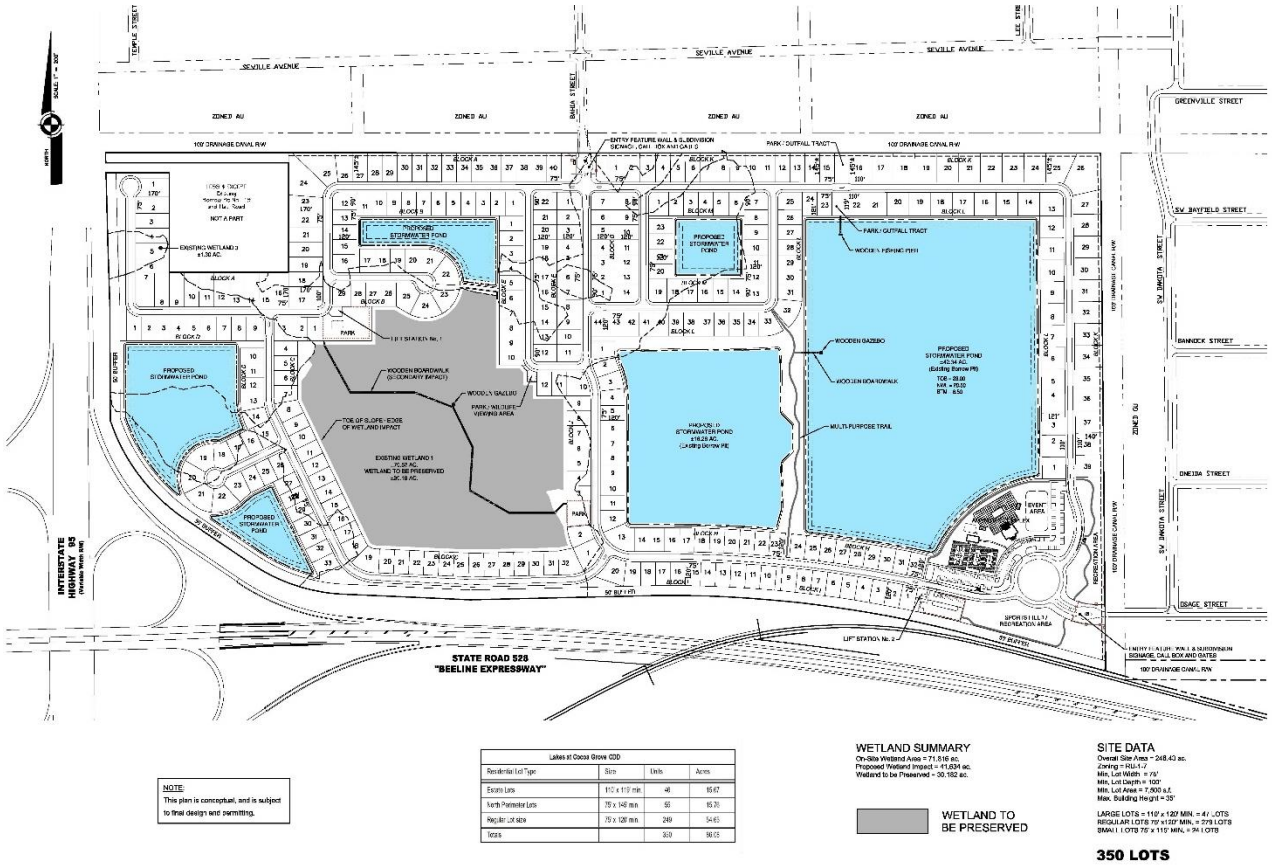




History

2023/2024 Settlement Implementation Agreement:

- Allows for stormwater harvesting in lieu of the use of reclaimed water
- Development shall be a maximum of four phases consisting of 350 total units
- Tree mitigation deferral



Findings

- Layout is consistent with the layout previously approved by the City in the 2023 Amended Settlement Implementation Agreement
- Unit count (350) is less than approved in the 2008 Stipulated Settlement Agreement (500) and is consistent with the 2023 Settlement Implementation Agreement (350)
- Amenities consistent with those required by prior agreements

2023 Settlement Implementation Agreement Plan:



Proposed Site Plan:



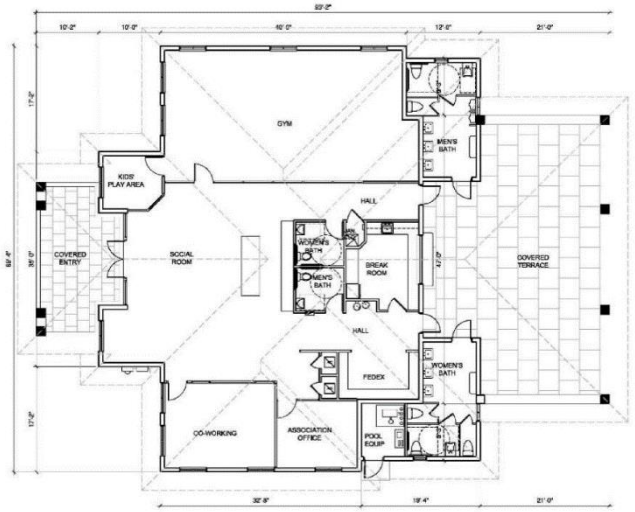
Findings

- Amenities consistent with prior agreements:
  - Clubhouse / pool
  - Tot lot
  - Mini parks
  - Trail network
  - Stone, brick paver, or stamped concrete driveways
  - Underground utilities
  - Energy efficient materials

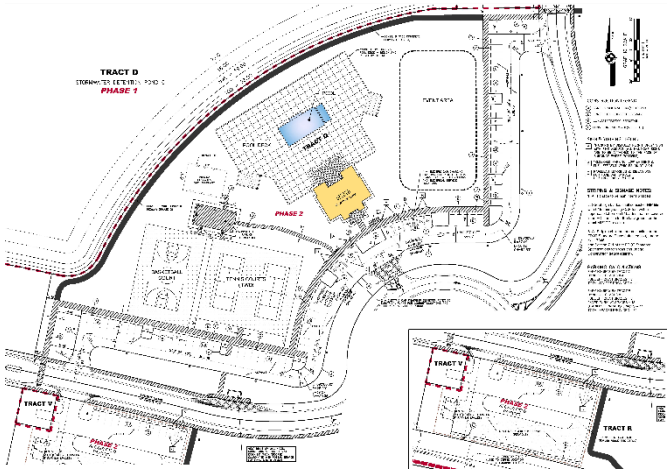
Clubhouse Elevation:



Clubhouse Floor Plan:



Amenity Tract:



Proposed Park Equipment:



Recommendation

Staff is recommending approval of the large-scale site plan and preliminary subdivision, subject to the following conditions:

1. The project shall comply with the Preliminary Subdivision and Large Scale Site Plan for the Lakes at Cocoa Grove Subdivision.

2. The P&Z approval of the Large Scale Site Plan shall be conditional upon the City Council's approval of the Preliminary Plat.

3. The applicant shall address all remaining comments provided under Exhibit A and Exhibit B.

4. All amenities in a designated phase must be completed before any Certificate of Occupancy in the following phase will be issued.

5. The traffic signal at the intersection of Osage / Angelica Streets and Grissom Parkway shall be installed prior to the issuance of any Certificates of Occupancy for residential units within Phase 3.

Recommendation

Conditions (continued)

6. The clubhouse facility shall be an enclosed structure under heat and air.

7. Residential driveways shall be constructed of stone or brick pavers, or stamped and stained concrete.

8. All utilities constructed on the property including, but not limited to, electric, water, sewer, reclaimed water, cable, phone, fiber optics, natural gas, and other similar kinds of utilities to service the property constructed underground unless otherwise necessary to be above ground and approved by the City.

9. The project shall incorporate the use of energy efficient lighting systems, insulation, ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and the ability for roof top solar panels.

10. Single-family living area shall be a minimum of 1,500 square feet, with an average of 1,800 square feet.

Recommendation

Conditions (continued)

11. The same architectural elevation shall not be built on a lot that is adjacent to or directly across the street, including one home to either side, diagonal, or the house directly across the street.

12. The developer shall comply with tree protection and preservation requirements found within Sec. 22 of the City of Cocoa Code, as may be amended, and the Tree Mitigation Contribution Deferral requirements within the Amended and Restated Settlement Implementation Agreement.

13. The developer shall comply and address all comments by the City Surveyor prior to submittal of any application for final plat approval.

14. The applicant shall provide notice to the City to include ownership and maintenance obligations for the common areas and infrastructure within the community between the HOA and CDD.

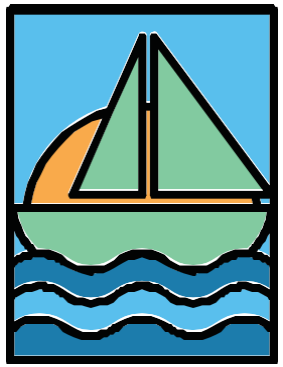
15. Prior to issuance of residential building permits, the applicant shall provide documentation from Brevard Public Schools showing that capacity is available to serve the project.

Exhibit B

New Community Coming Soon!

The Hidden Jewel at the City of Cocoa

LAKES AT



COCOA GROVE

MountainCove HOMES

LAKES AT

COCOA GROVE



- Neighborhood Layout
- Open Space & Recreation
- Streetscape
- Architectural Elevations
- Traffic Analysis
- Drainage Analysis
- School Analysis
- Q & A



PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Neighborhood Layout & Plan Details

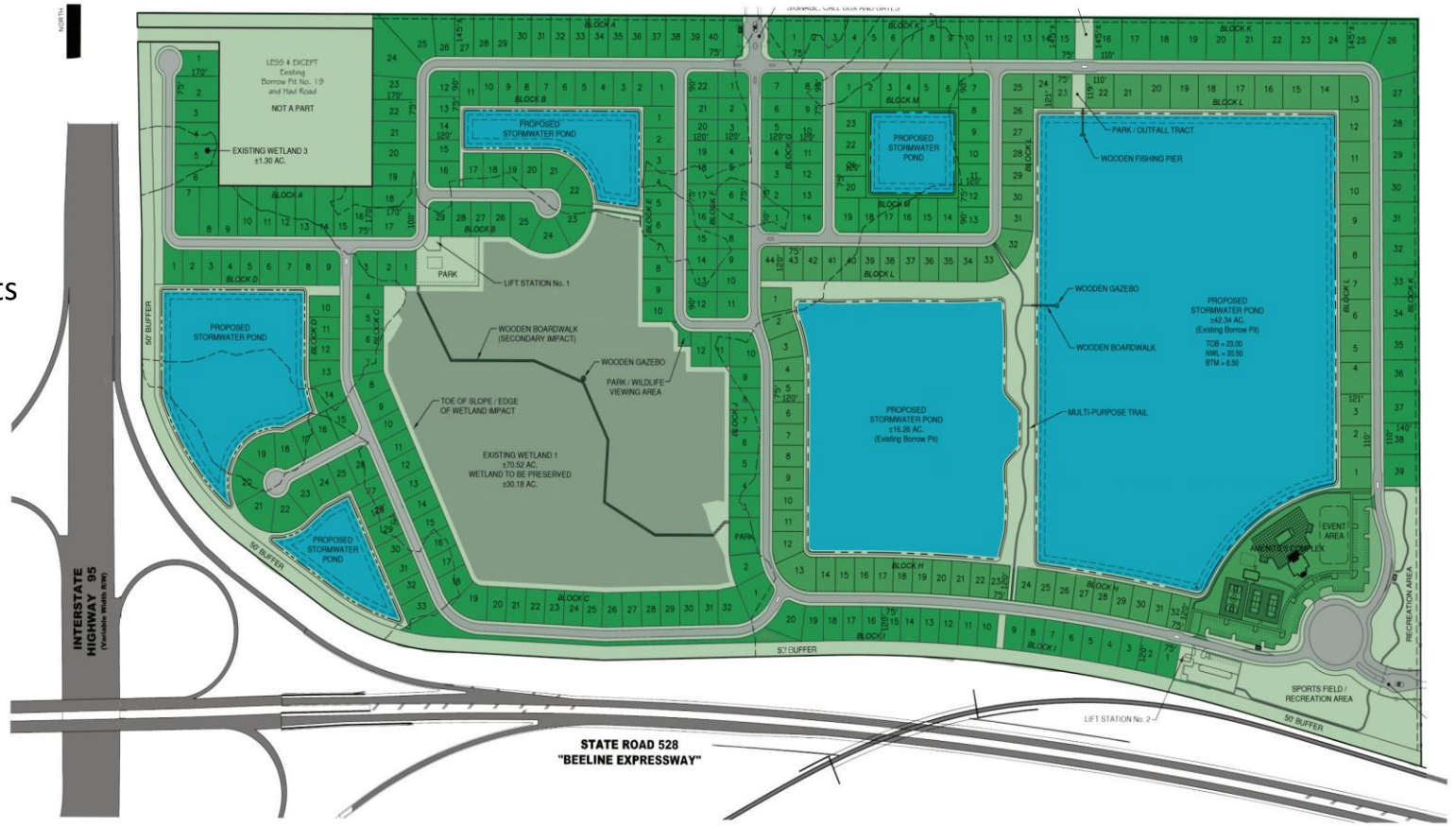
- 350 Units constructed in 4 phases within a timeframe of 4 to 5 years

- The gross density of the community is well below the maximum of 500 total residential units allowed by the SIA and the comprehensive plan.

- Approximately 70% of the community consists of premium lakefront lots.

- Site Data
  - Overall Site Area = 246.43 Ac.
  - Proposed for development = 215.58 Ac.
  - Zoning = RU-1-7
  - 3 Lot Sizes:
    - ✓ Large lots = 110’ x 120’ min = 47
    - ✓ Regular lots = 75 x 120’ min = 279
    - ✓ Small lots = 75’ x 115’ min = 24 lots
  - Min. Lot Area = 7500 sf
  - Max. Building Height = 35’

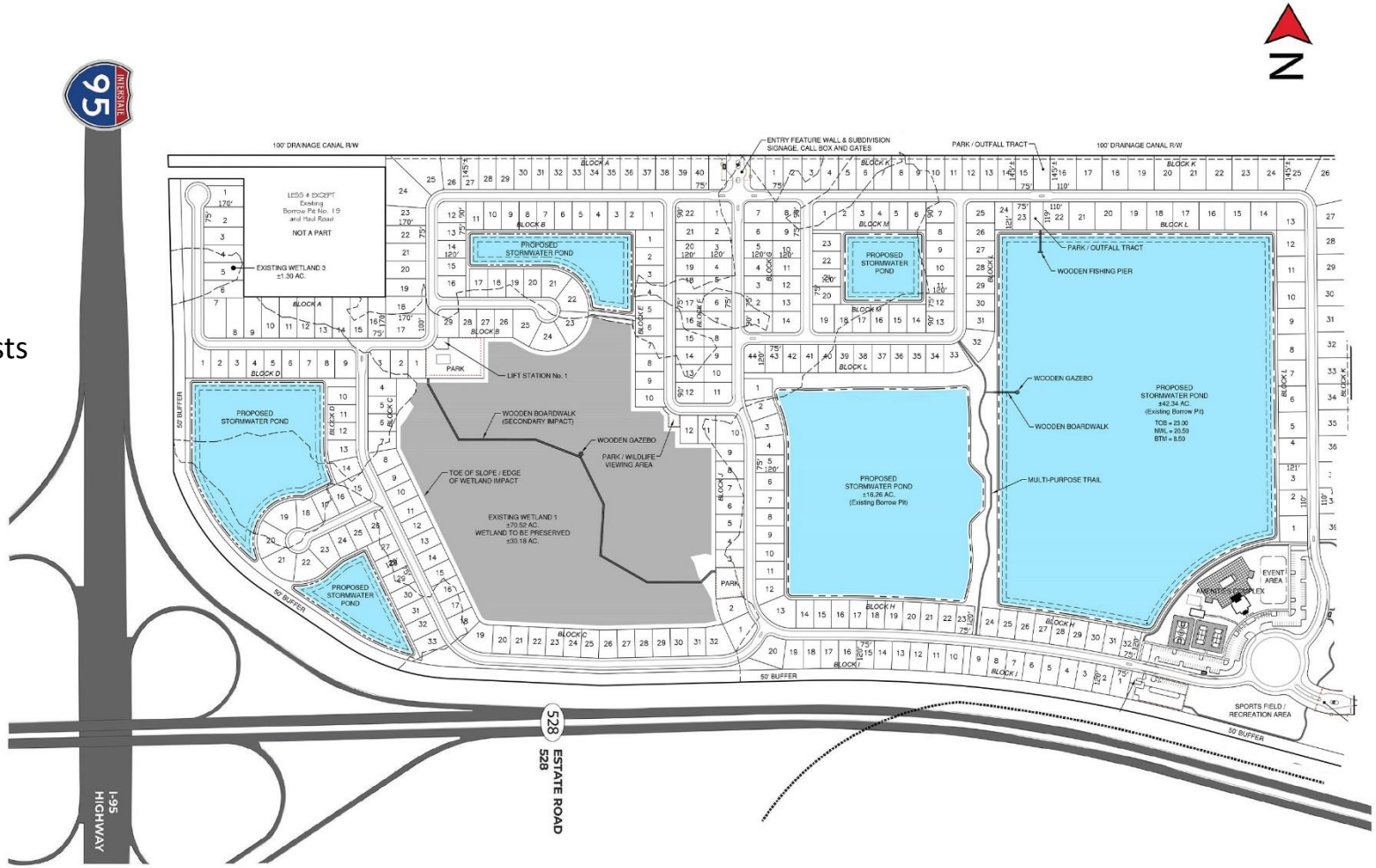
- Wetland Summary
  - Offsite wetland area = 71.816 Ac.
  - Proposed wetland impact = 41.634 Ac.
  - Wetland to be preserved = 30.85 Ac.



PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Neighborhood Layout & Plan Details

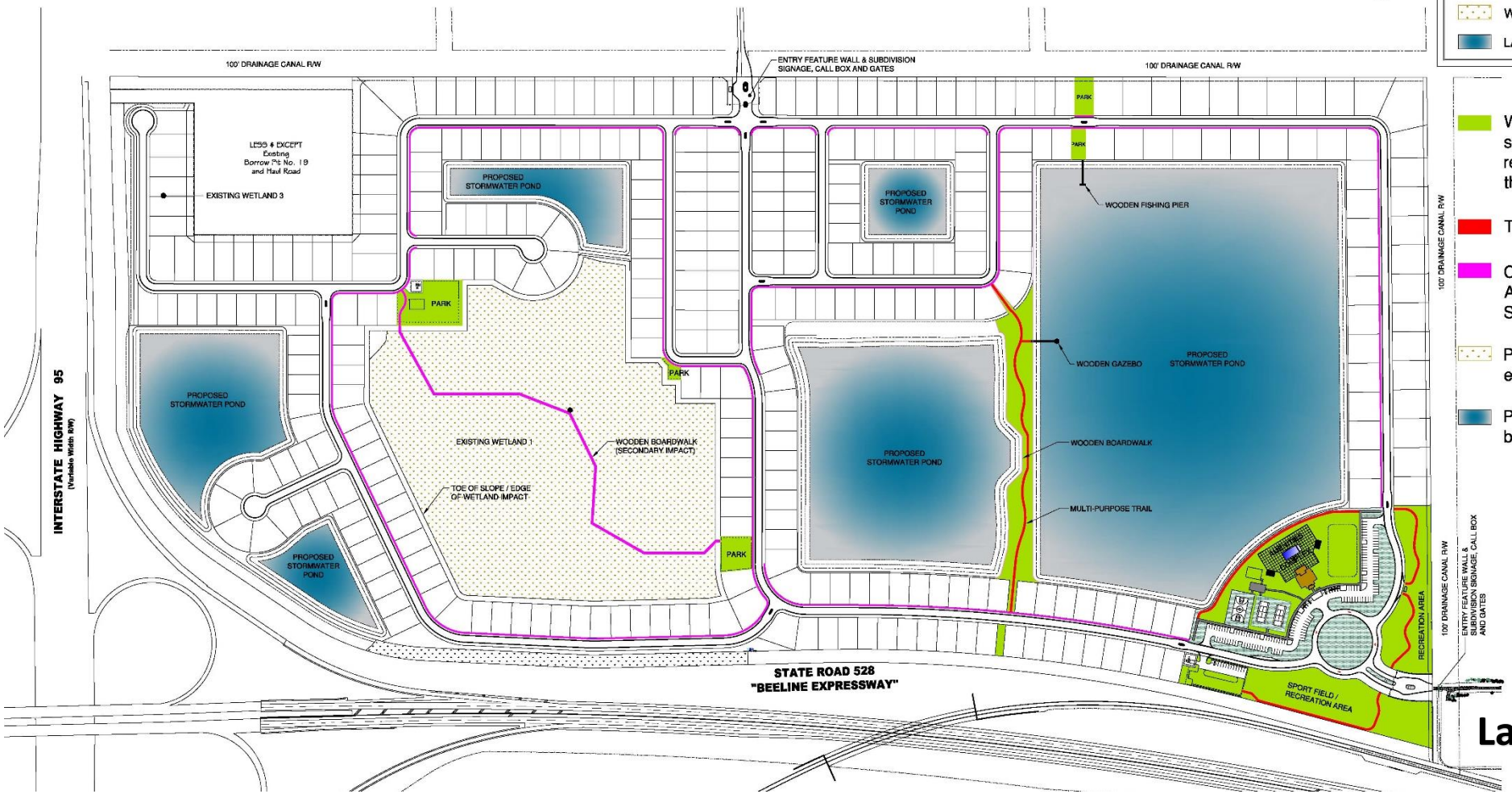
- 350 Units constructed in 4 phases within a timeframe of 4 to 5 years
- The gross density of the community is well below the maximum of 500 total residential units allowed by the SIA and the comprehensive plan.
- Approximately 70% of the community consists of premium lakefront lots.
- Site Data
  - Overall Site Area = 246.43Ac.
  - Proposed for development = 215.58 Ac.
  - Zoning = RU-1-7
  - 3 lot Sizes:
    - ✓ Large lots = 110’ x 120’ min = 47
    - ✓ Regular lots = 75 x 120’ min = 279
    - ✓ Small lots = 75’ x 115’ min = 24 lots
  - Min. Lot Area = 7500 sf
  - Max. Building Height = 35’
- Wetland Summary
  - Offsite wetland area = 71.816 Ac.
  - Proposed wetland Impact = 41.634 Ac.
  - Wetland to be preserved = 30.85 Ac.



PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Open Space & Recreation

RECREATION AREA CALCULATIONS	
TRACT	Area / Length
OPEN SPACE AND RECREATION TRACT	12.88 ac
WALKING TRAIL	3,475.00 lf
PEDESTRIAN WAY & WOODEN BOARDWALK TO CONNECT PARKS	16,101.00 lf
WETLAND PRESERVE	30.85 ac
LAKES	77.35 ac



We are proposing a 12.88 ac of recreational spaces within the project providing sufficient recreational spaces and parks to support the project as per the city LOS standard.

To be ADA compliance.

Connected Multipurpose Trail System. As per the Amended and Restated Settlement Implementation Agreement.

Preserving Wetlands to protect the environment

Providing approximately 77.35 acres of beautiful and open waterfront.

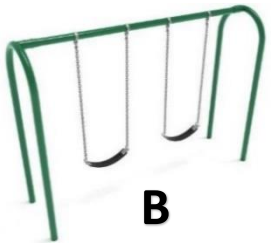
Lakes at Cocoa Grove

PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Open Space & Recreation

Amenity Center consists of:

- 5,137 sf Clubhouse, with gym, prep kitchen, and bathrooms.
- Swimming Pool and deck
- Two Tennis Courts
- One Basketball Court
- Tot lot with Canopy Cover
- Open Space for Lawn Events
- Parking



B



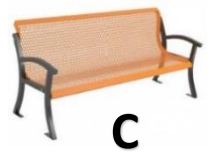
A



H



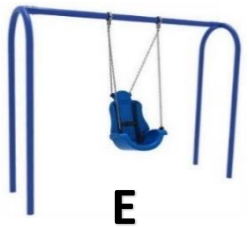
I



C



D



E



F



G

Legends

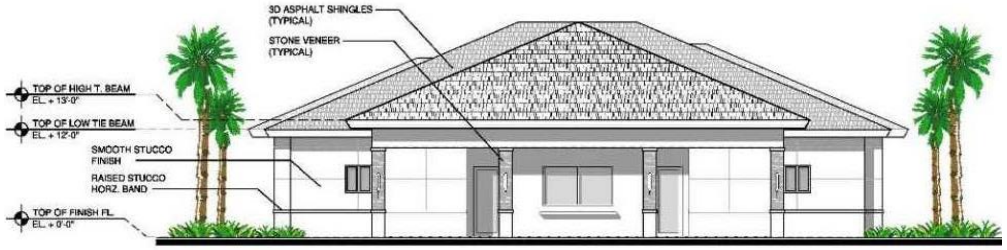
- **A.** Playground Equipment
- **B.** Swing Set
- **C.** Bench
- **D.** Canopy Cover
- **E.** Handicap swing set
- **F.** Trash Container
- **G.** Outdoor BBQ
- **H.** Picnic Table
- **I.** Solar Bollard Lighting

PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Open Space & Recreation

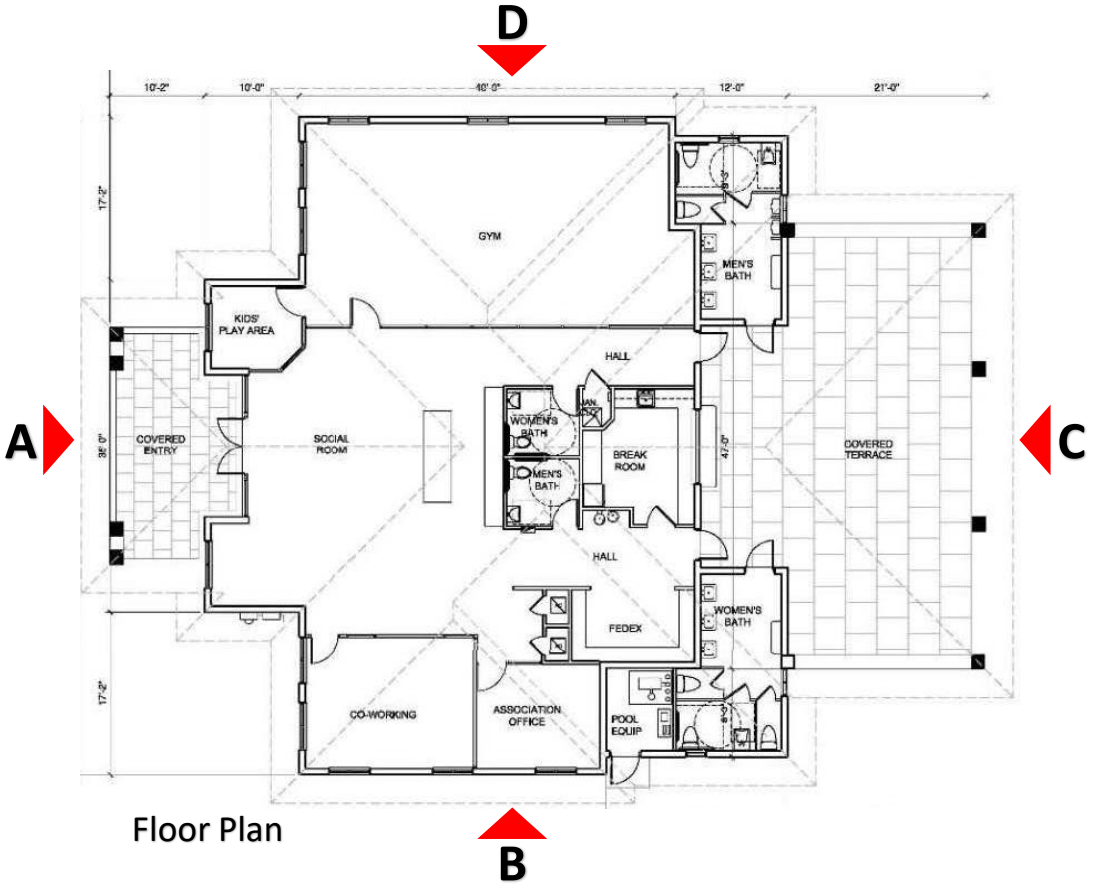


A – Front Elevation

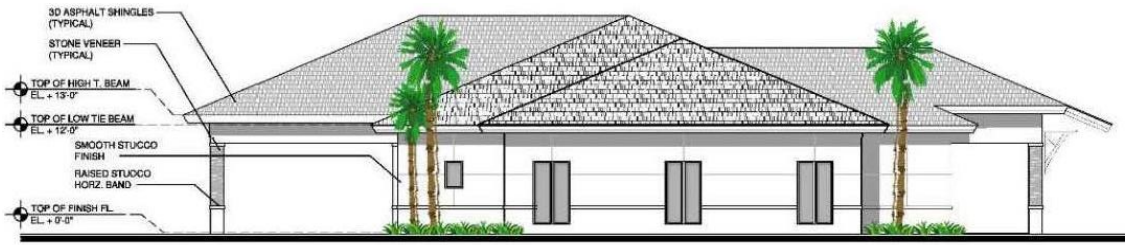


C – Rear Elevation

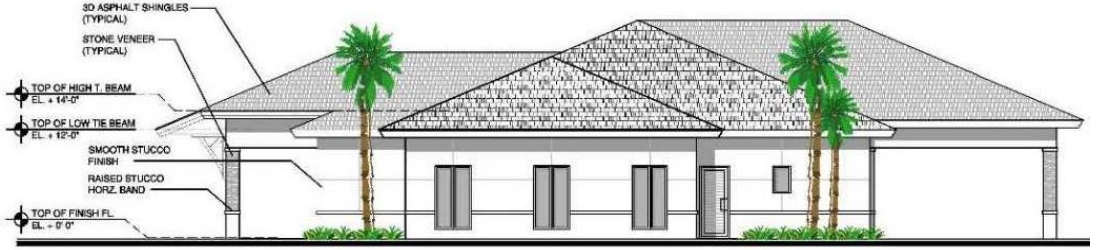
CLUBHOUSE



Floor Plan



D – Left Elevation



B – Right

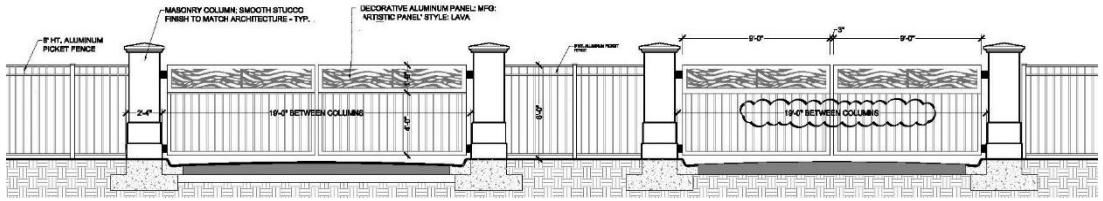
PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Streetscape

- One (1) canopy tree for every 100 sf. average linear feet along internal streets.
- 5-foot sidewalks on both sides of the street.
- Monotony conditions to prevent the same house elevation from being built adjacent to, across the street, or diagonal from the same house.
- Street lighting with decorative fixtures and poles along internal streets, amenity parking, and at both entrances.
- Solar bollard lighting along the multi-purpose trails.
- Entry gates with access control at east and north entrances.
- Decorative entry feature with lighting at the north and east entrances.



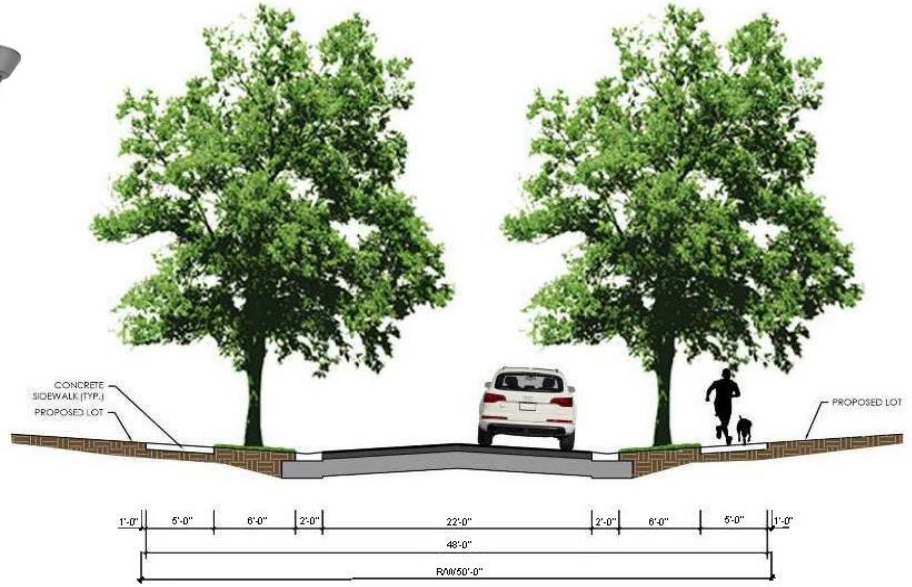
ENTRY MONUMENT SIGN - Elevation



MAIN ENTRY VEHICULAR GATE - Elevation

STREET – Light





STREET – Cross Section

PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Architectural Elevations

American Robin



ELEVATION 1



ELEVATION 2

Brown Pelican



ELEVATION 1



ELEVATION 2

Common Nighthawk



ELEVATION 1



ELEVATION 2

Dark-Eyed Junco



ELEVATION 1



ELEVATION 2

Eastern King Bird



ELEVATION 1



ELEVATION 2

Single Family Gold Series

The same architectural elevation shall not be built on a lot that is adjacent to or directly across from the street, or diagonal lot.

PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Architectural Elevations

Arbor	*Birch*	*Cypress*	*Deerwood*	*CHD - 1*	*CHD - 2*
					
ELEVATION 1	**ELEVATION 1**	**ELEVATION 1**	**ELEVATION 1**	**ELEVATION 1**	**ELEVATION 1**
					
ELEVATION 2	**ELEVATION 2**	**ELEVATION 2**	**ELEVATION 2**	**ELEVATION 2**	**ELEVATION 2**

Estates Homes Platinum Series

Custom Homes Diamond Series

The same architectural elevation shall not be built on a lot that is adjacent to or directly across from the street, or diagonal lot.

PLANS, ARCHITECTURAL DRAWINGS, PICTURES, PHOTOGRAPHS, FEATURES, COLORS, AND ELEVATIONS ARE THE ARTIST'S CONCEPT AND MAY CONTAIN OPTIONS WHICH ARE NOT STANDARD. BUILDER RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO THE PLANS AND SPECIFICATIONS, INCLUDING BUILDING ORIENTATION ON LOT AND REVERSAL. PROVIDED DIMENSIONS AND SQUARE FOOTAGE ARE APPROXIMATE AND SHOULD NOT BE USED AS REPRESENTATION OF THE HOME'S PRECISE OR ACTUAL SIZE. ANY STATEMENT, VERBAL OR WRITTEN, REGARDING "A/C SQUARE FEET", OR "TOTAL AREA SQUARE FEET", OR ANY REPRESENTATION OF THE SQUARE FOOTAGE SIZE OF ANY HOME IS A SHORTHAND DESCRIPTION OF THE MANNER IN WHICH THE SQUARE FOOTAGE WAS ESTIMATED AND SHOULD NOT BE CONSTRUED TO INDICATE SURENESS.

Traffic Analysis

Time Period	Land Use	ITE LUC	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	350	DU	50%	50%	1,647	1,646	3,293
AM Peak Hour					25%	75%	64	190	254
PM Peak Hour					63%	37%	214	125	339

Project Traffic Generated

- 3,293 Daily Trips
- 254 AM Peak Hour Trips
- 339 PM Peak Hour Trips

Recommended improvements based on approved Traffic Impact Study

- Grissom Parkway at Proposed Connector Road: exclusive right-turn lane eastbound on Proposed Connector Road, exclusive right-turn lane southbound on Grissom Parkway, exclusive left-turn lane northbound on Grissom Parkway.
- Grissom Parkway at Proposed Connector Road: install traffic signal.

Impact Fees Generated

Brevard County Transportation Impact Fee is $4,353 per single-family unit.

350 * $4,353 = $1,523,550 generated by project

Intersections & Roadways Analyzed

Roadway Segments:

- Grissom Parkway, between Canaveral Groves Boulevard and Camp Road
- Grissom Parkway, between Industry Road and Canaveral Groves Boulevard
- Canaveral Groves Boulevard from Lee to Grissom Parkway
- Canaveral Groves Boulevard from Grissom Parkway to US-1
- Industry Road from SR 524 to Grissom Parkway

Intersections:

- Grissom Parkway and Canaveral Groves Boulevard
- Grissom Parkway and the Proposed Connector Road/Amazon Access Point 1
- Canaveral Groves Boulevard at Hartville Avenue
- Grissom Parkway at Industry Road
- Citrus Boulevard at Bahia Street

Drainage Analysis

- The existing site discharges into the existing drainage canal located on the north property line, and the proposed Lakes at Cocoa Groves project will do the same. This canal conveys stormwater to the west underneath I-95, thence to the St. Johns River.
- The proposed stormwater treatment system consists of 6 wet detention ponds that will receive stormwater runoff for treatment, from a system of stormwater collection inlets and piping. A stormwater harvesting/irrigation system will be incorporated into the project, which will re-use stormwater from the detention ponds, for the project irrigation.
- Portions of the site are located within FEMA Flood Zone A with no base flood elevation (BFE) determined. The remainder of the site is located within Zone X, areas determined to be outside the 0.2% annual chance floodplain. A Flood Zone Analysis has been completed and submitted to the City for review to determine compliance with the City's Comprehensive Plan.
- Reviews conducted by SJRWMD (permit issued), City of Cocoa, Brevard County, and FDEP.

Storm Event	**Pre-Development Max Discharge Rate per Permit 158236-1 Node: BOUNDARY (cfs)**	**Post Development Max Discharge Rate (cfs)**
Mean Annual 24-Hour	46.72	42.44 (9% less)
10-Year / 24-Hour	107.02	83.24 (22% less)
25-Year / 24-Hour	153.60	115.84 (25% less)
100-Year / 24-Hour	235.95	155.41 (34% less)

The above table shows that the post-development discharge rates are less than the pre-development rates for each required design storm.

School Analysis

School Capacity Analysis governed by the Interlocal Agreement for Public School Facility Planning & School Concurrency. The project will contribute approximately $1.5M in school impact fees.

Prior to the issuance of the residential building permit, the applicant shall provide documentation to the Brevard Public School showing that the capacity is available to serve the project.

Single - Family Homes: 350			
Students Generated	**Student Generation Rates**	**Calculated Students Generated**	**Rounded Number of Students Generated**
Elementary	0.22	84	84
Middle	0.06	24.5	25
High	0.11	42	42
Total *	**0.39**		**151**

FISH Capacity (including relocatable classrooms) from the Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28

School	2023-24	2024-25	2025-26	2026-27	2027-28
Saturn	998	998	998	998	998
Cocoa	2,097	2,097	2,097	2,097	2,097
Cocoa	2,097	2,097	2,097	2,097	2,097

Total Projected Student Membership (includes Cumulative Impact of Proposed Development)

School	2023-24	2024-25	2025-26	2026-27	2027-28
Saturn	649	717	901	897	912
Cocoa	1,536	1,565	1,544	1,544	1,503
Cocoa	1,536	1,575	1,564	1,569	1,532

Projected Available Capacity = FISH Capacity - Total Projected Student Membership

School	2023-24	2024-25	2025-26	2026-27	2027-28
Saturn	349	281	97	101	86
Cocoa	561	532	553	553	594
Cocoa	561	522	533	528	565

Our preliminary school analysis indicates that, **there is projected to be sufficient capacity at every school level for the proposed Lakes at Cocoa Grove development**

** This table was derived by properly prorating the student generated rates*

Q & A

THE MOUNTAIN COVE HOMES TEAM

Lakes at
cocoa Grove

THANK YOU

4878 SW 74th Court
Miami, Florida 33155
Tel: (786) 458-1805
www.mountaincovehomes.com

Legislation Details (With Text)

File #:	24-109	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/23/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Citizen’s Academy Graduation Ceremony. (Comm. & Economic Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2024
Agenda Date: April 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Samantha Senger, Comm. & Economic Development Director; Stockton Whitten, City Manager
Requested Action:
Citizen’s Academy Graduation Ceremony.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

powered by Legistar™

Legislation Details (With Text)

File #:	24-227	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	4/18/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Proclamation Recognizing Professional Municipal Clerk's Week beginning May 5th, 2024 through May 11th, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Professional Municipal Clerk's Week Proclamation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2024
Agenda Date: April 23, 2024
Prepared By: Abigail Bass, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation Recognizing Professional Municipal Clerk's Week beginning May 5th, 2024 through May 11th, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Proclamation Recognizing Professional Municipal Clerk's Week beginning May 5th, 2024 through May 11th, 2024.

PROCLAMATION

WHEREAS, *The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and*

WHEREAS, *The Office of the Professional Municipal Clerk is the oldest among public servants; and*

WHEREAS, *The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*

WHEREAS, *Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

WHEREAS, *The Professional Municipal Clerk serves as the information center on functions of local government and community; and*

WHEREAS, *Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and*

WHEREAS, *it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby recognize the week of May 5th through May 11th, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Monica Arsenault and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 23rd day of April, 2024.

_____

Mayor

ATTEST:

_____

City Clerk

Legislation Details (With Text)

File #:	24-197	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/8/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	To Approve a Resolution Amending the FY24 Budget, BAF#24-078-T, Transferring Available Chemical Funds for Additional Work Required under Task Order No. 2024-35 Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Computerized Maintenance Management System (CMMS) Support (Task #3) Related to Water Supply and Water Treatment; To Approve Addendum #1 to Jacobs Engineering Task Order No. 2024-35 in the Amount of $73,444. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO#81497 Jacobs Engineering Group Inc.pdf Budget Resolution FY 2024-038 ADA Compliant.pdf BAF 24-078-T-UT- CMMS change with funds from Chemicals (04-23-24) Agenda 24-197.pdf TO-JACOBS 2024-35.1 $73,444.00 - UT-DYAL 4020.pdf CMMS TO 2024-35 Addendum 1_signed.pdf COI Jacobs EXP 07.01.24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2024
Agenda Date: April 23, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Amending the FY24 Budget, BAF#24-078-T, Transferring Available Chemical Funds for Additional Work Required under Task Order No. 2024-35 Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Computerized Maintenance Management System (CMMS) Support (Task #3) Related to Water Supply and Water Treatment; To Approve Addendum #1 to Jacobs Engineering Task Order No. 2024-35 in the Amount of $73,444.

BACKGROUND:

Task Order No. 2024-35 was previously approved by Council for various engineering support tasks for the Dyal Plant with three areas of support. Task #1 provides program management/administration, design management, and construction project support services. Task #2 provides services for the Supervisory Control and Data Acquisition (SCADA) support services. Task #3 provides services for the Computerized Maintenance Management System (CMMS) support services, which covers asset

inventory, database management, inventory management, and work management. Staff has determined that additional funding is necessary to assist in the inventory of maintenance assets and the entry of maintenance information in to the current data base. The CMMS system under development will assist staff in the organized execution of regular maintenance of the many components and sub-components located within the water plant. Based on the additional CMMS work estimated to be completed this fiscal year under Task #3, additional funding in the amount of $73,444 is requested and a budget transfer is required. The requested funding will be transferred from Account 421-4020-536.52-09 Chemicals Budget.

Staff is requesting City Council approval to transfer available operating funds in the amount of $73,444 to complete the additional scope of work under Task #3 outlined in Task Order #2024-35, Addendum #1 for the remainder of FY24.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes, BAF#24-078-T

From:

Amount Requested	($73,444)
Account Number	421-4020-536.52-09
Account Name	Chemicals

To:

Amount Requested	$73,444.00
Account Number	421-4020-536.31-03
Account Name	Engineering Services

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

Change Order Amount	$73,444.00
Original Purchase Order	81497
Original P.O. Amount	$434,676.00

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date	0
Total amount in change orders to date	$0.00

Revised PO Amount	$508,120.00

PREVIOUS ACTION:

To Approve Task Order No. 2024-35 to Jacobs Engineering Group, Inc. to Provide Program Management/Administration, Design Management and Construction Project Support Services for Operating Revenue funded Cocoa Utilities Capital Improvement Plan Program Projects related to Water Supply and Water Treatment; Pending Approval of the FY 2024 Budget

RECOMMENDED MOTION:

To Approve a Resolution Amending the FY24 Budget, BAF#24-078-T, Transferring Available Chemical Funds for Additional Work Required under Task Order No. 2024-35 Addendum #1 for Jacobs Engineering, Inc. to Provide Additional Task Order Support Services for Computerized Maintenance Management System (CMMS) Support (Task #3) Related to Water Supply and Water Treatment; To Approve Addendum #1 to Jacobs Engineering Task Order No. 2024-35 in the Amount of $73,444.00.

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081497

P.O. Date : 10/09/2023

VENDOR PHONE : (407)903-5194
VENDOR NUMBER : 10612
VENDOR ADDRESS : JACOBS ENGINEERING GROUP INC.
200 S ORANGE AVENUE
SUITE 900
ORLANDO, FL 32801

SHIP TO : DYAL WATER PLANT
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS, FL 32709

Above P.O. # MUST Appear on ALL Invoices, Packing Slip and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/23/2024	0000047171	10/04/2023	KCOMBS/JM/4020	
FOB	**ACCOUNT NUMBER**		**PROJECT #**	**BUYER**
	42140205363103			CHRISTINE SAVAGE

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	169,404.00 SUM	TASK ORDER 2024-35 TASK 1-PROJECT MANAGMENT 001 003 Project Management, Engineering and Operations Support Estimated Hours: 1,004 Estimated Fee: $169,404.00 CSA RFQ-20-03-COC Agenda Approved By Council on 09/12/2023	1.0000	169,404.00
2	200,232.00 SUM	TASK 2-SCADA, PROCESS CONTROL SYSTEMS AND 001 003 Instrumentation Support Estimated Hours: 1,000 Estimated Fee: $200,232.00	1.0000	200,232.00
3	59,040.00 SUM	TASK 3- CMMS SUPPORT 001 003 Estimated Hours:440 Estimated Fee: $59,040.00	1.0000	59,040.00
4	6,000.00 SUM	EXPENSES & SUBCONSULTANTS 001 003 Estimated Hours: N/A Estimated Fee: $6000.00 CSA RFQ-20-03-COC	1.0000	6,000.00

TOTAL PURCHASE AMOUNT **$434,676.00**

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081497

Remit Invoice to:

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -

Purchasing/Contracts Manager

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

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as 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 City Purchase Order #. Confirm Receipt of PO to Purchasing@cocoafl.gov.**

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, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any c1nd 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 shipped 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 been titled, 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 ensure 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, oral bids maybe 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.

25. E-VERIFY:
Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

RESOLUTION NO. 2024-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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, at a Regular City Council meeting assembled on the 23rd day of April, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-078-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4020 | DATE PREPARED: 04/08/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 73,444)	421-4020-536.52-09		CHEMICALS	$ 0	$ 0	($ 73,444)	$ 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	$ 0
($ 73,444)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 73,444	421-4020-536.31-03		ENGINEERING SERVICES	$ 0	$ 0	$ 73,444	$ 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	$ 0
$ 73,444	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Add additional funding for JACOBS to continue onsite investigation of assets to verify and update the CMMS asset inventory and support implementation of selected CMMS priority areas including database management, inventory management, and work management.
Agenda #: 24-197

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/23/24 RESOLUTION #: 2024-038

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

James Mitchell Digitally signed by James Mitchell Date: 2024.04.08 10:10:52 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.04.09 11:35:36 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2024.04.08 13:49:05 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.04.18 10:16:07 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Water Supply and Water Treatment Support	2024-35.1
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 04/17/24 City Bid Number: RFQ-20-03-COC AMOUNT: $ 434,676.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4020/Utilities Dyal

Project Name: Project Management, SCADA & CMMS Project Number:

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : 1 Requested Amendment Amount: $ 73,444.00

Original Task Order Amount: $ 434,676.00 Total Revised Amount including all Amendments: $ 508,120.00

Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

Additional Support Services for Computerized Maintenance Management System (CMMS) Support (Task #3) Related to Water Supply and Water Treatment.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☑ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-35.1

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa
Task Order 2024-35 Addendum 1

FY 2024 Engineering Services for the Water System
Program Management Services - Water Supply and Water Treatment Support

Objective

The purpose of this task order Addendum 1 is to provide additional program management services, including program management/administration, design management and construction project support services for Operating Revenue (OR) funded Cocoa Utilities Capital Improvement Plan (CIP) program projects related to water supply and water treatment. This task order Addendum 1 is intended to include the estimated level of effort to provide the services described herein on a time and materials basis compensation method for the period from October 1, 2023 through September 30, 2024. Services proposed by JACOBS Engineering Group (JACOBS) in this Task Order Addendum 1 will be performed in accordance with the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa on February 5, 2020 and first Amendment on December 22, 2022.

Scope of Services

Task 1 – Project Management, Engineering and Operations Support

No scope changes.

Task 2 – SCADA, Process Control Systems and Instrumentation Support

No scope changes.

Task 3 – CMMS Support

Under this Addendum 1, JACOBS will provide project management, engineering, and technical support for the Dyal Water Treatment Plant Computerized Maintenance Management System (CMMS). The CMMS is a central repository for water treatment assets and is used to develop work orders and track maintenance history. JACOBS will coordinate and perform the Task 3 support work as determined and authorized by the City of Cocoa within the compensation limits of this task order. JACOBS will continue onsite investigation of assets to verify and update the CMMS asset inventory and support implementation of selected CMMS priority areas including database management, inventory management, and work management.

Assumptions

- The presence or duties of JACOBS' personnel at a construction site, whether as onsite representatives or otherwise, do not make JACOBS or JACOBS' personnel in any way responsible for those duties that belong to City and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- JACOBS and JACOBS' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except JACOBS' own personnel.
- The presence of JACOBS' personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). JACOBS neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- JACOBS will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties.
- Deliverables will be provided in electronic format with no hard copies. Hard copy deliverables can be provided at additional cost.
- Work under Task 2 and Task 3 may be performed via a remote connection or partially performed in a JACOBS office with final installation onsite as determined by the city.
- All deliverables will be submitted as draft for City of Cocoa review and comments. City of Cocoa will provide written review comments for draft deliverables within two calendar weeks, or deliverable will be considered acceptable as submitted. Comments received will be addressed and a final document issued.
- JACOBS consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes JACOBS responsible for the performance, operation or security of Client's System. JACOBS makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, JACOBS cannot and does not provide any representation, warranty or guarantee that its services will ensure the Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and JACOBS' services do not in any way relieve the

Client of any responsibility for the protection, firewalling and/or overall security of the Client's System. JACOBS shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold JACOBS harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Schedule

This Task Order Addendum 1 covers the period from date of October 1, 2023 through September 30, 2024.

Compensation

Compensation for the services authorized under this task order Addendum 1 will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task. The budget for Addendum 1 is and the total cost of the original fee and this Addendum 1 is $.

Task	Original Hours	Original Fee	Addendum 1 Hours	Addendum 1 Fee	Total Fee including Addendum 1
TASK 1 - Project Management, Engineering and Operations Support	1,004	$169,404	0	$0	$169,404
TASK 2 - SCADA, Process Control Systems and Instrumentation Support	1,000	$200,232	0	$0	$200,232
TASK 3 – CMMS Support	440	$59,040	476	$73,444	$132,484
EXPENSES & SUBCONSULTANTS	N/A	$6,000	0	$0	$6,000
Grand Total	2,444	$434,676	476	$73,444	$508,120

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Attachments

Attachment A –Per Diem Rates Schedule

Acceptance

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

Approved for City of Cocoa	Accepted for JACOBS Engineering Group
By _____	By _____
Title _____	Title Vice President
Date _____	Date April 01, 2024

Task Order 2024-35 Addendum 1: FY 2024 Engineering Services for the Water System Program Management Services - Water Supply and Water Treatment Support

	Hours										
	Task 1	Task 2	Task 3	Original Task Order	Original Task Order	Addendum 1 Task 1	Addendum 1 Task 2	Addendum 1 Task 3	Addendum 1		Amended Task Order
Per Diem Schedule Description	Hours			Total Hours	Amount	Hours	Hours	Hours	Amount	Rate	Amount
Principal/Senior Reviewer/Consultant/Senior Project Manager	276	144		420	$ 98,700.00	0	0	140	$ 32,900.00	$235.00	$131,600.00
Senior Professional Engineer/Scientist/Consultant		80		80	$ 17,440.00	0	0	0	$ -	$218.00	$ 17,440.00
Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	20	680	20	720	$ 143,280.00	0	0	0	$ -	$199.00	$143,280.00
Professional Engineer/Scientist/Consultant/Project Manager	324		20	344	$ 58,136.00	0	0	0	$ -	$169.00	$ 58,136.00
Junior Professional Engineer/Scientist/Consultant	24	96	240	360	$ 51,120.00	0	0	112	$ 15,904.00	$142.00	$ 67,024.00
Project Engineer/Scientist/Consultant	280			280	$ 33,600.00	0	0	0	$ -	$120.00	$ 33,600.00
Junior Project Engineer/Scientist/Consultant	80		160	240	$ 26,400.00	0	0	224	$ 24,640.00	$110.00	$ 51,040.00
Engineering Intern				0	$ -	0	0	0	$ -	$ 95.00	$ -
Office/Project Administration				0	$ -	0	0	0	$ -	$ 85.00	$ -
Hours Subtotals:	1,004	1,000	440	2,444		0	0	476	476		
Labor Subtotals:	$ 169,404.00	$ 200,232.00	$ 59,040.00		$ 428,676.00	$ -	$ -	$ 73,444.00	$ 73,444.00		$502,120.00
Expenses:					$ 6,000.00				$ -		$ 6,000.00
Task Total:					$ 434,676.00				$ 73,444.00		$508,120.00

Task Key
Task 1 - PROJ MGT, ENG, AND OPERATIONS SUPPORT
Task 2 - SCADA, PROCESS CONTROL SYSTEMS AND INSTRUMENTATION SUPPORT
Task 3 - CMMS SUPPORT

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

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

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

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 68969395 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G47339273	07/01/23	07/01/24	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H10736262	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50711481 (AOS)	07/01/23	07/01/24	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		WCU C50711559 (OH)*	07/01/23	07/01/24	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C5071164A (WI)	07/01/23	07/01/24	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 014	07/01/23	07/01/24	PER CLAIM/PER AGG	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Cocoa FL

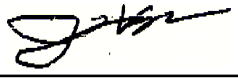
351 Schearer Blvd.

Cocoa, FL 32922 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/15/2023

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol HDO	Policy Number G47339273	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H10736262	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS SOLUTIONS INC. 555 SOUTH FLOWER ST, STE 3200 LOS ANGELES CA 90071	Endorsement Number Policy Number Symbol: WLR Number: C50711481
Policy Period 07-01-2023 **TO** 07-01-2024	Effective Date of Endorsement 07-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Solutions Inc.**			Endorsement Number
Policy Symbol **EON**	Policy Number **G21655065 014**	Policy Period **07/01/2023 to 07/01/2024**	Effective Date of Endorsement **07/01/2023**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule.**

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You.**

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy.**

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy.**

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President

Authorized Representative

Legislation Details (With Text)

File #:	24-217	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	4/15/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approve a resolution amending the current FY 2024 budget, BAF #: 24-063-A&T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-39 ADA Compliant.pdf BAF 24-063-T-FN-MID Year Cleanup Tracking Sheet.pdf BAF 24-063-T-FN-MID Year Cleanup (04-23-24) Agenda # 24-217.pdf BAF 24-063-A-FN-MID Year Cleanup (04-23-24) Agenda # 24-217.pdf BAF 24-063-A-FN-MID Year Cleanup Tracking Sheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2024
Agenda Date: April 23, 2024
Prepared By: David Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a resolution amending the current FY 2024 budget, BAF #: 24-063-A&T, for the mid-year budget review and cleanup, through the use of fund balance reserves, contingency and/or transfers between object classifications, within each fund. (Finance Director)

BACKGROUND:

After the adoption of the annual budget, circumstances arise which require a comprehensive review of the City's entire budget at the mid-year point. Items such as unbudgeted revenues, additional budget for open purchase orders, unexpected accrual payouts due to retirements, project adjustments, and miscellaneous expenses do occur.

Attached to this agenda is a Budget Adjustment Tracking Sheet and the Budget Adjustment Forms #: 24-063-A&T, with a breakdown of the above-mentioned amendments and transfers within the FY 2024 Budget, through the use of Fund Balance Reserves, Contingency, or transfers within the departments object classification lines.

These adjustments effect: General Fund, Section 108 Loan Fund, Coronavirus State & Local Fiscal

Recovery Fund, Water & Sewer Utility Fund, and Stormwater Utility Fund. Staff requests City Council approval of the attached budget adjustment and transfer forms, BAF #: 24-063-A&T, for the mid-year review and budget cleanup.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

See the attached tracking sheet and BAF #: 24-063-A&T, for all of the entries.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a resolution amending the FY 2024 budget, BAF #: 24-063-A&T, for the mid-year, budget review and cleanup, through the use of fund balance reserves, contingency and transfers between object classifications, within each Fund.

RESOLUTION NO. 2024-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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, at a Regular City Council meeting assembled on the 23rd day of April, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

	001		**GENERAL FUND**					
			POLICE DEPARTMENT					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
24-063-T	001	Budget Transfer	Reduce VOCA Payroll to fund Operating	Police Operations	Regular Salaries & Wages	001-2100-521.12-00	$ (300)	
24-063-T	001	Budget Transfer	Reduce VOCA Payroll to fund Operating	Police Operations	VOCA-2023 Office Supplies	001-2100-521.51-39	$ 300	GR2401
			POLICE DEPARTMENT DEPARTMENT TOTAL			Increase	$ 300	
			POLICE DEPARTMENT DEPARTMENT TOTAL			Decrease	$ (300)	
			FIRE DEPARTMENT					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
24-063-T	001	Budget Transfer	Fund FD Overtime	Fire Operations	Regular Salaries & Wages	001-2201-522.12-00	$ (405,000)	
24-063-T	001	Budget Transfer	Fund FD Overtime	Fire Operations	Overtime	001-2201-522.14-00	$ 405,000	
			FIRE DEPARTMENT DEPARTMENT TOTAL			Increase	$ 405,000	
			FIRE DEPARTMENT DEPARTMENT TOTAL			Decrease	$ (405,000)	
			PUBLIC WORKS					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
24-063-T	001	Budget Transfer	Salary Transfer to 13-00 due to Employees entering DROP	Public Works Facilities	Regular Salaries & Wages	001-3560-519.12-00	$ (69,883)	
24-063-T	001	Budget Transfer	Salary Transfer to 13-00 due to Employees entering DROP	Public Works Facilities	Other Salaries & Wages	001-3560-519.13-00	$ 69,883	
			PUBLIC WORKS DEPARTMENT TOTAL			Increase	$ 69,883	
			PUBLIC WORKS DEPARTMENT TOTAL			Decrease	$ (69,883)	
	001		GENERAL FUND TOTAL			Fund Total Increase	$ 475,183	
	001		GENERAL FUND TOTAL			Fund Total Decrease	$ (475,183)	
	130		**C.S.L.F.R.F.**					
			INFORMATION TECHNOLOGY					
BAF #	**Fund Code**	**Type**	**Note:**	**Department/ Division**	**Name**	**Account #**	**Amount**	**Project**
24-063-T	130	Budget Transfer	Reallocate C.S.L.F.R.F. funds to alternate PW division	Public Works Facilities	Machinery & Equipment	130-3520-572.64-00	$ (55,925)	ARVR23
24-063-T	130	Budget Transfer	Reallocate C.S.L.F.R.F. funds to alternate PW division	Public Works Facilities	Machinery & Equipment	130-3560-572.64-00	$ 55,925	ARVR23
	130		C.S.L.F.R.F. TOTAL			Fund Total Increase	$ 55,925	
	130		C.S.L.F.R.F. TOTAL			Fund Total Decrease	$ (55,925)	

City of Cocoa Budget Adjustment Form FY 2024 - 24-063-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 04/16/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 475,183			GENERAL FUND	$ 0	$ 0	$ 475,183	$ 0
$ 55,925			C.S.L.F.R.F. FUND	$ 0	$ 0	$ 55,925	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 531,108	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 475,183)			GENERAL FUND	$ 0	$ 0	($ 475,183)	$ 0
($ 55,925)			C.S.L.F.R.F. FUND	$ 0	$ 0	($ 55,925)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 531,108)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Mid-Year Cleanup - Amendments - See Tracking Log
Agenda #: 24-217

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/23/24 RESOLUTION #: 2024-039

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2024.04.16 14:42:07 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.04.16 14:41:42 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.04.18 11:12:08 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.04.18 09:56:51 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

City of Cocoa Budget Adjustment Form FY 2024 - 24-063-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 04/16/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 43,472			GENERAL FUND	$ 0	$ 0	$ 43,472	$ 0
$ 33,000			SECTION 108 LOAN FUND	$ 0	$ 0	$ 33,000	$ 0
($ 62,705)			C.S.L.F.R.F. FUND	$ 0	$ 0	($ 62,705)	$ 0
$ 21,829			WATER/ SEWER FUND	$ 0	$ 0	$ 21,829	$ 0
$ 0			STORMWATER FUND	$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 35,596	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 43,472			GENERAL FUND	$ 0	$ 0	$ 43,472	$ 0
$ 33,000			SECTION 108 LOAN FUND	$ 0	$ 0	$ 33,000	$ 0
($ 62,705)			C.S.L.F.R.F. FUND	$ 0	$ 0	($ 62,705)	$ 0
$ 21,829			WATER/ SEWER FUND	$ 0	$ 0	$ 21,829	$ 0
$ 0			STORMWATER FUND	$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 35,596	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Mid-Year Cleanup - Amendments - See Tracking Log
Agenda #: 24-217

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 04/23/24 **RESOLUTION #:** 2024-039

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2024.04.16 14:40:34 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.04.16 14:40:00 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.04.18 15:12:01 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.04.18 09:54:48 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

	001		GENERAL FUND					
			POLICE DEPARTMENT					
BAF #	Fund Code	Type	Note:	Department/ Division	Name	Account #	Amount	Project
24-063-A	001	Budget Amendment	Reduce VOCA Grant Award/ Payroll	Police Operations	VOCA-2023 Revenue	001-0000-331.20-27	$ (6,528)	GR2401
24-063-A	001	Budget Amendment	Reduce VOCA Grant Award/ Payroll	Police Operations	Regular Salaries & Wages	001-2100-521.12-00	$ (6,528)	
			POLICE DEPARTMENT DEPARTMENT TOTAL			Increase	$ -	
			POLICE DEPARTMENT DEPARTMENT TOTAL			Decrease	$ (13,056)	
			PUBLIC WORKS					
BAF #	Fund Code	Type	Note:	Department/ Division	Name	Account #	Amount	Project
24-063-A	001	Budget Amendment	Correct missed roll Sidewalk Replacement	Public Works Street Management	Fund Bal-Approp. Reserves	001-0000-389.99-50	$ 50,000	
24-063-A	001	Budget Amendment	Correct missed roll Sidewalk Replacement	Public Works Street Management	Repairs & Maintenance	001-3510-541.46-00	$ 50,000	AFBP22
			PUBLIC WORKS DEPARTMENT TOTAL			Increase	$ 100,000	
			PUBLIC WORKS DEPARTMENT TOTAL			Decrease	$ -	
	001		GENERAL FUND TOTAL			Fund Revenue Total	$ 43,472	
	001		GENERAL FUND TOTAL			Fund Expense Total	$ 43,472	
	108		LOAN					
			COMMUNITY DEVELOPMENT					
BAF #	Fund Code	Type	Note:	Department/ Division	Name	Account #	Amount	Project
24-063-A	108	Budget Amendment	Section 108 Loan Pre-Payment	Housing Grants	Fund Bal-Approp. Reserves	108-0000-389.99-50	$ 29,000	
24-063-A	108	Budget Amendment	Section 108 Loan Pre-Payment	Housing Grants	Debt Service- Principal/ 108 Loan	108-3240-517.71-00	$ 29,000	
24-063-A	108	Budget Amendment	Section 108 Loan Interest Rate Shore Up	Housing Grants	Fund Bal-Approp. Reserves	108-0000-389.99-50	$ 4,000	
24-063-A	108	Budget Amendment	Section 108 Loan Interest Rate Shore Up	Housing Grants	Debt Service- Interest/ 108 Loan	108-3240-517.72-00	$ 4,000	
	108		LOAN TOTAL			Fund Revenue Total	$ 33,000	
	108		LOAN TOTAL			Fund Expense Total	$ 33,000	
	130		C.S.L.F.R.F.					
			FIRE DEPARTMENT					
BAF #	Fund Code	Type	Note:	Department/ Division	Name	Account #	Amount	Project
24-063-A	130	Budget Amendment	Correct inadvertent roll Brush Truck	Fire Operations	Machinery & Equipment	130-2201-522.64-00	$ (62,705)	ARBT23
24-063-A	130	Budget Amendment	Correct inadvertent roll Brush Truck	Fire Operations	American Rescue Plan 2021	130-0000-331.90-02	$ (62,705)	
	130		C.S.L.F.R.F. TOTAL			Fund Revenue Total	$ (62,705)	
	130		C.S.L.F.R.F. TOTAL			Fund Expense Total	$ (62,705)	
	421		WATER/ SEWER FUND					
			WATER/ SEWER UTILITIES FUND					
BAF #	Fund Code	Type	Note:	Department/ Division	Name	Account #	Amount	Project
24-063-A	421	Budget Amendment	Interest for Customer Deposits	Water Administration	Fund Bal-Approp. Reserves	421-0000-389.99-50	$ 75,000	
24-063-A	421	Budget Amendment	Interest for Customer Deposits	Water Administration	Other Charges & Obligations	421-4010-536.49-00	$ 75,000	
24-063-A	421	Budget Amendment	Inventory Over/ Short	Water Administration	Fund Bal-Approp. Reserves	421-0000-389.99-50	$ 10,000	
24-063-A	421	Budget Amendment	Inventory Over/ Short	Water Administration	Other Charges & Obligations	421-4010-536.49-00	$ 10,000	
24-063-A	421	Budget Amendment	Refund excess vehicle budget roll to Fund Balance	Utility Support Services	Machinery & Equipment	421-1515-536.64-00	$ (63,171)	CA2301
24-063-A	421	Budget Amendment	Refund excess vehicle budget roll to Fund Balance	Utility Support Services	Fund Bal-Approp. Reserves	421-0000-389.99-50	$ (63,171)	
			WATER/ SEWER UTILITIES FUND TOTAL			Increase	$ 170,000	
			WATER/ SEWER UTILITIES FUND TOTAL			Decrease	$ (126,342)	
	421		WATER/ SEWER FUND TOTAL			Fund Revenue Total	$ 21,829	
	421		WATER/ SEWER FUND TOTAL			Fund Expense Total	$ 21,829	
	423		STORMWATER FUND					
			PUBLIC WORKS					
BAF #	Fund Code	Type	Note:	Department/ Division	Name	Account #	Amount	Project
24-063-A	423	Budget Amendment	Refund 423 Fund Balance Revenue and accept SOIRL reimbursement	Public Works Stormwater	SOIRL Revenue	423-0000-338.10-05	$ 28,169	SW21RE
24-063-A	423	Budget Amendment	Refund 423 Fund Balance Revenue and accept SOIRL reimbursement	Public Works Stormwater	Fund Bal-Approp. Reserves	423-0000-389.99-50	$ (28,169)	SW21RE
			PUBLIC WORKS TOTAL			Increase	$ 28,169	
			PUBLIC WORKS TOTAL			Decrease	$ (28,169)	
	423		STORMWATER FUND TOTAL			Fund Revenue Total	$ -	
	423		STORMWATER FUND TOTAL			Fund Expense Total	$ -	

Legislation Details (With Text)

File #:	24-218	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	4/16/2024		**In control:**	City Council	
On agenda:	4/23/2024		**Final action:**		

Title: Authorize the City Manager to execute an agreement between the City of Cocoa and Ovation Construction, Inc. (361 S. Central Avenue, Orlando, FL32765), for the purposes of completing the Harry T. Moore Center Restoration Project (Windows and Doors) in a not to exceed amount of $277,259.63, utilizing the Sourcewell contract FL-R6-GC08-111821-COC. Approve a Resolution Amending the FY24 Budget, BAF#24-081-A for the Grant award and expense. Approve a contingency resolution and authorize the City Manager to execute change orders to Ovation Construction, Inc. or Architects, RZK resulting from use of project contingency the amount of $11,659. (Community Services Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Contingency Resolution 2024-040.pdf
FL-R6-GC08-111821-OCC-HTM Construction Agreement.pdf
Sourcewell Contract Award
EXHIBIT 2 QUOTE_WOP #125390.00 R2.pdf
EXHIBIT 4 - 23.h.sc.100.023GrantAwardAgreement_Executed.SW9.pdf
EXHIBIT 1 -Contract_FL-R6-GC08-111821-OCC.pdf
Budget Resolution FY 2024-041 ADA Compliant.pdf
BAF 24-081-A-Harry T Moore Windows Grant (4-23-24) Agenda 24-218.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 16, 2024.
Agenda Date: April 23, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Authorize the City Manager to execute an agreement between the City of Cocoa and Ovation Construction, Inc. (361 S. Central Avenue, Orlando, FL32765), for the purposes of completing the Harry T. Moore Center Restoration Project (Windows and Doors) in a not to exceed amount of $277,259.63, utilizing the Sourcewell contract FL-R6-GC08-111821-COC. Approve a Resolution Amending the FY24 Budget, BAF#24-081-A for the Grant award and expense. Approve a contingency resolution and authorize the City Manager to execute change orders to Ovation Construction, Inc. or Architects, RZK resulting from use of project contingency the amount of $11,659.

BACKGROUND:

In 2023, the City was awarded a grant through the Division of Historical Resources, Florida Department of State, for the purposes of restoring the windows and doors at the Historic Harry T. Moore Center in Diamond Square. The grant amount awarded was $150,500 which is a 1:1 grant match, requiring the City to match 50% of the awarded amount or $150,500 for a total project of $301,000.

The City is using a cooperative procurement method available through Sourcewell under contract FL-R6-GC08-111821-OCC. Sourcewell issued Invitation For Bid #111821 to the entire state of Florida for Indefinite Delivery Indefinite Quantity (IDIQ) General Construction, on November 18, 2021. Multiple General Contractors were awarded based on region. The program is overseen and administered by the Gordian Group, a leading provider of facility and construction cost data, software and services using their IDIQ pricing and contractor markups. The Construction will be completed by Ovation Construction, Inc.

City Staff conducted a site visit with representatives from Gordian, and Ovation to prepare a scope of work. The construction cost was then developed using the Gordian ez Indefinite Quantity Contracts (ezIQC) Job Order Contracting pricing. The Staff that reviewed the proposal were Brian Dale, Purchasing Manager; Gary Palmer, Facilities Manager and Charlene Neuterman, Community Services Director. The architect for this project is Architects RZK. A purchase order was previously issued to this firm.

Staff concluded that the proposal met the criteria for the project and obtained approval from the State Division of Historical Resources. Approval is requested for this Agreement and to authorize the City Manager to execute the contract with Ovation Construction in the amount of $277,259.63. Staff is further requesting the authority for the City Manager to approve any change orders to the primary construction contract and/or the Architects RZK purchase order for a project contingency amount up to $11,659.

RZK PO 80938 for $12,081 for this project was procured in FY23 for design.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement.

BUDGETARY IMPACT:

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

Amount Requested	$277,260
Account Number	001-3200-515.46-04
Account Name	Building Repairs and Maintenance
Project	GR23HM

Contingency:

Amount Requested	$11,659

Account Number	001-3200-515.46-04
Account Name	Building Repairs and Maintenance
Project	GR23HM

The original PO will be cut for $277,259.63 with project contingency of $11,659.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager to execute an agreement between the City of Cocoa and Ovation Construction, Inc. (361 S. Central Avenue, Orlando, FL32765), for the purposes of completing the Harry T. Moore Center Restoration Project (Windows and Doors) in a not to exceed amount of $277,259.63, utilizing the Sourcewell contract FL-R6-GC08-111821-COC. Approve a Resolution Amending the FY24 Budget, BAF#24-081-A for the Grant award and expense. Approve a contingency resolution and authorize the City Manager to execute change orders to Ovation Construction, Inc. or Architects, RZK resulting from use of project contingency the amount of $11,659..

RESOLUTION NO. 2024-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE HISTORIC HARRY T. MOORE CENTER RESTORATION PROJECT- WINDOWS AND DOORS, IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on April 23, 2024, City Council authorized the City Manager to proceed with the Historic Harry T. Moore Center Restoration Project- Windows and Doors, subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract FL-R6-GC08-111821-OCC-HTM with Ovation Construction Inc. regarding the Historic Harry T. Moore Center

Restoration Project- Windows and Doors, provided the total amount of approved change orders does not exceed the construction budget of $288,919 The construction contract cost is $277,260. The total project contingency is $11,659. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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 April 23, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

CONSTRUCTION RIDER

HISTORIC HARRY T. MOORE CENTER RESTORATION PROJECT

WINDOWS AND DOORS

[PBG-HTM-FL-R6-GC08-111821-OCC]

THIS CONSTRUCTION RIDER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, between the **CITY OF COCOA**, a Florida municipal corporation ("City" or "Owner") and **OVATION CONSTRUCTION INC.,** authorized to transact business in the State of Florida, with principal offices located at 361 S. Central Avenue, Oviedo, FL 32765, ("Contractor"). The City and the Contractor agree as follows:

1. The Purchasing Policies of the City of Cocoa allow for "piggybacking". Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Contractor has entered into a contract with **Sourcewell**, a public agency in the state of Minnesota, and said contract being identified as: **FL-R6-GC08-111821-OCC** (said original contract being referred to as the "**Original Government Contract**").

2. The Original Government Contract, including all associated Addenda, Appendices, Exhibits and Attachments, including Contractor's Bid Submittal, as included in the Original Government Contract, is incorporated herein by reference and is attached as **Exhibit "1"** to this Agreement. All of the terms and conditions set forth in the Original Government Contract (Exhibit "1") are fully binding on the parties and said terms and conditions are incorporated herein except to the extent expressly modified herein.

3. Notwithstanding the requirements that the Original Government Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Government Contract as applied to this Agreement between the Contractor and the City of Cocoa, as follows:

~~A) Notwithstanding anything in Exhibit "1" to the contrary, the following terms shall be substituted throughout the Original Government Contract: _____ = City of Cocoa; _____ Code = Code of the City of Cocoa. Further, references to specifically identified _____ Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.~~ **NOT USED**

B) **Scope of Services.** Pursuant to Section 1 of the Original Government Contract, the City and Contractor agree that the scope of services to be performed by Contractor under this Agreement is identified in **Exhibit 2** (Quote/WOP 125390), and Exhibit 2 shall constitute a Work Order or Task Order. Further Contract Documents consist of **Exhibit 3** 231109 CDs for Bid 231109 and **Exhibit 4** Historical Resources Grant 23.h.sc.100.023, which are hereby incorporated into this Contract by this reference.

C) **Order of Precedence.** Notwithstanding anything in the Original Government Contract to the contrary, in case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

i. Change Orders

ii. Construction Rider

iii. Original Government Contract # FL-R6-GC08-111821-OCC, Exhibits and Addenda

iv. Supplemental Terms and Conditions

v. General Terms and Conditions

vi. Engineering Plans and Drawings, if any

vii. IFB # 111821 for IDIQ General Construction issued by Sourcewell, dated November 18, 2021, including any subsequently issued Addenda

viii. Contractor's Bid Submittal

ix. Punchlist

x. 2021 Technical Specifications

D) **Contract Time.** Notwithstanding anything in Exhibit "1" to the contrary, the term of this Agreement with the City of Cocoa shall take effect on the date of its execution by the City and Contractor and continue until the Project has been completed and accepted by the City. The Contract Time shall begin to run upon the OWNER's issuance of the Notice to Proceed. The CONTRACTOR shall sign the Notice to Proceed and deliver it to the Owner's Project Manager.

i. *Substantial Completion.* The Work shall be substantially completed within **Fifty-Six** (56) calendar days after the date when the Contract Time begins to run but will be no later than December 1, 2024.

The date of Substantial Completion of the Work is the date certified in writing by the OWNER when (1) construction is sufficiently complete, in accordance with the contract documents, so the OWNER can occupy or utilize the work for its intended purpose, as expressed by the contract documents, and (2) any additional project-specific requirements or milestones for "Substantial Completion" identified in the general, special, or technical conditions or construction plans have been satisfied.

ii. *Punchlist Creation and Acceptance*. No more than ten (10) calendar days following Substantial Completion, the CONTRACTOR shall provide to OWNER a draft Punchlist detailing the remaining items and estimated cost of each required to render the Work complete, satisfactory, and acceptable. OWNER shall review the draft Punchlist and

provide any comments to the CONTRACTOR. The OWNER and CONTRACTOR shall cooperate in the development of the Punchlist regarding both the items to be included and the estimated cost of each. The OWNER shall approve a final Punchlist within 30 calendar days of Substantial Completion for projects costing less than or equal to $10 million or 45 calendar days of Substantial Completion for projects costing over $10 million.

OWNER shall deliver a final approved Punchlist to CONTRACTOR no more than 5 calendar days following final approval of the Punchlist.

If the CONTRACTOR fails to coordinate with the OWNER to create a Punchlist and the OWNER has given the CONTRACTOR written notice of the failure, then the OWNER may withhold 150 percent of the estimated costs required to complete the items the OWNER intended to include on the Punchlist, without input from the CONTRACTOR, and shall deliver the Punchlist within the time period in this subsection. The failure to include any corrective work or pending items not yet completed on the Punchlist does not alter the responsibility of the CONTRACTOR to complete all the Work purchased under this Agreement.

iii. *Final Completion*. The Work shall be finally completed, ready for Final Payment within thirty (30) calendar days after the date of delivery of the final, approved Punchlist, which shall be at least thirty (30) calendar days following the delivery of the final approved Punchlist.

iv. *Adverse Weather Conditions.* The parties acknowledge that the Contract Time provided in this subsection includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

E) **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Subsection D) above, plus any extensions thereof allowed in accordance with this Agreement. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $500 for each calendar day that expires after the time specified in Subsection D) for substantial completion until the work is substantially complete and $250 for each calendar day that expires after the time specified in Subsection D) for final completion until the work is finally complete. The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work. This provision binds Contractor's performance bond surety.

F) **Contract Price.** The OWNER will pay the CONTRACTOR in current funds for the performance of the work in accordance with the Contract Documents, subject to additions and deductions approved by Change Order, the Total Contract Price of **Two Hundred Seventy Seven Thousand, Two Hundred Fifty-Nine Dollars and Sixty-Three Cents ($277,259.63),** which is consistent with the Original Government Contract and as provided in the Quote attached hereto as **Exhibit 2**. CONTRACTOR agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

Payments will be made to the CONTRACTOR for actual quantities installed on the basis of the Schedule of Unit Prices included in the Original Government Contract. Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

Notwithstanding anything in Exhibit "1" to the contrary, invoices shall be submitted, referencing this Agreement and any Purchase Order to:

City of Cocoa
Finance Department
65 Stone Street
Cocoa, FL 32922

By email to accountspayable@cocoafl.org.

G) **Indemnification.** Notwithstanding anything in Exhibit "1" to the contrary, the Contractor shall indemnify, defend, and hold harmless the City, its City Commission members, employees, representatives, and attorneys from and against all claims, suits, actions, damages, losses, expenses, and/or causes of action including, but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out or, or in connection with this Agreement, provided that any such claims, suits, action, damages, losses, expenses, and or causes of action (1) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property, including loss or use; and (2) is caused or incurred in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by Contractor, subcontractor, agents, regardless if caused in part by the City. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or

a cause of action, arising from the City's sole gross negligence or intentional misconduct. For purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties. This paragraph shall survive the termination of this Agreement.

H) **Force Majeure.** Notwithstanding anything in Exhibit "1" to the contrary, any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; ; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

I) **Progress Payments.** Notwithstanding anything in Exhibit "1" to the contrary, no payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to CONTRACTOR, on the basis of application for payments submitted to the OWNER or OWNER's Project Manager, by CONTRACTOR as the work progresses, and in accordance with the Contract Documents. By submitting each request for a progress payment, the CONTRACTOR certifies, to the best of its knowledge and belief, that: (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment requested, in accordance with subcontract agreements; (3) The request is made in good faith and is a true and accurate accounting of the work performed and materials supplied; and (4) The representative signing the request for a progress payment is authorized to certify the request on behalf of the CONTRACTOR. Progress payments may be submitted no more frequently than monthly or, alternatively, in accordance with the following schedule: _____.

In addition to any other reason provided in Exhibit "1", Progress payments may be withheld if:

i. Work is found defective and not remedied;
ii. CONTRACTOR does not provide consent of surety with each payment application;
iii. Another contractor is damaged by an act for which CONTRACTOR is responsible; or
iv. In the opinion of the OWNER that CONTRACTOR's work is not progressing satisfactorily.

OWNER herein (__X__) designates or (____) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to

the extent that the payment request or invoice does not meet contract requirements. The CONTRACTOR may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading. If an agent need not approve the payment request or invoice submitted by CONTRACTOR, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

If the OWNER designated an agent to approve any payment requests before submitted to the OWNER for payment above, the OWNER further hereby identifies **Architects RZK Inc., 600 Florida Avenue Suite 201 Cococa, FL 32922** Attn: **John C. Zwick**, using email **john.zwick@architectsrzk.com**, as the agent that must approve payment requests prior to their submission to OWNER.

J) **Change Orders.** Notwithstanding anything in Exhibit "1" to the contrary, the OWNER, by written change order and without invalidating the Agreement, may order, or at the request of Contractor approve, extra Work or make changes by altering, adding to, or deducting from the Work, the contract sum being adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order. The CONTRACTOR'S exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the OWNER or the OWNER's agent and claims based on breach of contract or negligence, shall be a claim for an extension of the scheduled construction time.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the CONTRACTOR, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the CONTRACTOR shall keep and present in such form as the City's Project Manager may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City's Project Manager will certify to the amount, including reasonable allowances for overhead and profit, due to the CONTRACTOR. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's

estimate. Furthermore, if the CONTRACTOR claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made therefor by Change Order.

K) **Final Payment.** Notwithstanding anything in Exhibit "1" to the contrary, OWNER shall withhold up to 5% of the Contract Price until the date of Substantial Completion, in accordance with the Local Government Prompt Payment Act ("Act"). As provided in Subsection D) above, within 10 calendar days of Substantial Completion, the CONTRACTOR shall create and deliver to OWNER a draft Punchlist detailing Work which must still be completed to reach Final Completion under the terms of this Agreement, and the estimated cost to complete each item. Within thirty (30) calendar days of Substantial Completion for projects with a cost of $10 million or less or within forty-five (45) calendar days of Substantial Completion for projects with a cost of over $10 million, the OWNER shall approve a finalized Punchlist. As provided above, the OWNER and CONTRACTOR shall coordinate and cooperate in the development of the final Punchlist. Within 5 calendar days of OWNER finalizing and approving the Punchlist, the OWNER shall deliver the final approved Punchlist to CONTRACTOR.

Within 20 calendar days of the delivery of the final approved Punchlist, and only upon receipt of a proper invoice or payment request from CONTRACTOR, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist, except as provided herein. Should no Punchlist be created within the thirty or forty-five day timeframe, as applicable, because of the failure of CONTRACTOR to cooperate with OWNER, OWNER shall pay to CONTRACTOR the remaining contract balance, including all retainage previously withheld, less an amount equal to 150 % of the estimated cost to complete the items on the Punchlist as determined solely by the OWNER.

CONTRACTOR may submit a proper invoice or payment request for the amount of retainage held to complete the Punchlist items only once all Punchlist items have been completed to the satisfaction of the OWNER. OWNER may continue to withhold retainage if a good faith dispute exists as to whether one or more Punchlist items has been completed in accordance with the terms of this Agreement up to 150% of the total costs to complete those items in dispute.

The date of Final Completion shall be no less than 30 days following delivery of the final approved Punchlist to CONTRACTOR.

The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. The Final Completion Certificate shall be issued upon completion of all remaining Punchlist items. Consent of surety is required for final payment. OWNER shall make final payment to CONTRACTOR within thirty (30) days after the work is fully and properly completed,

if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until CONTRACTOR has delivered to OWNER all close-out documentation.

L) **Notices**. Notwithstanding anything in Exhibit "1" to the contrary, Notices to the City shall be delivered to:

City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

M) **Public Records.** Notwithstanding anything in Exhibit "1" to the contrary, if Contractor fails to comply with Section 119.0701, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Contractor's failure to comply with this Section, the City shall collect from Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Contractor. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Contractor's failure to comply with this Article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Cocoa, 65 Stone Street, Cocoa, FL 32922, cityclerk@cocoafl.org or 321-433-8484.

N) **Project Manager.** The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, **Gary Palmer** by email **gpalmer@cocoafl.gov** or his authorized representative is the OWNER's Project Manager during the entire period of construction. The OWNER (CITY) may change the Project Manager during the term of this contract.

O) **Guarantee.** Notwithstanding anything in Exhibit "1" to the contrary, the CONTRACTOR hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents. The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other

Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, CONTRACTOR will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or CONTRACTOR's payment and performance Bond(s). To the extent that greater guarantees or warranties are provided in Exhibit "1", such guarantees or warranties shall supersede this Subsection.

P) **Miscellaneous.** Notwithstanding anything to the contrary in Exhibit "1", the following provisions are added to the Agreement:

i. **Sovereign Immunity.** 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 provision of 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. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). 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. This paragraph shall survive termination of this Agreement.

ii. **Attorney's Fees.** Unless otherwise expressly provided in this Piggyback Rider, should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to Contractor's surety.

iii. **Performance and Payment Bond.** A performance and payment bond shall be required for this Piggyback Rider in the Form attached hereto as **Exhibit "5**."

iv. **Governing Law and Venue.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The Contractor's surety is bound by this provision.

v. **Mediation.** The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The Contractor's surety is bound by this provision.

vi. **E-Verify.** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Contractor utilizes Subcontractors the following shall apply:

a. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

vii. **No Discrimination.** Contractor may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.

IN WITNESS WHEREOF, authorized representatives of the CITY and the CONTRACTOR have executed this Piggyback Rider to the Original Government Contract on the day and year below noted:

CITY:

_____
Michael Blake, Mayor

Date: _____

ATTEST:

_____
City Clerk

CONTRACTOR

_____

Printed Name and Title: _____

_____

Date:_____

EXHIBIT "5"

Performance and Payment Bond

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone St.
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	

Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal

and _____ a Corporation as Surety,

are bound to ___City of Cocoa_____, herein called Owner, in the sum

of $ _____, for payment of which we bind

ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the contract dated _____, 20_____, between Principal and Owner for construction of _____ as specified for the _____ location, the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the contract; and
d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract and by law, then this bond is to be void; otherwise it remains in full force and effect.
e. In any action against this performance bond, the Owner is entitled to attorney's fees under section 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

DocuSign Envelope ID: 65A228BA-8061-4DFC-9C6A-1456F6A1F2D1

SOURCEWELL
STATE OF MINNESOTA

Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-23

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - September 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

- Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services
- Private Exchange Technology and Services
- Used Firefighting Apparatus and Fire Service Vehicle Solutions

Requesting Board permission to Re-Solicit the following categories:

- Firefighting Apparatus and Fire Service Vehicles with Related Equipment, Options, and Services
- State of Florida - Indefinite Delivery Indefinite Quantity Construction

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Carrier Global Corporation	070121-CAR	*"HVAC Systems and Related Services"*
HMI Industries, Inc.	070121-HMI	*"HVAC Systems and Related Services"*
Honeywell International, Inc.	070121-HNY	*"HVAC Systems and Related Services"*
Johnson Controls, Inc.	070121-JHN	*"HVAC Systems and Related Services"*
Juice Technologies, Inc.	070121-JUC	*"HVAC Systems and Related Services"*
Siemens Industry, Inc.	070121-SIE	*"HVAC Systems and Related Services"*
22nd Century Technologies, Inc.	071321-CEN	*"IT Managed Service and Staff Augmentation Solutions"*
CDW Government, LLC	071321-CDW	*"IT Managed Service and Staff Augmentation Solutions"*
Computer Aid, Inc.	071321-CAI	*"IT Managed Service and Staff Augmentation Solutions"*
Infojini, Inc.	071321-INF	*"IT Managed Service and Staff Augmentation Solutions"*
Judge Technical Services	071321-JDG	*"IT Managed Service and Staff Augmentation Solutions"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Alamo Group, Inc.	052417-AGI	*"Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies"*

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

ezIQC RENEWALS

Company Name	Contract Number	
PRIDE Industries One, Inc.	CA04-NCC-GB03-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-E01-080719-PIO	
American Chiller Service, Inc.	CA03-NCV-M03-080719-ACH	
Staples Construction Company	CA03-NCV-GB04-080719-STA	
PUB Construction, Inc.	CA08-SCI-GB01-080719-PUB	
PRIDE Industries One, Inc.	CA03-NCV-GB03-080719-PIO	
PRIDE Industries One, Inc.	CA03-NCV-GEP01-080719-PIO	
Vincor Construction, Inc.	CA08-SCI-GB02-080719-VCI	
Mark Scott Construction	CA04-NCC-GB02-080719-MSC	
ACCO Engineered Systems, Inc.	CA03-NCV-M02-080719-AES	
PRIDE Industries One, Inc.	CA03-NCV-M01-080719-PIO	
Rite-Way Roof Corporation	CA08-SCI-R01-080719-RWR	
Aztec Consultants	CA04-NCC-GB04-080719-AZC	
PRIDE Industries One, Inc.	CA04-NCC-E02-080719-PIO	
Vincor Construction, Inc.	CA09-SDI-GB02-080719-VCI	
Sylvester Roofing Co., Inc.	CA09-SDI-R01-080719-SRC	
All Source Tile, Inc.	CA09-SDI-F02-080719-AST	
PUB Construction, Inc.	CA09-SDI-F01-080719-PUB	
G Team Landscape Construction, Inc.	CA08-SCI-L01-080719-GTL	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-DA01-080719-HCC	
Sol Construction	CA08-SCI-GEP02-080719-SOL	
PRIDE Industries One, Inc.	CA08-SCI-GB10-080719-PIO	

PRIDE Industries One, Inc.	CA04-NCC-GEP01-080719-PIO	
All Source Coatings, Inc.	CA09-SDI-P02-080719-ASC	
Ausonio, Inc.	CA04-NCC-GB05-080719-AUS	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-GB03-080719-HCC	
Angeles Contractor, Inc.	CA08-SCI-F02-080719-ACI	
All Source Coatings, Inc.	CA09-SDI-GB03-080719-ASC	
US National Corp dba Jimenez Painting Company	CA09-SDI-P03-080719-USN	
Harry H. Joh Construction, Inc.	CA08-SCI-E02-080719-HJC	
Gkkworks Construction Services	CA08-SCI-GB06-080719-GKK	
J & H Engineering General Contracts, Inc.	CA08-SCI-GEP03-080719-JHE	
Facility Solutions Group	CA08-SCI-E01-080719-FSG	
Angeles Contractor, Inc.	CA08-SCI-GB05-080719-ACI	
Horizons Construction Co. Int'l, Inc.	CA08-SCI-GEP01-080719-HCC	
PUB Construction, Inc.	CA08-SCI-P01-080719-PUB	
Angeles Contractor, Inc.	CA09-SDI-GB06-080719-ACI	
PUB Construction, Inc.	CA09-SDI-GB01-080719-PUB	
Harry H. Joh Construction, Inc.	CA09-SDI-GB05-080719-HJC	
Angeles Contractor, Inc.	CA09-SDI-F03-080719-ACI	
Harry H. Joh Construction, Inc.	CA08-SCI-GB04-080719-HJC	
PUB Construction, Inc.	CA08-SCI-F01-080719-PUB	
PUB Construction, Inc.	CA09-SDI-P01-080719-PUB	
Harry H. Joh Construction, Inc.	CA08-SCI-P02-080719-HJC	
LDCo., Inc.	CA09-SDI-GB04-080719-LDC	
ezIQC CONTRACT EXTENSIONS		
Company Name	**Contract Number**	

DocuSign Envelope ID: 089D171B-A35F-4642-9209-B1D792C4B121

SOURCEWELL
STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

12/21/2021

Resolution No. 2021-29

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas and the following voted in favor: (list names here)
Wilson, Zylka, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CE62F09E8AEC4BB...

Clerk to the Board of Directors

DocuSign Envelope ID: 089D171B-A35F-4642-9209-B1D792C4B121

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - December 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Athletic Surfaces with Installation, and Related Equipment, Materials, and Services
Artificial Turf, Tracks with Installation, and Related Equipment, Materials, and Supplies

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
ASH North America, Inc.	093021-AEB	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
Bucher Municipal North America	093021-BUC	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
Curbtender, Inc.	093021-CRB	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
Elgin Sweeper Company	093021-ELG	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
Exprolink, Inc.	093021-EXP	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
FAYAT Environmental Solutions Americas	093021-FAY	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
Global Environmental Products, Inc.	093021-GEP	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
Schwarze Industries, Inc.	093021-SWZ	*"Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories and Supplies"*
GapVax, Inc.	101221-GPV	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Gradall Industries, Inc.	101221-GRD	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Holland Pump Company	101221-HLD	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Ring-O-Matic, Inc.	101221-RGO	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Sewer Equipment Company of America	101221-SCA	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Super Products, LLC	101221-SPL	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Thompson Pump and Manufacturing Company	101221-TPM	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Vac-Con, Inc.	101221-VAC	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*
Vactor Manufacturing	101221-VTR	*"Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Jewel of the South, Inc.	FL-R1-GC01-111821-JOS	Region 1 - Northwest Florida -General Construction
F.H. Paschen	FL-R1-GC02-111821-FHP	Region 1 - Northwest Florida -General Construction
Place Services, Inc.	FL-R1-GC03-111821-PLA	Region 1 - Northwest Florida -General Construction
JOC Construction, LLC	FL-R1-GC04-111821-LRI	Region 1 - Northwest Florida -General Construction
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	Region 1 - Northwest Florida -General Construction
Johnson-Laux Construction	FL-R1-GC06-111821-JLC	Region 1 - Northwest Florida -General Construction
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	Region 1 - Northwest Florida -General Construction

DocuSign Envelope ID: 089D171B-A35F-4642-9209-B1D792C4B121

RAM Construction & Development, LLC	FL-R1-GC08-111821-RAM	Region 1 - Northwest Florida -General Construction
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	Region 1 - Northwest Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	Region 1 - Northwest Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	Region 1 - Northwest Florida - HVAC/Mechanical
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	Region 1 - Northwest Florida - Electrical
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	Region 1 - Northwest Florida - Electrical
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	Region 1 - Northwest Florida - Roofing/Waterproofing
Astra Construction Services, LLC	FL-R1-PAC01-111821-ACS	Region 1 - Northwest Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	Region 1 - Northwest Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	Region 1 - Northwest Florida - Civil Construction
Astra Construction Services, LLC	FL-R1-CC02-111821-ACS	Region 1 - Northwest Florida - Civil Construction
Amici Engineering Contractors	FL-R1-CC03-111821-AME	Region 1 - Northwest Florida - Civil Construction
Jewel of the South, Inc.	FL-R2-GC01-111821-JOS	Region 2 - North Central West Florida - General Construction
F.H. Paschen	FL-R2-GC02-111821-FHP	Region 2 - North Central West Florida - General Construction
Place Services, Inc.	FL-R2-GC03-111821-PLA	Region 2 - North Central West Florida - General Construction
JOC Construction, LLC	FL-R2-GC04-111821-LRI	Region 2 - North Central West Florida - General Construction
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	Region 2 - North Central West Florida - General Construction
Johnson-Laux Construction	FL-R2-GC06-111821-JLC	Region 2 - North Central West Florida - General Construction
RAM Construction & Development, LLC	FL-R2-GC07-111821-RAM	Region 2 - North Central West Florida - General Construction
HCR Construction, Inc.	FL-R2-GC08-111821-HCR	Region 2 - North Central West Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R2-HVAC01-111821-MPM	Region 2 - North Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R2-HVAC02-111821-ADR	Region 2 - North Central West Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R2-HVAC03-111821-MSF	Region 2 - North Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	Region 2 - North Central West Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R2-E02-111821-IFS	Region 2 - North Central West Florida - Electrical
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	Region 2 - North Central West Florida - Roofing/Waterproofing
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R2-PAC02-111821-ACS	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	Region 2 - North Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	Region 2 - North Central West Florida - Civil Construction
Astra Construction Services, LLC	FL-R2-CC02-111821-ACS	Region 2 - North Central West Florida - Civil Construction
Amici Engineering Contractors	FL-R2-CC03-111821-AME	Region 2 - North Central West Florida - Civil Construction
Jewel of the South, Inc.	FL-R3-GC01-111821-JOS	Region 3 - North Central East Florida - General Construction
F.H. Paschen	FL-R3-GC02-111821-FHP	Region 3 - North Central East Florida - General Construction
Place Services, Inc.	FL-R3-GC03-111821-PLA	Region 3 - North Central East Florida - General Construction
JOC Construction, LLC	FL-R3-GC04-111821-LRI	Region 3 - North Central East Florida - General Construction
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	Region 3 - North Central East Florida - General Construction
Johnson-Laux Construction	FL-R3-GC06-111821-JLC	Region 3 - North Central East Florida - General Construction
RAM Construction & Development, LLC	FL-R3-GC07-111821-RAM	Region 3 - North Central East Florida - General Construction
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	Region 3 - North Central East Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R3-HVAC01-111821-MPM	Region 3 - North Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R3-HVAC02-111821-ADR	Region 3 - North Central East Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R3-HVAC03-111821-MSF	Region 3 - North Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	Region 3 - North Central East Florida - Electrical
Advanced Roofing, Inc.	FL-R3-RW02-111821-ADR	Region 3 - North Central East Florida - Roofing/Waterproofing
Astra Construction Services, LLC	FL-R3-PAC01-111821-ACS	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	Region 3 - North Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	Region 3 - North Central East Florida - Civil Construction
Astra Construction Services, LLC	FL-R3-CC02-111821-ACS	Region 3 - North Central East Florida - Civil Construction
Amici Engineering Contractors	FL-R3-CC03-111821-AME	Region 3 - North Central East Florida - Civil Construction
Jewel of the South, Inc.	FL-R4-GC01-111821-JOS	Region 4 - Northeast Florida - General Construction
F.H. Paschen	FL-R4-GC02-111821-FHP	Region 4 - Northeast Florida - General Construction
Place Services, Inc.	FL-R4-GC03-111821-PLA	Region 4 - Northeast Florida - General Construction
JOC Construction, LLC	FL-R4-GC04-111821-LRI	Region 4 - Northeast Florida - General Construction
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	Region 4 - Northeast Florida - General Construction
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	Region 4 - Northeast Florida - General Construction
Johnson-Laux Construction	FL-R4-GC07-111821-JLC	Region 4 - Northeast Florida - General Construction
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	Region 4 - Northeast Florida - General Construction
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	Region 4 - Northeast Florida - General Construction
Astra Construction Services, LLC	FL-R4-GC10-111821-ACS	Region 4 - Northeast Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL- R4-HVAC01-111821-MPM	Region 4 - Northeast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R4-HVAC02-111821-ADR	Region 4 - Northeast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R4-HVAC03-111821-MSF	Region 4 - Northeast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	Region 4 - Northeast Florida - Electrical

DocuSign Envelope ID: 089D171B-A35F-4642-9209-B1D792C4B121

Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	Region 4 - Northeast Florida - Electrical
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	Region 4 - Northeast Florida - Roofing/Waterproofing
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R4-PAC02-111821-ACS	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	Region 4 - Northeast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R4-CC01-111821-AME	Region 4 - Northeast Florida - Civil Construction
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	Region 4 - Northeast Florida - Civil Construction
Astra Construction Services, LLC	FL-R4-CC03-111821-ACS	Region 4 - Northeast Florida - Civil Construction
Jewel of the South, Inc.	FL-R5-GC01-111821-JOS	Region 5 - Central West Florida - General Construction
F.H. Paschen	FL-R5-GC02-111821-FHP	Region 5 - Central West Florida - General Construction
Place Services, Inc.	FL-R5-GC03-111821-PLA	Region 5 - Central West Florida - General Construction
JOC Construction, LLC	FL-R5-GC04-111821-LRI	Region 5 - Central West Florida - General Construction
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	Region 5 - Central West Florida - General Construction
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	Region 5 - Central West Florida - General Construction
Johnson-Laux Construction	FL-R5-GC07-111821-JLC	Region 5 - Central West Florida - General Construction
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	Region 5 - Central West Florida - General Construction
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	Region 5 - Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	Region 5 - Central West Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	Region 5 - Central West Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	Region 5 - Central West Florida - Electrical
Nichols Contracting Inc	FL-R5-E02-111821-NIC	Region 5 - Central West Florida - Electrical
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	Region 5 - Central West Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	Region 5 - Central West Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R5-PAC02-111821-ACS	Region 5 - Central West Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	Region 5 - Central West Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	Region 5 - Central West Florida - Civil Construction
Astra Construction Services, LLC	FL-R5-CC02-111821-ACS	Region 5 - Central West Florida - Civil Construction
Amici Engineering Contractors	FL-R5-CC03-111821-AME	Region 5 - Central West Florida - Civil Construction
Jewel of the South, Inc.	FL-R6-GC01-111821-JOS	Region 6 - Central Florida - General Construction
F.H. Paschen	FL-R6-GC02-111821-FHP	Region 6 - Central Florida - General Construction
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	Region 6 - Central Florida - General Construction
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	Region 6 - Central Florida - General Construction
JOC Construction, LLC	FL-R6-GC05-111821-LRI	Region 6 - Central Florida - General Construction
Place Services, Inc.	FL-R6-GC06-111821-PLA	Region 6 - Central Florida - General Construction
Centennial Contractors Enterprises	FL-R6-GC07-111821-CCE	Region 6 - Central Florida - General Construction
Ovation Construction Company	FL-R6-GC08-111821-OCC	Region 6 - Central Florida - General Construction
Hall Mechanical and Air Conditioning LLC	FL- R6-HVAC01-111821-HMA	Region 6 - Central Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R6-HVAC02-111821-ADR	Region 6 - Central Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R6-HVAC03-111821-MSF	Region 6 - Central Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	Region 6 - Central Florida - Electrical
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	Region 6 - Central Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R6-E03-111821-IFS	Region 6 - Central Florida - Electrical
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	Region 6 - Central Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	Region 6 - Central Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R6-PAC02-111821-ACS	Region 6 - Central Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	Region 6 - Central Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	Region 6 - Central Florida - Civil Construction
Astra Construction Services, LLC	FL-R6-CC02-111821-ACS	Region 6 - Central Florida - Civil Construction
Amici Engineering Contractors	FL-R6-CC03-111821-AME	Region 6 - Central Florida - Civil Construction
Jewel of the South, Inc.	FL-R7-GC01-111821-JOS	Region 7 - Central East Florida - General Construction
F.H. Paschen	FL-R7-GC02-111821-FHP	Region 7 - Central East Florida - General Construction
Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	Region 7 - Central East Florida - General Construction
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	Region 7 - Central East Florida - General Construction
JOC Construction, LLC	FL-R7-GC05-111821-LRI	Region 7 - Central East Florida - General Construction
Place Services, Inc.	FL-R7-GC06-111821-PLA	Region 7 - Central East Florida - General Construction
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	Region 7 - Central East Florida - General Construction
Amici Engineering Contractors	FL-R7-GC08-111821-AME	Region 7 - Central East Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL- R7-HVAC01-111821-HMA	Region 7 - Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL- R7-HVAC02-111821-ADR	Region 7 - Central East Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL- R7-HVAC03-111821-MSF	Region 7 - Central East Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	Region 7 - Central East Florida - Electrical
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	Region 7 - Central East Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R7-E03-111821-IFS	Region 7 - Central East Florida - Electrical
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	Region 7 - Central East Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	Region 7 - Central East Florida - Paving/Asphalt/Concrete

DocuSign Envelope ID: 089D171B-A35F-4642-9209-B1D792C4B121

Astra Construction Services, LLC	FL-R7-PAC02-111821-ACS	Region 7 - Central East Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	Region 7 - Central East Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	Region 7 - Central East Florida - Civil Construction
Astra Construction Services, LLC	FL-R7-CC02-111821-ACS	Region 7 - Central East Florida - Civil Construction
Amici Engineering Contractors	FL-R7-CC03-111821-AME	Region 7 - Central East Florida - Civil Construction
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	Region 8 - North Suncoast Florida - General Construction
Jewel of the South, Inc.	FL-R8-GC02-111821-JOC	Region 8 - North Suncoast Florida - General Construction
F.H. Paschen	FL-R8-GC03-111821-FHP	Region 8 - North Suncoast Florida - General Construction
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	Region 8 - North Suncoast Florida - General Construction
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	Region 8 - North Suncoast Florida - General Construction
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	Region 8 - North Suncoast Florida - General Construction
Centennial Contractors Enterprises	FL-R8-GC07-111821-CCE	Region 8 - North Suncoast Florida - General Construction
JOC Construction, LLC	FL-R8-GC08-111821-LRI	Region 8 - North Suncoast Florida - General Construction
Place Services, Inc.	FL-R8-GC09-111821-PLA	Region 8 - North Suncoast Florida - General Construction
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	Region 8 - North Suncoast Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R8-HVAC01-111821-HMA	Region 8 - North Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	Region 8 - North Suncoast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	Region 8 - North Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R8-E01-11182-ADR	Region 8 - North Suncoast Florida - Electrical
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	Region 8 - North Suncoast Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R8-E03-111821-IFS	Region 8 - North Suncoast Florida - Electrical
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	Region 8 - North Suncoast Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R8-PAC02-111821-ACS	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R8-PAC04-111821-AME	Region 8 - North Suncoast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	Region 8 - North Suncoast Florida - Civil Construction
Astra Construction Services, LLC	FL-R8-CC02-111821-ACS	Region 8 - North Suncoast Florida - Civil Construction
McKenzie Contracting, LLC	FL-R8-CC03-111821-MCL	Region 8 - North Suncoast Florida - Civil Construction
Amici Engineering Contractors	FL-R8-CC04-111821-AME	Region 8 - North Suncoast Florida - Civil Construction
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	Region 9 - South Suncoast Florida - General Construction
Jewel of the South, Inc.	FL-R9-GC02-111821-JOS	Region 9 - South Suncoast Florida - General Construction
F.H. Paschen	FL-R9-GC03-111821-FHP	Region 9 - South Suncoast Florida - General Construction
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	Region 9 - South Suncoast Florida - General Construction
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	Region 9 - South Suncoast Florida - General Construction
Place Services, Inc.	FL-R9-GC06-111821-PLA	Region 9 - South Suncoast Florida - General Construction
JOC Construction, LLC	FL-R9-GC07-111821-LRI	Region 9 - South Suncoast Florida - General Construction
Centennial Contractors Enterprises	FL-R9-GC08-111821-CCE	Region 9 - South Suncoast Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R9-HVAC01-111821-HMA	Region 9 - South Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	Region 9 - South Suncoast Florida - HVAC/Mechanical
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	Region 9 - South Suncoast Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	Region 9 - South Suncoast Florida - Electrical
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	Region 9 - South Suncoast Florida - Electrical
Integrated Fire & Security Solutions, Inc.	FL-R9-E03-111821-IFS	Region 9 - South Suncoast Florida - Electrical
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	Region 9 - South Suncoast Florida - Roofing/Waterproofing
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	Region 9 - South Suncoast Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R9-PAC02-111821-ACS	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	Region 9 - South Suncoast Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	Region 9 - South Suncoast Florida - Civil Construction
Astra Construction Services, LLC	FL-R9-CC02-111821-ACS	Region 9 - South Suncoast Florida - Civil Construction
Amici Engineering Contractors	FL-R9-CC03-111821-AME	Region 9 - South Suncoast Florida - Civil Construction
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	Region 10 - Southern Florida - General Construction
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	Region 10 - Southern Florida - General Construction
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	Region 10 - Southern Florida - General Construction
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	Region 10 - Southern Florida - General Construction
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	Region 10 - Southern Florida - General Construction
Jewel of the South, Inc.	FL-R10-GC06-111821-JOS	Region 10 - Southern Florida - General Construction
F.H. Paschen	FL-R10-GC07-111821-FHP	Region 10 - Southern Florida - General Construction
Place Services, Inc.	FL-R10-GC08-111821-PLA	Region 10 - Southern Florida - General Construction
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	Region 10 - Southern Florida - General Construction
Amici Engineering Contractors	FL-R10-GC10-111821-AME	Region 10 - Southern Florida - General Construction
Johnson-Laux Construction	FL-R10-GC11-111821-JLC	Region 10 - Southern Florida - General Construction
Centennial Contractors Enterprises	FL-R10-GC12-111821-CCE	Region 10 - Southern Florida - General Construction
Hall Mechanical and Air Conditioning, LLC	FL-R10-HVAC01-111821-HMA	Region 10 - Southern Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	Region 10 - Southern Florida - HVAC/Mechanical

DocuSign Envelope ID: 089D171B-A35F-4642-9209-B1D792C4B121

Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	Region 10 - Southern Florida - HVAC/Mechanical
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	Region 10 - Southern Florida - Electrical
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	Region 10 - Southern Florida - Electrical
Solares Electrical Services, Inc.	FL-R10-E03-111821-SES	Region 10 - Southern Florida - Electrical
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	Region 10 - Southern Florida - Roofing/Waterproofing
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	Region 10 - Southern Florida - Roofing/Waterproofing
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Lanzo Construction Co., FL	FL-R10-PAC02-111821-LCC	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Astra Construction Services, LLC	FL-R10-PAC03-111821-ACS	Region 10 - Southern Florida - Paving/Asphalt/Concrete
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	Region 10 - Southern Florida - Paving/Asphalt/Concrete
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	Region 10 - Southern Florida - Civil Construction
Lanzo Construction Co., FL	FL-R10-CC02-111821-LCC	Region 10 - Southern Florida - Civil Construction
Astra Construction Services, LLC	FL-R10-CC03-111821-ACS	Region 10 - Southern Florida - Civil Construction
Amici Engineering Contractors	FL-R10-CC04-111821-AME	Region 10 - Southern Florida - Civil Construction
ezIQC RENEWALS		
Company Name	**Contract Number**	
Innovative Builders of Alexandria, Inc.	MN-NCM-GC01-120518-IBA	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	
Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-RO1-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

Work Order Signature Document

EZIQC Contract No.: FL-R6-GC08-111821-OCC

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	125390.00	Work Order Date:	03/01/2024
Work Order Title:	Cocoa - HT Moore Center Windows and Doors		
Owner Name:	City of Cocoa	Contractor Name:	Ovation Construction, Inc.
Contact:	Brian Dale	Contact:	Michael Provost
Phone:	321.433.8833	Phone:	407-242-5429

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No FL-R6-GC08-111821-OCC.

Brief Work Order Description:

Installation of Historic type windows at HT Moore Center

Time of Performance Estimated Start Date: 05/06/2024
Estimated Completion Date: 06/28/2024

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $270,268.63

Owner Purchase Order Number:

Approvals

Owner Date

Contractor Date

Detailed Scope of Work

To: Michael Provost
Ovation Construction, Inc.
361 S. Central Ave
Oviedo, FL 32765
407-242-5429

From: Brian Dale
City of Cocoa
65 Stone St.
Cocoa, FL 32922
321.433.8833

Date Printed: March 01, 2024

Work Order Number: 125390.00

Work Order Title: Cocoa - HT Moore Center Windows and Doors

Brief Scope: Installation of Historic type windows at HT Moore Center

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached detailed scope of work.

Subject to the terms and conditions of JOC Contract **FL-R6-GC08-111821-OCC**.

Contractor _____ Date _____

Owner _____ Date _____

Contractor's Price Proposal - Summary

Date: March 01, 2024

Re:

IQC Master Contract #:	FL-R6-GC08-111821-OCC
Work Order #:	125390.00
Owner PO #:	
Title:	Cocoa - HT Moore Center Windows and Doors
Contractor:	Ovation Construction, Inc.
Proposal Value:	$270,268.63

Section - 01	**-$49,350.06**
Section - 08	**$319,618.69**
Proposal Total	**$270,268.63**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Detail

Date: March 01, 2024

Re:

IQC Master Contract #:	FL-R6-GC08-111821-OCC
Work Order #:	125390.00
Owner PO #:	
Title:	Cocoa - HT Moore Center Windows and Doors
Contractor:	Ovation Construction, Inc.
Proposal Value:	$270,268.63

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excludes)**			
Section - 01						
1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$4,098.00
				Installation	Quantity 4,098.00 x Unit Price 1.00 x Factor 1.0000 = Total 4,098.00	
					P&P Bond	
2	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-$57,001.99
				Installation	Quantity -57,001.99 x Unit Price 1.00 x Factor 1.0000 = Total -57,001.99	
					Credit to reflect cost savings from local historic window manufacturer.	
3	01 56 26	00 0005		LF	Temporary 6' High Chain Link Fence And Posts, Up To 6 Months	$1,334.68
				Installation	Quantity 200.00 x Unit Price 5.47 x Factor 1.2200 = Total 1,334.68	
					Temp fencing around construction area.	
4	01 71 13	00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	$770.26
				Installation	Quantity 2.00 x Unit Price 315.68 x Factor 1.2200 = Total 770.26	
					1 mobilization for window installation. 1 mobilization for final cleaners.	
5	01 74 19	00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	$1,448.99
				Installation	Quantity 2.00 x Unit Price 593.85 x Factor 1.2200 = Total 1,448.99	
					2 dumpsters for construction debris.	
Subtotal for Section - 01						**-$49,350.06**
Section - 08						
6	08 05 13	00 0057		EA	Removal And Reinstallation Of Wood Door Frame	$619.88
				Installation	Quantity 10.00 x Unit Price 50.81 x Factor 1.2200 = Total 619.88	
					For door fames	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 125390.00
Work Order Title: Cocoa - HT Moore Center Windows and Doors

Section - 08

7	08 17 23 00 0043	EA	Pair 3' x 7' x 1-3/8" Prehung Solid Core, Birch Faced Door									$13,406.21
				Quantity		Unit Price		Factor	=	Total		
			Installation	10.00	x	1,098.87	x	1.2200	=	13,406.21		
			New doors									
8	08 52 11 00 0159	SF	40 SF And Over Architectural And Historic Reproduction Wood Window									$261,521.44
				Quantity		Unit Price		Factor	=	Total		
			Installation	1,288.00	x	166.43	x	1.2200	=	261,521.44		
			Replacing windows.									
9	08 71 11 00 0008	PR	3-1/2" x 3-1/2" Standard Duty, Full Mortise, Ball Bearing, Brass/Bronze, Satin Chrome Finish Hinge									$2,936.05
				Quantity		Unit Price		Factor	=	Total		
			Installation	30.00	x	80.22	x	1.2200	=	2,936.05		
			New hinges for doors									
10	08 71 11 00 2109	EA	3' Push Bar, Rim Type, Exit Device (Von Duprin Series 22)Anodized finish: aluminum or dark brown.									$7,289.50
				Quantity		Unit Price		Factor	=	Total		
			Installation	10.00	x	597.50	x	1.2200	=	7,289.50		
			panic devices for new doors									
11	08 71 11 00 2272	EA	Entrance/Office F41 Pre-Assembled Lockset (Corbin Russwin UT5261)Locked with key outside and push button inside.									$26,146.92
				Quantity		Unit Price		Factor	=	Total		
			Installation	10.00	x	2,143.19	x	1.2200	=	26,146.92		
			lock sets for new doors									
12	08 72 33 00 0019	LF	Vinyl Or Pile Insert, 1-3/8" Width, 1/4" Height, Brass/Bronze, "T" Astragal (Pemko 355BP)									$7,129.19
				Quantity		Unit Price		Factor	=	Total		
			Installation	70.00	x	83.48	x	1.2200	=	7,129.19		
			astragal for new doors. 7 feet per door									
13	08 72 43 00 0014	LF	9" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 2749A)									$569.50
				Quantity		Unit Price		Factor	=	Total		
			Installation	10.00	x	46.68	x	1.2200	=	569.50		
			new thresholds at each door.									

Subtotal for Section - 08 **$319,618.69**

Proposal Total **$270,268.63**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Subcontractor Listing

Date: March 01, 2024

Re:

IQC Master Contract #:	FL-R6-GC08-111821-OCC
Work Order #:	125390.00
Owner PO #:	
Title:	Cocoa - HT Moore Center Windows and Doors
Contractor:	Ovation Construction, Inc.
Proposal Value:	$270,268.63

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

Ovation Construction Company

361 S. Central Ave.
OVIEDO, FLORIDA 32762
(321) 525-3291
steve@ovationinc.net

Collins Museum 155 N. Wilson St. Cocoa, FL 32922

TO: CHARLENE NEUTERMAN
CNEUTERMAN@COCOAFL.GOV

FROM: Ovation Construction Company, Inc.
Steve Pearson, Project Manager

DATE: Febuary 23, 2024

PROJECT #:	LEON AND JEWEL COLLINS MUSEUM
BLD:	Museum
AREA:	Interior/exterior
DESCRIPTION:	46 windows, 46 sash, 130 lites 10 Doors.

SCOPE OF WORK: Provide all labor and materials to complete the following:

Proposal – Build and install 46 windows, 46 sash, 130 lites, and 10 doors replicating the the original windows and doors installed in 1922

General Conditions

- Includes contractor coordination, mobilization, and supervision.
- Includes dumpsters for project related debris. Owner to provide location near the entrance for the dumpster.
- Includes all demolition and equipment.
- Includes daily debris cleanup by subcontractors.
- Includes final cleaning of the jobsite.

Scope of Work to include:

Build Window Sash (Heritage)

Qty: 46 windows, 46 sash, 130 lites including every elevation except the far west newest addition (based on the drawings) -

1. Forty replica 3-lite FIXED windows @ 43" x 98"

2. Two replica 3-lite FIXED window @ 43" x 85"

3. Four 1-lite transoms @ 40" x 60"

JAMB: Build and install fixed in position jamb for historic triple-hung window unit (or casement for the transoms) made from 3/4'' boracared Red Grandis. Includes two sides, top and sill, parting beads, interior stops, and blind stop where applicable. Sides and top include 1/2'' groove for parting bead. Parting bead is 1/2'' by 13/16''. Sides bored for pulleys, prime with wood primer and paint jambs 2 coats. Does not include mechanicals (pulley, ropes, weights, etc.)

SASH: Build and install fixed in position sash for a historic window, commercial application made with mortise and tenon joinery from boracared Red Grandis wood. 1-3/8'' thick with 1 1/4'' muntins. Sand smooth, prime with wood primer, bed and install 1/8" annealed glass, finish glaze with proprietary mildew-resistant glazing putty, hand brush paint 2 coats on interior and exterior of sash.

Includes travel to site, mobilization, demobilization, EPA certified lead paint clean up and containment, and removing current windows from openings.

Engineering:

Description of Services: Obtain sealed drawings from structural engineer necessary for permitting.

Trim:

Description of Services: Including all windows in the scope. Furnish and install boracared Red Grandis for exterior brick mold to match historic style of the window and poplar stock for interior trim. Prime with wood primer, and paint with 2 coats 100% acrylic paint.

10 DOORS - Build (based on the drawings) + install each door + jamb (36 x 80) using

boracared Red Grandis with mortise and tenon joinery which is 1 3/4" thick, prime with wood

primer, paint both interior + exterior with 2 coats of 100% acrylic paint.

HARDWARE - Allowance of $800 per door including hinges, lockset, closers and threshold.

WEATHERSTRIPPING - Install 100 yr. spring bronze weatherstripping along perimeter of

front door.

Includes pressure treated bucking for each door.

QUALIFICATIONS:

- Due to market volatility in the costs of materials this proposal is only valid for 30 days.
- This proposal assumes one mobilization, if multiple mobilization is required, it will require a change order.
- No materials testing is included.
- Work is to be performed during normal working hours; M-F 7am-5pm
- No removal of hazardous materials.
- Does not include any unforeseen conditions.
- Includes 2 dumpsters for construction debris.
- Client to remove all blinds, shutters, drapes or bars prior to work commencing.

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Cocoa
23.h.sc.100.023

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Cocoa hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 23.h.sc.100.023 for the Project "Historic Harry T. Moore Center Restoration Project - Windows and Doors," in the amount of $150,500 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3165A, contained in the 2023 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes.*

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Historic Harry T. Moore Center Restoration Project - Windows and Doors," the public purpose for which these funds were appropriated.

   a) The Grantee shall perform the following **Scope of Work**:

   Grant funds will be used to conduct repairs to the historic Harry T. Moore Center in Cocoa, Florida. Work items will include repair/replacement of thirteen (13) non-historic exterior doors; and repair/replacement of fifty-one (51) non-historic windows. Grant funds will also be used for Architectural/Engineering Services.

   All window and/or door replacements shall be submitted to the Bureau of Historic Preservation for review and approval before any window and/or door replacement work commences.

   All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Provide a copy of the professional architectural/engineering consultant's credentials and a project timeline to the Division for review and approval.	One (1) digital copy of professional architectural/engineering consultant credentials; One (1) project timeline.	$37,625

2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed.	$37,625
3	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed.	$37,625
4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, to the Division for review and approval. In addition, a new/updated FMSF form for the property and executed Restrictive Covenants filed with the County Clerk shall be submitted prior to final payment. Furthermore, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form; One (1) copy of the executed Restrictive Covenants filed with the County Clerk; One (1) Single Audit Form.	$37,625
Totals				**$150,500**

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22 and shall end 06/30/24, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless

Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
Nicole Hu
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6355
Email: Nicole.Hu@dos.myflorida.com

For the Grantee:
Contact: Charlene Neuterman
Address: 65 Stone Street Cocoa Florida 32922
Phone: 321.433.8509
Email:cneuterman@cocoafl.org

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement

   b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services

(DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit https://flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes.*

   a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

   b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

   c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

   d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

   The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**

   Development Projects

   a) All project work must be in compliance with the ***Secretary of the Interior's Standards and Guidelines*** available online at www.nps.gov/tps/standards.htm.

   b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/.

   c) The Grantee and the Property Owner(s), if not the same, shall execute and file Restrictive Covenants with

the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website http://www.dos.myflorida.com/historical/grants/special-category-grants/.

d) Architectural Services

1. All projects shall require contracting for architectural/engineering services.

2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.

e) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design;**

2. Upon completion of **design development and outline specifications**; and

3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

f) For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

g) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be

implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology.*

5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in Chapter 1A-46, *Florida Administrative Code.*

h) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).

b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).

c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).

d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).

e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).

f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).

g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).

h) **Final Report**. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a reduction of the match amount. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 180 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;

b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;

c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;

e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;

f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;

g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;

h) Entertainment, food, beverages, plaques, awards, or gifts;

i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;

k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);

n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);

o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);

p) Accessibility improvements for Religious Properties;

q) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));

r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);

s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);

t) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)

u) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

v) Supplies that will not be consumed in use during the duration of this project;

w) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);

x) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or

research off-site; and

y) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act.* The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes.* Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the

necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

    a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

    b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

    c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

    d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

    a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of

violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.

a) **Procurement of Goods and Services Not Exceeding $35,000.** The Grantee must use the applicable procurement method described below:
   1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code.*
   2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement

document in accordance with Rule 60A-1.002, *Florida Administrative Code.*

b) **Procurement of Goods and Services Exceeding $35,000.** Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes.*

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.

44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

    a) This Agreement

    b) Estimated Project Budget (Attachment A)

    c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By: Alissa Lotane

Alissa Lotane, Division Director

1/24/23

Date

Grantee:

By:

Authorizing Official for the Grantee

Stockton Whitten, City Manager

Typed name and title

1/10/2023

Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Repair/replace thirteen (13) non-historic exterior doors	$35,750	$35,750	$0
Repair/replace fifty-one (51) non-historic windows	$109,775	$109,775	$0
Architectural/Engineering Services	$4,975	$4,975	$0
Totals	**$150,500**	**$150,500**	**$0**

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient 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 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State through the https://dosgrants.com/ grants management system.

B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCESAWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Acquisition, Restoration of Historic Properties Grants, CSFA Number 45.032. Award Amount is $150,500.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

State of Florida

Chief Financial Officer
Department of Financial Services
Bureau of Accounting
200 East Gaines Street
Tallahassee, FL 32399-0354
Telephone: (850) 413-5519 Fax:(850) 413-5550

Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

Taxpayer Identification Number (FEIN): 59-6000292
IRS Name: CITY OF COCOA FLORIDA

Address: 65 STONE ST
COCOA, FL
32922-0000

Business Designation: Government Entity

Certification Statement:
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**

2. **I am not** subject to backup withholding because:
   (a) I am exempt from backup withholding **or**
   (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
   (c) the IRS has notified me that I am no longer subject to backup withholding **AND**

3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: RENA BILLINGS
Preparer's Title: GENERAL ACCOUNTING MANAGER
Phone: 321-433-8622
Email: rbillings@cocoafl.org

Date Submitted: 09/02/2011

DocuSign Envelope ID: AF5F9260-6F2B-481A-9223-0C2BBA7D0CCB

AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #FL-R6-GC08-111821-OCC

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #FL-R6-GC08-111821-OCC, is effective upon the date of the last signature below.

Sourcewell and Ovation Construction Company ("Contractor") have entered into an Indefinite Quantity Construction Contract, Contract Number **FL-R6-GC08-111821-OCC**, with an initial term ending December 28, 2022, and two bilateral options to extend for an additional one-year term ("Contract"). The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The following is adopted as the new CTC for the Contract effective December 29, 2023:

December 2023 - Sourcewell Florida, Central

Pursuant to the Contract, Contractor's Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 29, 2023 through December 28, 2024.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 1/8/2024 | 1:43 PM CST

Ovation Construction Company

DocuSigned by:
By: Michael Provost
0F927FA3D2B543C...
Michael Provost

Title: Vice President

Date: 1/8/2024 | 1:41 PM CST

DocuSign Envelope ID: 9D854CE9-D012-430E-99A9-27C59B87E59F

AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #FL-R6-GC08-111821-OCC

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #FL-R6-GC08-111821-OCC, is effective upon the date of the last signature below.

Sourcewell and Ovation Construction Company ("Contractor") have entered into an Indefinite Quantity Construction Contract, Contract Number **FL-R6-GC08-111821-OCC**, with an initial term ending December 28, 2022, and three bilateral options to extend for an additional one-year term ("Contract"). The parties agree to modify and extend the Contract as stated below.

CONTRACT MODIFICATION

The following is adopted as the new CTC for the Contract effective December 29, 2022:

December 2022 - Sourcewell Florida, Central

Pursuant to the Contract, Contractor's Adjustment Factors remain fixed for the duration of the contract term and are unaffected by this modification.

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period of December 29, 2022 through December 28, 2023.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 12/14/2022 | 1:07 PM CST

Ovation Construction Company

DocuSigned by:
By: Michael Provost
0F927FA3D2B543C...
Michael Provost

Title: Vice President

Date: 12/14/2022 | 12:57 PM CST

DocuSign Envelope ID: 982B9B98-4F7F-4521-9BBF-B0C3F65F1417

Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: FL-R6-GC08-111821-OCC

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Ovation Construction Company,** 361 S. Central Ave. Oviedo, FL 32765 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Region.

I. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of December 29, 2021, or the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **December 28, 2022**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract may be extended up to two additional one-year periods upon request of Sourcewell and with written agreement by the Contractor, not to exceed a total of three years.

II. REGION

The Contractor's Region is as follows: Region 6 - Central Florida.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: **1.2200**.

B. **Other Than Normal Working Hours Projects**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday, and Holidays. The Contractor will perform Tasks during Other

DocuSign Envelope ID: 982B9B98-4F7F-4521-9BBF-B0C3F65F1417

Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: **1.2400**.

C. **Non pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: **1.2850**.

IV. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Michael Provost. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO

Title: Chief Procurement Officer

Date: 1/3/2022 | 3:50 PM CST

Ovation Construction Company

DocuSigned by:
By: Michael Provost
0F927FA3D2B543C...

Michael Provost

Title: Vice President of Operations

Date: 1/3/2022 | 3:04 PM CST

RESOLUTION NO. 2024-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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, at a Regular City Council meeting assembled on the 23rd day of April, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-081-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 04/18/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 144,460	001-0000-334.70-11	GR23HM	Harry T Moore Grant Revenue	$ 0	$ 0	$ 144,460	$ 0
$ 144,460	001-0000-389.99-50	GR23HM	Fund Balance	$ 0	$ 0	$ 144,460	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 288,920	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 288,920	001-3200-515.46-04	GR23HM	Harry T Moore Building Repair & Main	$ 0	$ 0	$ 288,920	$ 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	$ 0
$ 288,920	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City was awarded $150,500 for the Harry T Moore Center window replacement grant which is a 50/50 grant match for a total project of $301,000. In FY23 Design was performed by RZK in the amount of $12,081. This budget adjustment is to put the expense in place FY24 for the contract to Ovation Construction utilizing the Sourcewell Contract FL-R-GC08-111821-COC.
Agenda 24-218 (Budget was rounded up due to 50/50 Match)

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 04/23/24 RESOLUTION #: 2024-041

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

4/18/24	Lora Howell — Digitally signed by Lora Howell Date: 2024.04.18 09:34:03 -04'00'	Dave Radford — Digitally signed by Dave Radford Date: 2024.04.18 10:50:53 -04'00'	
Date	Requestor's Signature	Date	Finance Approval Signature
4/18/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.04.18 09:53:29 -04'00'	Lora Howell — Digitally signed by Lora Howell Date: 2024.04.18 10:09:21 -04'00'	
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature

Date | Finance Director's Signature

Date | City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-211	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/11/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approve Ordinance on Second Reading updating Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment of the City Code. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Impoundment of Illegally Parked Vehicles.pdf Business Impact Estimate Cocoa (Ordinance 03-2024) 4-11-24.pdf Legal Ad Proof.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 11, 2024
Agenda Date: April 23, 2024
Prepared By: Anthony Garganese, City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
Approve Ordinance on Second Reading updating Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment of the City Code.

BACKGROUND:

Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment, regulates the circumstances under which the police department is authorized to remove a vehicle from the street and impound said vehicle. City staff desires to install no overnight parking and towing signs at Lee Wenner Park. Based on the review of existing Florida Statutes and the City Code, the City Attorney recommended that the City Code be amended to address Staff's primary objective and update several related provisions of Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment.

The proposed revisions to the City Code include:

1. Adding several circumstances when law enforcement can tow and impound vehicles on public streets and property:

a. When any vehicle remains parked on a public street when such parking is prohibited by law or in violation of an official sign or an official traffic control device authorized to be installed or

posted on the public street by the traffic engineer.

b. When any vehicle remains parked on public property during times when such parking is prohibited by an official sign or official traffic control device authorized to be installed or posted on the public property by the traffic engineer.

c. When any law enforcement officer reasonably believes that an unoccupied vehicle parked on a public street or public property is subject to five (5) or more unpaid recorded parking citations.

d. When any law enforcement officer determines a vehicle is abandoned as that term is defined by F.S., chapter 705, and located on public property may be impounded by a law enforcement officer in accordance with the procedures established by F.S., chapter 705.

e. When any vehicle parked on a public street or public property does not display a current valid license tag required by law for the particular vehicle.

2. Establishing a definition of vehicle consistent with Florida Statutes related to towing and impounding vehicles and vessels on private property:

a. “Vehicle” means any mobile item which normally uses wheels, whether motorized or not.

b. “Vessel” means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in s. 327.02.

3. Establishing requirements for towing signs on public property based substantially on the statutory requirements for towing vehicles on private property. As such, the sign required by the City Code must be prominently placed at each driveway access or curb cut allowing vehicular access to the property. If there are no curb cuts or access barriers, the signs must be posted not fewer than one sign for each 25 feet of lot frontage. The notice must clearly indicate the applicable parking restriction, and in not fewer than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words “tow-away zone” must be included on the sign in not fewer than 4-inch high letters. The sign must also provide the name and current telephone number of the person or firm towing or removing the vehicle, or provide a statement that the vehicle impoundment location can be obtained by contacting the Cocoa Police Department at a current telephone number stated on the sign.

4. Clarifying that the charge for towing or impoundment and removal of any such vehicle from public property and storage charges shall be fixed by contractual arrangements between the City and private business firms for the towing and storage of impounded vehicles. The contracts and fees charged by such firms for the towing and storage of impounded vehicles shall be approved by the city manager.

5. Clarifying the notice requirements by law enforcement.

STRATEGIC PLAN CONNECTION:

Promoting the good and safe management and use of public property and streets for their intended purposes.

BUDGETARY IMPACT:

No direct budgetary impact with the exception that there will be a nominal cost to produce the towing signage required on public property when deemed necessary by the City traffic engineer.

PREVIOUS ACTION:

Based on the legislative history note on Municode, the Council has regulated vehicle impoundment on streets since at least 1963, and these regulations have been modified few times over the years. The proposed ordinance is an update to existing parking and impoundment regulations established by Council.

RECOMMENDED MOTION:

Approve Ordinance amending Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment

ORDINANCE NO. 03-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 20, ARTICLE III, DIVISION 2, OF THE CITY CODE REGARDING VEHICLE IMPOUNDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, regulating traffic and parking are valid exercises of a municipality's home rule powers. *Gate City Garage, Inc. v. City of Jacksonville*, 66 So. 2d 653 (Fla. 1953); *Chase v. City of Sanford*, 54 So. 2d 370 (Fla. 1951) (off-street and on-street parking facilities maintained by a municipality may be regarded as part of a general scheme, in the exercise of police power, to control and regulate traffic therein); and

WHEREAS, Chapter 20, *Traffic*, Article III, *Stopping, Standing and Parking*, Division 2, *Vehicle Impoundment*, regulates the circumstances under which the police department is authorized to remove a vehicle from the street and impound said vehicle; and

WHEREAS, the City desires to modify Chapter 20, Traffic, Article III, Stopping, Standing and Parking, Division 2, Vehicle Impoundment, to provide for additional circumstances under which the police department is authorized to remove vehicles from public property; and

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

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

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

Section 2. **Text Amendment.** The City of Cocoa Code of Ordinances, Chapter 20, Article III, Division 2, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Chapter 20, Article III, Division 2. It is intended that the text in Chapter 20, Article III, Division 2, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

Chapter 20 – TRAFFIC

* * *

ARTICLE III. – STOPPING, STANDING AND PARKING

* * *

DIVISION 2. – VEHICLE IMPOUNDMENT

Sec. 20-79. – When vehicle may be impounded.

Any law enforcement officer ~~Members of the police department are~~ is hereby authorized to cause ~~remove a vehicle from the street~~ any vehicle or vessel (as those terms are defined by s. 715.07, Fla. Stat., and hereinafter together referred to as "vehicle") to be impounded and removed from any street or other public property within the City to a place of safety or designated storage facility by use of the next obtainable towing company ~~rotation wrecker service~~, or in extreme circumstances, the quickest reasonable means available under the following circumstances:

(1) When a vehicle is left unattended upon any bridge, causeway tunnel or viaduct, or in any subway, where such vehicle constitutes an obstruction to traffic.
(2) When a vehicle upon a street is so disabled as to constitute an obstruction to traffic, or the person in charge of the vehicle is, by reason of physical injury, incapacitated to such an extent as to be unable to provide for its custody and removal.
(3) When a vehicle is found being operated upon the streets and is not in proper condition.
(4) When any vehicle is left unattended upon a street and is so parked illegally as to constitute a definite hazard or obstruction to the normal flow or movement of traffic.
(5) When any vehicle is left unattended upon a street continuously for more than twenty-four (24) hours and may be presumed to be abandoned.
(6) When the driver of such vehicle is taken into custody by the police department and such vehicle would thereby be left unattended upon a street.
(7) When removal is necessary in the interest of public safety because of fire, flood, storm or other emergency reason.
(8) When any vehicle is parked on a street or public property that has been temporarily closed by the city due to a special event, parade, or any other circumstance.
(9) When any vehicle remains parked on a public street when such parking is prohibited by law or in violation of an official sign or an official traffic control device authorized to be installed or posted on the public street by the traffic engineer.
(10) When any vehicle remains parked on public property during times when such parking is prohibited by an official sign or official traffic control device authorized to be installed or posted on the public property by the traffic engineer. The sign required by this subsection must be prominently placed at each driveway access or curb cut allowing vehicular access to the property. If there are no curb cuts or

access barriers, the signs must be posted not fewer than one sign for each 25 feet of lot frontage. The notice must clearly indicate the applicable parking restriction, and in not fewer than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not fewer than 4-inch high letters. The sign must also provide the name and current telephone number of the person or firm towing or removing the vehicle, or provide a statement that the vehicle impoundment location can be obtained by contacting the Cocoa Police Department at a current telephone number stated on the sign.

(11) When any law enforcement officer reasonably believes that an unoccupied vehicle parked on a public street or public property is subject to five (5) or more unpaid recorded parking citations.

(12) When any law enforcement officer determines a vehicle is abandoned as that term is defined by F.S., chapter 705, and located on public property may be impounded by a law enforcement officer in accordance with the procedures established by F.S., chapter 705.

(13) When any vehicle parked on a public street or public property does not display a current valid license tag required by law for the particular vehicle.

Sec. 20-80. - Impounding, storage charges prerequisite to release of impounded vehicle.

No vehicle impounded under this division ~~in an authorized garage as herein provided~~ shall be released therefrom until the charges for towing such vehicle to the place of safety or designated storage facility ~~into the garage~~, and storage charges have been paid. The charge for towing or impoundment and removal of any such vehicle and storage charges shall be ~~fixed~~ established by contractual arrangements between the City and private business firms for the towing and storage of impounded vehicles. The contracts and fees charged by such firms for the towing and storage of impounded vehicles shall be approved by the city manager. ~~the police chief and shall be posted for public inspection in the office of the police department and in any authorized garage.~~

Sec. 20-81. - Notice of vehicle impounding.

When ~~an~~ a law enforcement officer impounds and removes a vehicle from the street or public property as authorized in section 20-79, and the registered owner's name and address is known, the officer will make a good faith effort to notify the registered owner as to the whereabouts of the vehicle and the circumstances under which it was towed. In any event, the officer will justify the necessity in a written report, documenting the vehicle contents (if accessible) on a tow/inventory report. The notice shall be given to the registered owner by mail within a reasonable time. Officers will follow policy set forth by the city police department regarding towed and impounded vehicles.

* * *

Section 3. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of the City of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical,

and like errors may be corrected and additions, alterations, and omissions not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

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

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

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

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: April 23, 2024
Ordinance Number: XX-2024
Posted To Webpage: March 18, 2024

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

> [An Ordinance of the City Council of the City of Cocoa, Brevard County, Florida, amending Chapter 20, Article III, Division 2, of the City Code regarding vehicle impoundment; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.]

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

__ b. Sections 190.005 and 190.046;

__ c. Section 553.73, relating to the Florida Building Code; or

__ d. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

[The proposed revisions to the City Code include:

1. Adding several circumstances when law enforcement can tow and impound vehicles on public streets and property:

a. When any vehicle remains parked on a public street when such parking is prohibited by law or in violation of an official sign or an official traffic control device authorized to be installed or posted on the public street by the traffic engineer.

b. When any vehicle remains parked on public property during times when such parking is prohibited by an official sign or official traffic control device authorized to be installed or posted on the public property by the traffic engineer.

c. When any law enforcement officer reasonably believes that an unoccupied vehicle parked on a public street or public property is subject to five (5) or more unpaid recorded parking citations.

d. When any law enforcement officer determines a vehicle is abandoned as that term is defined by F.S., chapter 705, and located on public property may be impounded by a law enforcement officer in accordance with the procedures established by F.S., chapter 705.

e. When any vehicle parked on a public street or public property does not display a current valid license tag required by law for the particular vehicle.

2. Establishing a definition of vehicle consistent with Florida Statutes related to towing and impounding vehicles and vessels on private property:

a. “Vehicle” means any mobile item which normally uses wheels, whether motorized or not.

b. “Vessel” means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in s. 327.02.

3. Establishing requirements for towing signs on public property based substantially on the statutory requirements for towing vehicles on private property. As such, the sign required by the City Code must be prominently placed at each driveway access or curb cut allowing vehicular access to the property. If there are no curb cuts or access barriers, the signs must be posted not fewer than one sign for each 25 feet of lot frontage. The notice must

clearly indicate the applicable parking restriction, and in not fewer than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words “tow-away zone” must be included on the sign in not fewer than 4-inch-high letters. The sign must also provide the name and current telephone number of the person or firm towing or removing the vehicle or provide a statement that the vehicle impoundment location can be obtained by contacting the Cocoa Police Department at a current telephone number stated on the sign.

4. Clarifying that the charge for towing or impoundment and removal of any such vehicle from public property and storage charges shall be fixed by contractual arrangements between the City and private business firms for the towing and storage of impounded vehicles. The contracts and fees charged by such firms for the towing and storage of impounded vehicles shall be approved by the city manager.

5. Clarifying the notice requirements by law enforcement.]

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (*fill out subsections a-c as applicable, if not applicable write “not applicable”)*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:
There are no direct compliance costs that businesses may reasonably incur as a result of this Ordinance.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
There are no new charges or fees on businesses as a result of this Ordinance.

(c) An estimate of the City of Cocoa’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
There are no revenues that will be assumed as a result of this Ordinance. The only costs incurred as a result of this Ordinance is the expense of signage informing the public of the new Ordinance.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:
There are no businesses likely to be impacted by this Ordinance.

Part IV. Additional Information the City Council may find useful (if any):
N/A

This Business Impact Estimate may be revised following its initial posting.

Ad Preview

Ad#10031128 04/03/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
April 23, 2024

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, April 23, 2024, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

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

ORDINANCE NO. 03-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 20, ARTICLE III, DIVISION 2, OF THE CITY CODE REGARDING VEHICLE IMPOUNDMENT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTEN ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marsenault@cocoafl.gov), or by telephone by calling (321) 433-8488.

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:

Monica Arsenault, City Clerk, 65 Stone Street, Cocoa (321) 433-8488.

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

Dated this the 29th day of March, 2024.

Monica Arsenault, CMC, City Clerk

Legislation Details (With Text)

File #:	24-233	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	4/19/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove. (City Planner)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10085412.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 19, 2024
Agenda Date: April 23, 2024
Prepared By: Lucilene Ribeiro - Planner
Through: Stockton Whitten, City Manager
Requested Action:
Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove.

BACKGROUND:

The proposed Lakes at Cocoa Grove project is located north of State Road 528 (Beachline) and east of Interstate 95. The Lakes at Cocoa Grove includes one parcel of land identified by the Brevard County Property Appraiser as parcel identification number 24-35-10-00-3. The proposed project will be accessed through two access points, one on the north side of the property through an extension of Bahia Street and one on the east side of the property through an extension of Osage Street/Angelica Street.

The proposed Lakes at Cocoa Grove subdivision contains 246.43 gross acres, of which 215.58 are proposed for development. The remaining 30.85 acres will be placed into a conservation easement as shown in the Preliminary Plat. This project is proposed to include 350 detached single-family dwelling units, which will be completed in four phases. The project is consistent with the prior agreements between the current and previous owners and the City.

On February 13, 2024, the City approved a Preliminary Subdivision and a Large Scale Site Plan consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove

The final plat has been under review by the Planning & Zoning and City staff, the Assistant City Attorney, and Southern Surveying on behalf of the City for consistency with Chapter 18 Subdivisions of the City of Cocoa Code and with Appendix A Zoning of the City of Cocoa Code and will be finalized by the next May 14, 2024, City Council quorum.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

- **January 1, 2008:** Stipulated Settlement Agreement between Brevard County and the City of Cocoa recorded in Brevard County Records
- **October 16, 2019:** Settlement Implementation Agreement between City of Cocoa Virgin Trains USA Florida, LLC recorded in Brevard County Records
- **February 26, 2020:** Rezone the property to RU-1-7
- **May 23, 2023:** Brevard County Board of County Commissioners selected the Osage/Angelica access route to the project
- **December 19, 2023:** Amended and Restated Settlement Implementation Agreement between City of Cocoa and Mountain Cove Homes at Lakes at Cocoa Grove, LLC approved
- **February 13, 2024.** Planning and Zoning Board recommended approval to City Council

RECOMMENDED MOTION:

Request to postpone consideration for approval of a Final Subdivision Plat consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Lakes at Cocoa Grove.

LocaliQ
Florida
GANNETT

Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	04/17/2024
Order Number:	10085412
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	107.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	04/19/2024 - 04/19/2024	Public Notices
BRE floridatoday.com	1	04/19/2024 - 04/19/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$223.49
Tax Amount	$0.00
Service Fee 3.99%	$8.92
Cash/Check/ACH Discount	-$8.92
Payment Amount by Cash/Check/ACH	$223.49
Payment Amount by Credit Card	$232.41

Order Confirmation Amount	**$223.49**

Ad Preview

Ad#10085412 4/19/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING
THE COCOA CITY COUNCIL
PROPOSES TO CONSIDER THE
FOLLOWING:

PZ-21-00100002- Final Plat Approval (Lakes at Cocoa Groves)

A. Consideration of a Final Plat pursuant to Chapter 18 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
April 23, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.org.

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 BOA, P&Z Board/LPA or 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.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Legislation Details (With Text)

File #:	24-237	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/22/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approve on Second and Final Reading an Ordinance authorizing the inclusion of the Winward Preserve and Lakes at Cocoa Grove projects located within the City of Cocoa into the Brevard County District 1 Road and Bridge Municipal Service Taxing Unit. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 04-2024.pdf Legal Ad.pdf Business Impact Estimate - MSTU.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 22, 2024
Agenda Date: April 23, 2024
Prepared By: Kristin Eick, Assistant City Attorney
Through: Anthony Garganese, City Attorney
Requested Action:
Approve on Second and Final Reading an Ordinance authorizing the inclusion of the Winward Preserve and Lakes at Cocoa Grove projects located within the City of Cocoa into the Brevard County District 1 Road and Bridge Municipal Service Taxing Unit.

BACKGROUND:

On January 26, 2024, the City Council of the City of Cocoa entered into an Interlocal Agreement with Brevard County, Florida, recorded in the Official Records of Brevard County, Book 9978, Page 1677, whereby the City has agreed to consent to and authorize the inclusion of certain lands lying within the City of Cocoa in a Municipal Service Taxing Unit (“MSTU”) established by Brevard County, known as the Brevard County District 1 Road and Bridge MSTU, for the purpose of funding improvements to County-owned and maintained facilities in the immediate area of those certain lands as described herein.

The proposed Ordinance is in furtherance of the commitment made by the City Council in the Interlocal Agreement. The lands are generally known as the Winward Preserve and Lakes at Cocoa Grove projects.

Pursuant to Section 125.01(1)(q), Florida Statutes, the County is required to obtain the City Council’s

consent, by ordinance, to operate a County MSTU within the incorporated area of the municipality, and this Ordinance, and the above-referenced Interlocal Agreement, are in furtherance of satisfying this statutory requirement.

The subject properties will benefit from the improvements provided through the MSTU, including improvements to County roadways and drainage infrastructure within the City which is anticipated to be affected by new development and growth.

STRATEGIC PLAN CONNECTION:

The Intergovernmental Coordination Element of the Comprehensive Plan and Chapter 163, Florida Statutes, encourage local governments to cooperate on the basis of mutual advantage to provide services that will influence the needs of local communities.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

January 26, 2024, the City Council of the City of Cocoa entered into an Interlocal Agreement with Brevard County, Florida, recorded in the Official Records of Brevard County, Book 9978, Page 1677 agreeing to adopt an Ordinance within 60 days to include the subject property into the MSTU.

The City Council voted to approve this item on First Reading at the February 27, 2024 City Council Meeting.

RECOMMENDED MOTION:

Approve on Second and Final Reading an Ordinance authorizing the inclusion of the Winward Preserve and Lakes at Cocoa Grove projects located within the City of Cocoa into the Brevard County District 1 Road and Bridge Municipal Service Taxing Unit.

ORDINANCE NO. 04-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; CREATING A NEW ARTICLE IV, DIVISION 1, OF CHAPTER 19, *TAXATION*, OF THE CITY OF COCOA CODE OF ORDINANCES; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED WITHIN THE CITY IN THE DISTRICT 1 ROAD AND BRIDGE MUNICIPAL SERVICE TAXING UNIT, CREATED AND ESTABLISHED BY BREVARD COUNTY, FLORIDA; PROVIDING IDENTIFICATION OF PROPERTY WITHIN THE CITY OF COCOA AUTHORIZED FOR INCLUSION IN SAID UNIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, on January 26, 2024, the City Council of the City of Cocoa entered into an Interlocal Agreement with Brevard County, Florida, recorded in the Official Records of Brevard County, Book 9978, Page 1677, whereby the City has agreed to consent to and authorize the inclusion of certain lands lying within the City of Cocoa in a Municipal Service Taxing Unit ("MSTU") established by Brevard County, known as the Brevard County District 1 Road and Bridge MSTU, for the purpose of funding improvements to County-owned and maintained facilities in the immediate area of those certain lands as described herein; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has the authority to establish a Municipal Service Taxing Unit pursuant to Section 125.01(1)(q), Florida Statutes, and other controlling law; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, the County is required to obtain the City Council's consent, by ordinance, to operate a County MSTU within the incorporated area of the municipality, and this Ordinance, and the above-referenced Interlocal Agreement, are in furtherance of satisfying this statutory requirement; and

WHEREAS, properties within the City of Cocoa will benefit from the improvements provided through the MSTU, including improvements to County roadways and drainage infrastructure within the City which is anticipated to be affected by new development and growth; and

WHEREAS, the properties within the City of Cocoa which shall be included in the District 1 Road and Bridge MSTU are depicted and described on Exhibit "A," which is attached to this Ordinance and incorporated herein by this reference; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, local governments are encouraged to cooperate on the basis of mutual advantage to provide services that will influence the needs of local communities; and

WHEREAS, the City Council of the City of Cocoa enacts this Ordinance pursuant to the Interlocal Agreement between the City and Brevard County to ensure that the high quality of life available to citizens of the City and County is protected and maintained; and

WHEREAS, the City Council of the City of Cocoa finds that it is appropriate and in the best interest of the public to authorize Brevard County to levy and collect taxes from the affected property owners within the City of Cocoa as identified herein and in the Interlocal Agreement to fund infrastructure improvements as identified by the County along the routes described in said Interlocal Agreement; and

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

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

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

Section 2. Code Amendment. Chapter 19, *Taxation*, is hereby amended to add a new Article IV, Division 1 as follows: (underlined type indicates additions to the City Code and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Ordinance of text existing in Chapter 19. It is intended that the text in Chapter 19 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Chapter 19 – TAXATION

* * *

ARTICLE IV. –MUNICIPAL SERVICE TAXING UNITS

DIVISION 1. – DISTRICT 1 ROAD AND BRIDGE MUNICIPAL SERVICE TAXING UNIT

Sec. 19-47. – Approval of Inclusion of Certain Properties in Brevard County District 1 Road and Bridge Municipal Service Taxing Unit.

Pursuant to Ordinance No. __-2024 ("Ordinance"), the City Council of the City of Cocoa, Florida, hereby approves and authorizes the inclusion of certain properties within the City limits

into Brevard County's District 1 Road and Bridge Municipal Service Taxing Unit ("District 1 Road and Bridge MSTU") boundaries, said properties more fully depicted and described as set forth in Exhibit "A" of the Ordinance. [Exhibit "A" not codified]. The City Council further consents to any ad valorem tax levy on real and tangible personal property within the City of Cocoa by Brevard County at a rate established and adopted annually by the District 1 Road and Bridge MSTU, beginning with Tax Year 2024, for the services provided by said MSTU, provided however, that the ad valorem tax levy shall not exceed the amount of 1 mill annually without prior approval of the City Council.

Sec. 19-48. – Term.

This Division and the consent for inclusion of those certain properties within the City limits described in Exhibit "A" of this Ordinance within the District 1 Road and Bridge MSTU shall remain in full force and effect for a term of 30 years, which shall be automatically renewed to coincide with the duration of the Interlocal Agreement with Brevard County, Florida, dated January 26, 2024, recorded in the Official Records of Brevard County, Book 9978, Page 1677.

* * *

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

Section 4. Incorporation into Code. This Ordinance shall be incorporated into the Cocoa City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective upon adoption by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter.

[Signature Page to Follow]

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Approved as to legal form and sufficiency

For the City of Cocoa only:

_____

Anthony A. Garganese, City Attorney

Legal Ad: **04/03/2024**

First Reading: **02/27/2024**

Second Reading: **04/23/2024**

EXHIBIT A

SUBJECT PROPERTIES

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

04/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/03/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$184.16	
Order No:	10031145	# of Copies:
Customer No:	1127247	1
PO #:	ORD NO. 04-2024	

THIS IS NOT AN INVOICE!

Ad#10031145 04/03/2024
CITY OF COCOA
NOTICE OF PUBLIC HEARING
April 23, 2024

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, April 23, 2024, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.
The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 04-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; CREATING A NEW ARTICLE IV, DIVISION 1, OF CHAPTER 19, TAXATION, OF THE CITY OF COCOA CODE OF ORDINANCES; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED WITHIN THE CITY IN THE DISTRICT 1 ROAD AND BRIDGE MUNICIPAL SERVICE TAXING UNIT, CREATED AND ESTABLISHED BY BREVARD COUNTY, FLORIDA; PROVIDING IDENTIFICATION OF PROPERTY WITHIN THE CITY OF COCOA AUTHORIZED FOR INCLUSION IN SAID UNIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.
Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.
Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (marsenault@cocoafl.gov), or by telephone by calling (321) 433-8488.
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:
Monica Arsenault, City Clerk, 65 Stone Street, Cocoa (321) 433-8488.
Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 29th day of March, 2024.

Monica Arsenault, CMC, City Clerk

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: _February 27, 2024 and April 23, 2024_
Ordinance Number: __04-2024_____
Posted To Webpage: _____

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

ORDINANCE NO. 04-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; CREATING A NEW ARTICLE IV, DIVISION 1, OF CHAPTER 19, *TAXATION*, OF THE CITY OF COCOA CODE OF ORDINANCES; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED WITHIN THE CITY IN THE DISTRICT 1 ROAD AND BRIDGE MUNICIPAL SERVICE TAXING UNIT, CREATED AND ESTABLISHED BY BREVARD COUNTY, FLORIDA; PROVIDING IDENTIFICATION OF PROPERTY WITHIN THE CITY OF COCOA AUTHORIZED FOR INCLUSION IN SAID UNIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are <u>not</u> required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not

limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;

__ b. Sections 190.005 and 190.046;

__ c. Section 553.73, relating to the Florida Building Code; or

__ d. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

On January 26, 2024, the City Council of the City of Cocoa entered into an Interlocal Agreement with Brevard County, Florida, recorded in the Official Records of Brevard County, Book 9978, Page 1677, whereby the City has agreed to consent to and authorize the inclusion of certain lands lying within the City of Cocoa in a Municipal Service Taxing Unit ("MSTU") established by Brevard County, known as the Brevard County District 1 Road and Bridge MSTU, for the purpose of funding improvements to County-owned and maintained facilities in the immediate area of those certain lands as described herein. The ordinance applies only to residential property and not to commercial property.

Part II.

Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

The MSTU may impose ad valorem taxes upon affected residential property within its boundaries for the purpose of funding improvements to County-owned and maintained facilities, namely roadway and drainage infrastructure, that will be impacted by the new development and growth on the affected property. Private businesses, namely the respective developers of the private property included within the boundaries of the MSTU, will be affected by the ad valorem taxes imposed by the County prior to the sale of the land

to individual homeowners. As provided in the Interlocal Agreement between Brevard County, Florida and the City of Cocoa, Florida, recorded in the Official Records of Brevard County, Book 9978, Page 1677, the County shall be responsible for establishing and governing the assessment of the MSTU at a rate adopted annually as part of the County's annual budget. However, by opting into the MSTU, the City may not levy an annual ad valorem millage rate that would exceed the ten (10) mill cap for municipal purposes when combined with the District 1 Road and Bridge MSTU's annual ad valorem millage rate unless otherwise provided by law. Accordingly, the City cannot estimate direct compliance costs for the affected developers as they will be determined by the County during their budget process as well as the length of time during which the developer continues to remain the owner of such residential property prior to sale to individual homeowners.

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

No new charges or fees will be imposed. The MSTU creates a taxing unit that may impose annual ad valorem taxes on the real property within its boundaries.

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The City of Cocoa will not incur regulatory costs. The City of Cocoa is merely required by law to consent to the inclusion of property located within the City in the County MSTU.

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance:

Only the private developers of the Windward Preserve and Lakes at Cocoa Grove residential subdivision projects will be affected.

Part IV. Additional Information the City Council may find useful (if any):

_____
_____
_____
_____

This Business Impact Estimate may be revised following its initial posting.

Legislation Details (With Text)

File #:	24-165	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	3/26/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 215 Riverside Dr, be reduced to $50,000.00 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Summary.pdf LR App.pdf LR Staff Report.pdf Cost Aff -215.pdf BCPAO.pdf Reg Agt.pdf 2. Rpt NOH.pdf 2. Rpt NOH.pdf BCPAO(2).pdf 2023 DL.pdf 5. Order.pdf BCPAO(2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2024.
Agenda Date: April 23, 2024.
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 215 Riverside Dr, be reduced to $50,000.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 23-767

In general, Section 6-707 of the City Code provides that the City considers the following factors when reviewing a code lien reduction application:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;
(3) The accrued amount of the code enforcement fine or lien;
(4) Any previous or subsequent code violations;
(5) Any financial hardship; and
(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

After a recommendation has been rendered by the code enforcement board, the city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied. The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien. If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

The Code Enforcement Board held a public hearing on **8/17/2023**, at which time the Board found the owner, **Parkside Properties LLC** in **repeat** violation of the following:

- **Permit Required App. A Art. 15 Sec. 2(a)**

This was a repeat violation and the Code Enforcement Board found the owner in violation and issued an order imposing penalty on a repeat violation on **August 17, 2024**.

The lien ran at **$500.00** per day from **7/5/2023** until compliance was achieved on **12/27/2023**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$87,510.00**.The current owner, **Parkside Properties LLC**, is requesting that the lien be reduced to **Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is an apartment rental**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **17**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, March 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$903,650** according the Brevard County Property Appraiser as **Low Rise Apartments**.

Staff submits their cost sheet and the in the total amount of **$2,531.34**

Staff's recommendation is that the fine/lien be reduced to **$2,531.34** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting March 21, 2024, recommended that the lien be reduced to $50,000.00

RECOMMENDED MOTION:

Approve the Code Enforcement Lien for the property located at 215 Riverside Dr., be reduced to $50,000.00 as recommended by the Code Enforcement Board.

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

CE 22-767 – 215 Riverside Dr City Council Summary:

This case was cited on **July 5, 2023**. It was cited as a repeat offense for **Permit Required, App. A Art. XV Sec. 2 (a)**

The Code Enforcement Board held a public hearing on **August 17, 2023** at which point staff presented evidence and testimony of the violations.

The property owner was not present at the hearing at which a point an order imposing penalty on a repeat violation was issued with the fines beginning **July 5, 2023** until compliance was met on **December 27, 2023** and ran at **$500.00 per day**.

The current property owner via the Brevard County Property Appraiser is **Parkside Properties LLC** and property ownership has not changed throughout the life of the case. All correspondence was sent to **3133 Corrine Dr Orlando FL, 1860 Chippewa Trl Maitland FL** and posted to the property in violation at 215 Riverside Dr, in accordance with F.S. 162.12 for service of process.

The total fine amount balance is: **$87,510.00**

The current market value of the property is: **$903,650.00**

The Owner requested the lien be reducted to: **Cost of Staff**

Length of time it took to achieve compliance: **Approx 5 Months**

On **March 21, 2024** the Code Enforcement Board voted the lien be reducted to: **$50,000.00**

- The property owner's attorney (Jay Thakkar) argues the notices were not sent to the owner's correct address. Correspondence was sent to the address on file with the property appraiser and listed registered agents via SunBiz. The property appraiser's listed mailing address changed to PO Box 10250 Portland ME 04104 sometime between August 17, 2023 and December 27, 2023. Supporting evidence was provided and explained to the property owner and Mr. Thakkar (attorney).

- This case was a repeat violation therefore fines began accuring on the date the violation was observed (July 5, 2023). The property was previously found in violation of permit required on **April 18, 2019.**

- Permit Required Violation resulted from unpermitted alterations to plumbing, windows, and exterior walls.

- This is a low-rise apartment rental and Mr. Thakkar has stated the owner intends to sell.

Application # CE - 23 - 767

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
FEB 15 2024
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 02/15/2024

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): GMTB Law, P.A.

Name: Jay R. Thakkar, Esq.

Mailing Address: 96 Willard St., Suite 302

City: Cocoa State: FL Zip Code: 32922

Phone #: (321) 639-1320 ext. 115 Fax #: (321) 639-9950

Mobile #: (407) 733-1601 E-mail: jay@gmtblaw.com; dale@gmtblaw.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Parkside Properties, LLC

Name:

Mailing Address: P.O. Box 10250

City: Portland State: ME Zip Code: 04104

Phone #: (207) 874-0700 Fax #:

Mobile #: (207) 450-0370 E-mail: classactspropertymanagement@yahoo.com

4. **Information for property on which lien occurs:**

Street Address and Location: 215 Riverside Drive, Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 3 3 - 8 1 - 0 0 0 0 0 . 0 -

0 0 0 8 . 0 and 24-36-33-82-*-13.02

Tax Account Number:

2 4 2 6 3 7 6

Existing Use(s) on Property: Rental Property

Proposed Use(s) on Property: N/A

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? No

Nature of Violation(s): Permit Required App A Art. XV Sec 2 (a)

Date Fine or Lien Imposed: 07/05/2023 Amount of Fine: $87,510.00 (Fixed Lien) per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 12/27/23

5. **Please provide the following information:**

Code enforcement case number: CE 23-767

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 175 days

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? N/A

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
Applicant was unaware of the violations, especiallly related to a repeat violation caused by not pulling the appropriate permits.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

See above.

Amount you are requesting that the lien be reduced to: Actual cost that the City of Cocoa incurred.

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

See attached as Exhibit "A".

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

N/A

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Jay R. Thakkar being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

DALE C. TAYLOR
MY COMMISSION EXPIRES OCTOBER 15, 2025
#HH 175268
Bonded thru Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15th day of February, 20 24

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

EXHIBIT
"A"

	A	B	C
1	215 Riverside Drive		
2	Cocoa, Florida		
3			
4	**Capital Expenses**	Work performed from May 2018 thru July 2021	
5			
6	PRC Roofing	Main House	$31,537
7	One Tree Service	6 trees removed close to building	$5,000
8	Massey Pest	Balloon Main&Carriage House for termites	$8,600
9	TLC Engineering	Engineer/design rear egress	$5,200
10	Skyline Builders	Replace 3 story rear egress	$30,485
11	Craftman Electric	Electrical Upgrades	$1,918
12	Skyline Builders	Replace frt windows w/hurricane	$21,513
13	The Handyman	Carpentry services 5/18-5/20 hallways, exterior, remodel units 2.3.4.5.6.7.8.9.10.12	$150,625
14	Tropical Door	New 16' garage door and opener	$2,900
15	Caslin Painting	Paint ext of Main and Carriage Houses	$16,975
16	Superior Sheds	Storage shed for property	$3,664
17	Skyline Builders	Carriage House Roof	$12,010
18	Sunny Concrete	Replace walkway, repair front steps	$4,000
19	Skyline Builders	New exterior door, windows, and interior repairs unit 11	$5,642
20			$300,069
21			
22		Work performed from July 2021 thru Jan 2024	
23			
24	Skyline Builders	Remodel Apt #1	$22,670
25			$322,739

RECEIPT DATE 2/15/24 No. 070450

RECEIVED FROM Jay Thakkar, P.A. $ 20.00

Twenty and No/100 DOLLARS

○FOR RENT CE-23-767 215 Riverside Dr

○FOR

ACCOUNT		✓ CASH	LR Application
PAYMENT	20	○ CHECK	FROM TO
BAL. DUE		○ MONEY ORDER	BY D Cerdo
		○ CREDIT CARD	3-11

Default inspector: AGR Gonzalez-Ruiz, Augusto
Credit balance: .00
Disposition: Public
Pin number: 923752

Owner Information

Owner name: PARKSIDE PROPERTIES LLC
Address: 215 RIVERSIDE DR
City: COCOA, FL 32922
Phone: (207) 874-0700
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data

Description	Data
Extension Time	
Commercial Y/N	
Owner Occupied Y/N	
Residential Y/N	
Vacant Y/N	
Rental Y/N	
Right-of-Way	
Zoning Code	NOT AVAILABLE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type Description **Transaction** **Amount Due** **Amount Billed** **Starting date** **Ending date** **Daily fee** **Lien amount**

add $10 —
back on

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/21/2024

LIEN REDUCTION REQUEST FOR
215 Riverside Dr

CASE # 23-767

The Code Enforcement Board held a public hearing on **8/17/2023**, at which time the Board found the owner, **Parkside Properties LLC** in **repeat** violation of the following:

- **Permit Required App. A Art. 15 Sec. 2(a)**

This was a repeat violation and the Code Enforcement Board found the owner in violation and issued an order imposing penalty on a repeat violation on **August 17, 2024**.

The lien ran at **$500.00** per day from **7/5/2023** until compliance was achieved on **12/27/2023**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$87,510.00**.The current owner, **Parkside Properties LLC**, is requesting that the lien be reduced to **Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is an apartment rental**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **17**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, March 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$903,650** according the Brevard County Property Appraiser as **Low Rise Apartments**.

Staff submits their cost sheet and the in the total amount of **$2,531.34**

Staff's recommendation is that the fine/lien be reduced to **$2,531.34** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-23-767 **Date: 3/21/24**

Parkside Properties LLC

Site Address: 215 Riverside Dr

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	17	0.75	$35.06	$447.02
2	Code Manager	2	0.75	$48.54	$72.81
3					
				Total A1	$519.83

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	19	0.5	35.06	$666.14
2	Code Manager	3	0.5	48.54	$145.62
3					
				Total A2	$811.76

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	51	$0.55	$28.05
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	1	$10.00	$10.00
8				
9				
			Total B	$208.85

C. Total Amount of Cost (A1+A2+A3+B): $2,531.34

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

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

PROPERTY DETAILS

Account	2426376
Owners	PARKSIDE PROPERTIES LLC
Mailing Address	3133 CORRINE DR ORLANDO FL 32803
Site Address	215 RIVERSIDE DR COCOA FL 32922
Parcel ID	24-36-33-81-*-8
Property Use	0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 U
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.54
Subdivision	DERBYS ADDN TO COCOA
Site Code	0114 - RIVER ACCESS
Plat Book/Page	0001/0090
Land Description	DERBYS ADDN TO COCOA LOT 8 & WATER LOT 8 EXC ORB 9466 PG 269



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$959,470	$610,000	$610,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$671,000	$610,000	$559,350
Assessed Value School	$959,470	$610,000	$610,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$671,000	$610,000	$559,350
Taxable Value School	$959,470	$610,000	$610,000

SALES/TRANSFERS

Date	Price	Type	Instrument
05/14/2018	$849,800	WD	8175/1713
05/15/2016	--	WD	7636/2486
01/10/2005	--	OR	5416/6798
10/13/2004	--	DC	5416/6799
11/30/1956	--	WD	0433/0269

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials		Details	
Exterior Wall:	PLYWD/T111	Year Built	1922
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	2
Roof Structure:	WOOD TRUSS	Residential Units	2
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	371	Wood Deck	21
Base Area (2nd)	486	Dock Roof - Shingle	21
Garage	360		
Screen Porch	55		

Total Base Area	857
Total Sub Area	1,272

PROPERTY DATA CARD #2

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1922
Frame:	WOOD FRAME , MASNRYCONC	Story Height	10
Roof:	ASPH/ASB SHNGL	Floors	3
Roof Structure:	WOOD TRUSS	Residential Units	10
		Commercial Units	0

Sub-Areas		Extra Features	
Balcony	70	Fireplace	2
Base Area (1st)	2,469		
Base Area (2nd)	1,781		
Base Area (3rd)	844		
Open Porch	164		
Screen Porch	36		
Total Base Area	5,094		
Total Sub Area	5,364		

Detail by Street Address

Florida Limited Liability Company
PARKSIDE PROPERTIES LLC.

Filing Information

Document Number	L04000077310
FEI/EIN Number	20-1815909
Date Filed	10/25/2004
Effective Date	01/01/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/02/2005
Event Effective Date	NONE

Principal Address

3133 CORRINE DRIVE
ORLANDO, FL 32803

Changed: 07/05/2006

Mailing Address

3133 CORRINE DRIVE
ORLANDO, FL 32803

Changed: 07/05/2006

Registered Agent Name & Address

HAUGHWOUT-OSORIO, KRISTIN S
1860 Chippewa Trail
Maitland, FL 32751

Address Changed: 01/12/2018

Authorized Person(s) Detail

Name & Address

Title MGR

OSORIO, OSCAR J
3133 CORRINE DRIVE
ORLANDO, FL 32803

Title MGRM

HAUGHWOUT-OSORIO, KRISTIN
3133 CORRINE DRIVE
ORLANDO, FL 32803

Annual Reports

Report Year	Filed Date
2021	01/09/2021
2022	01/26/2022
2023	01/10/2023

Document Images

01/10/2023 -- ANNUAL REPORT	View image in PDF format
01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/09/2021 -- ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
01/31/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
02/25/2009 -- ANNUAL REPORT	View image in PDF format
01/05/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format
07/05/2006 -- ANNUAL REPORT	View image in PDF format
03/02/2005 -- Amendment	View image in PDF format
10/25/2004 -- Florida Limited Liability	View image in PDF format

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/5/2023
CASE: 23-767

To: HAUGHWOUT- OSORIO, KRISTIN S
1860 CHIPPEWA TRL
MAITLAND FLORIDA 32751

Notice of Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	**PARKSIDE PROPERTIES LLC**
A Florida Municipal Corporation	Current Property Owner

PURSUANT to Section 162.06, Florida Statutes, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of repeat violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below, and gives further notice that this matter shall be scheduled before the City of Cocoa Code Enforcement Board on a date set forth in this Notice of Hearing. Respondent(s) is/are hereby notified that a fine of up to $500.00 will continue to accrue daily from the date of **7/3/2023** until the property is brought into compliance.

1. Property where current violation(s) exist(s):
215 RIVERSIDE DR COCOA FL 32922

2. Name and address of property owner/violator where current violation(s) exist(s):
PARKSIDE PROPERTIES LLC

215 RIVERSIDE DR
COCOA FL 32922

3. Section of Code and description of violation(s) at Property:

Permit Required App A Art. XV Sec. 2 (a)

4. Date this property owner/violator was previously found by the Code Enforcement Board to have violated the same Code provision(s): **4/18/2019**

5. Date repeat violation found by Code Enforcement Officer: **7/3/2023**

6. Days to bring Property into compliance: **None. Property must be brought into compliance immediately as repeat violation fines begin to run once a repeat violation is found.**

7. In order to stop the daily fines from continuing, the Property must be brought into compliance and you must IMMEDIATELY notify the Code Enforcement Officer listed below for an inspection. The following corrective actions must be taken **IMMEDIATELY**:

Please obtain proper permits from the Building Dept. <u>AND</u> approved final inspection.

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/17/2023, at 6:00pm or as soon thereafter possible, to determine if the Respondent was in violation for the date set forth in this notice. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing.

This Notice is sent by certified mail and regular mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The City may also provide notice by other means permitted by Florida Statutes.

If you have any questions regarding this Notice of Hearing for Repeat Violation do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

_____

Augusto Gonzalez - Code Enforcement Officer
(321)-482-4608/ aruiz@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/5/2023
CASE: 23-767

To: HAUGHWOUT- OSORIO, KRISTIN S
1860 CHIPPEWA TRL
MAITLAND FLORIDA 32751

Notice of Hearing

Complainant	**Respondent(s)**
THE CITY OF COCOA,	**PARKSIDE PROPERTIES LLC**
A Florida Municipal Corporation	Current Property Owner

PURSUANT to Section 162.06, Florida Statutes, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of repeat violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below, and gives further notice that this matter shall be scheduled before the City of Cocoa Code Enforcement Board on a date set forth in this Notice of Hearing. Respondent(s) is/are hereby notified that a fine of up to $500.00 will continue to accrue daily from the date of **7/3/2023** until the property is brought into compliance.

1. Property where current violation(s) exist(s):
215 RIVERSIDE DR COCOA FL 32922

2. Name and address of property owner/violator where current violation(s) exist(s):
PARKSIDE PROPERTIES LLC

215 RIVERSIDE DR
COCOA FL 32922

3. Section of Code and description of violation(s) at Property:

Permit Required App A Art. XV Sec. 2 (a)

4. Date this property owner/violator was previously found by the Code Enforcement Board to have violated the same Code provision(s): **4/18/2019**

5. Date repeat violation found by Code Enforcement Officer: **7/3/2023**

6. Days to bring Property into compliance: **None. Property must be brought into compliance immediately as repeat violation fines begin to run once a repeat violation is found.**

7. In order to stop the daily fines from continuing, the Property must be brought into compliance and you must IMMEDIATELY notify the Code Enforcement Officer listed below for an inspection. The following corrective actions must be taken **IMMEDIATELY**:

Please obtain proper permits from the Building Dept. <u>AND</u> approved final inspection.

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/17/2023, at 6:00pm or as soon thereafter possible, to determine if the Respondent was in violation for the date set forth in this notice. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing.

This Notice is sent by certified mail and regular mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The City may also provide notice by other means permitted by Florida Statutes.

If you have any questions regarding this Notice of Hearing for Repeat Violation do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

_____

Augusto Gonzalez - Code Enforcement Officer
(321)-482-4608/ aruiz@cocoapolice.com

REAL PROPERTY DETAILS
Account 2426376 - Roll Year 2023

Owners	PARKSIDE PROPERTIES LLC
Mailing Address	PO BOX 10250 PORTLAND ME 04104
Site Address	215 RIVERSIDE DR COCOA FL 32922
Parcel ID	24-36-33-81-*-8
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 U
Total Acres	0.54
Site Code	0114 - RIVER ACCESS
Plat Book/Page	0001/0090
Subdivision	DERBYS ADDN TO COCOA
Land Description	DERBYS ADDN TO COCOA LOT 8 & WATER LOT 8 EXC ORB 9466 PG 269



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$903,650	$959,470	$610,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$738,100	$671,000	$610,000
Assessed Value School	$903,650	$959,470	$610,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$738,100	$671,000	$610,000
Taxable Value School	$903,650	$959,470	$610,000

SALES / TRANSFERS

Date	Price	Type	Instrument
05/14/2018	$849,800	WD	8175/1713
05/15/2016	--	WD	7636/2486
01/10/2005	--	OR	5416/6798
10/13/2004	--	DC	5416/6799
11/30/1956	--	WD	0433/0269

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials	
Exterior Wall:	STUCCO , BRD/LAP SIDING
Frame:	WOOD FRAME
Roof:	ASPH/ASB SHNGL
Roof Structure:	WOOD TRUSS

Details	
Year Built	1922
Story Height	8
Floors	2
Residential Units	2
Commercial Units	0

Sub-Areas	
Base Area (1st)	371
Base Area (2nd)	486
Garage	360
Screen Porch	55
Total Base Area	857
Total Sub Area	1,272

Extra Features	
Wood Deck	21
Dock Roof - Shingle	21

PROPERTY DATA CARD #2

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials	
Exterior Wall:	STUCCO
Frame:	WOOD FRAME , MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	WOOD TRUSS

Details	
Year Built	1922
Story Height	10
Floors	3
Residential Units	10
Commercial Units	0

Sub-Areas	
Balcony	70
Base Area (1st)	2,469
Base Area (2nd)	1,781
Base Area (3rd)	844
Open Porch	164
Screen Porch	36
Total Base Area	5,094
Total Sub Area	5,364

Extra Features	
Fireplace	2

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 11, 2023

Owner/Address:
PARKSIDE PROPERTIES LLC
PO BOX 10250
PORTLAND ME 04104

Re: 215 Riverside Dr

Dear Owner/Property Manager/Registered Agent

On **12/05/2023** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 23-767

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.

Sincerely,



Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

CFN 2023187111, OR BK 9877 Page 748, Recorded 08/31/2023 at 03:11 PM Rachel M. Sadoff, Clerk of Courts, Brevard County

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

2

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 23-767

THE CITY OF COCOA
A Florida Municipal Corporation,

Complainant,

vs.

PARKSIDE PROPERTIES LLC
Owners of the Property located at:
215 RIVERSIDE DR
COCOA FL 32922

Parcel ID: 24-36-33-81-*-8

Respondent,

_____/

ORDER IMPOSING PENALTY ON REPEAT VIOLATION

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on August 17, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact and Conclusions of Law incorporated into this Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds:

1. That the Respondent was provided a Notice of Repeat Violation in accordance with Section 6-804 of the City of Cocoa Code of Ordinances ("City Code") and consistent with Sections 162.06 and 162.12 of the Florida Statutes;

2. The violation of ***Permit Required App A Art. XV Sec 2 (a)*** previously committed on the property has been repeated. The Property Owner and Respondent was further provided a Notice of the Repeat Violation and Notice of Hearing requested to correct the violation immediately to avoid fine or penalty.

3. That Respondent has been found as a repeat violator, therefore does not get reasonable time to correct the violation. The Code Enforcement Board shall impose a fine beginning on the first day the repeat violation(s) is/are found to exist.

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS, IT IS HEREBY ORDERED:

1. Respondent be fined starting 7/5/2023 and in the amount of $500.00 dollars (five hundred dollars) per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to provide notice of such violations being corrected to the Code Enforcement Officer.

2. If Respondent fails to correct any and all violations on the property within the time period prescribed herein, the Clerk of the Code Enforcement Board shall be directed to record a certified copy of this Order in the public records for Brevard County, Florida, which shall serve as a lien against the property.

3. Any and all future recurrences of any violation(s) addressed herein after same have been corrected shall necessitate further proceedings before the Code Enforcement Board without necessarily providing Respondent and opportunity to correct such violation and that the Code Enforcement Board, upon finding such repeat violation(s) exist shall impose a fine in the amount of two hundred and fifty dollars ($250.00) {*not to exceed five hundred dollars ($500.00)*} per day for each repeat violation, beginning on the first day the repeat violation(s) is/are found to exist.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 17 day of August, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

REAL PROPERTY DETAILS
Account 2426376 - Roll Year 2023

Owners	PARKSIDE PROPERTIES LLC
Mailing Address	PO BOX 10250 PORTLAND ME 04104
Site Address	215 RIVERSIDE DR COCOA FL 32922
Parcel ID	24-36-33-81-*-8
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 U
Total Acres	0.54
Site Code	0114 - RIVER ACCESS
Plat Book/Page	0001/0090
Subdivision	DERBYS ADDN TO COCOA
Land Description	DERBYS ADDN TO COCOA LOT 8 & WATER LOT 8 EXC ORB 9466 PG 269



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$903,650	$959,470	$610,000
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$738,100	$671,000	$610,000
Assessed Value School	$903,650	$959,470	$610,000
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$738,100	$671,000	$610,000
Taxable Value School	$903,650	$959,470	$610,000

SALES / TRANSFERS

Date	Price	Type	Instrument
05/14/2018	$849,800	WD	8175/1713
05/15/2016	--	WD	7636/2486
01/10/2005	--	OR	5416/6798
10/13/2004	--	DC	5416/6799
11/30/1956	--	WD	0433/0269

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials	
Exterior Wall:	STUCCO , BRD/LAP SIDING
Frame:	WOOD FRAME
Roof:	ASPH/ASB SHNGL
Roof Structure:	WOOD TRUSS

Details	
Year Built	1922
Story Height	8
Floors	2
Residential Units	2
Commercial Units	0

Sub-Areas	
Base Area (1st)	371
Base Area (2nd)	486
Garage	360
Screen Porch	55
Total Base Area	857
Total Sub Area	1,272

Extra Features	
Wood Deck	21
Dock Roof - Shingle	21

PROPERTY DATA CARD #2

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials	
Exterior Wall:	STUCCO
Frame:	WOOD FRAME , MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	WOOD TRUSS

Details	
Year Built	1922
Story Height	10
Floors	3
Residential Units	10
Commercial Units	0

Sub-Areas	
Balcony	70
Base Area (1st)	2,469
Base Area (2nd)	1,781
Base Area (3rd)	844
Open Porch	164
Screen Porch	36
Total Base Area	5,094
Total Sub Area	5,364

Extra Features	
Fireplace	2

Legislation Details (With Text)

File #:	24-166	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	3/26/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 1212 Myrtle Ln, for the original amount of $8,410.00 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Summary.pdf LR App.pdf LR Staff Report.pdf Cost Aff -1212.pdf BCPAO.pdf 2. NOV.pdf 3. FNOV.pdf 5. NOH.pdf 8. Facts.pdf 8. NOHNC.pdf 11. Order.pdf 2023 DL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2024.
Agenda Date: April 23, 2024.
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1212 Myrtle Ln, for the original amount of $8,410.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 22-317

In general, Section 6-707 of the City Code provides that the City considers the following factors when reviewing a code lien reduction application:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;
(3) The accrued amount of the code enforcement fine or lien;
(4) Any previous or subsequent code violations;
(5) Any financial hardship; and
(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

After a recommendation has been rendered by the code enforcement board, the city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied. The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien. If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

The Code Enforcement Board held a public hearing on **5/18/2023**, at which time the Board found the owner, **Keo Ly** in violation of the following:

- **Maint. Of Interior Structure, Sec. 6-1004(a-f)**
- **Permit Required App. A Art. 15 Sec. 2(a)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **9/21/2023.**

The lien ran at **$50.00** per day from **8/17/2023** until compliance was achieved on **2/1/2024**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$8,410.00**.The current owner, **Keo Ly**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a rental home**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2023**

- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, March 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$195,890** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,778.09**

Staff's recommendation is that the fine/lien be reduced to **$2,778.09** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting March 21, 2024, denied the recommendation. The Code Enforcement Board's recommendation was the original amount of $8,410.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1212 Myrtle Ln, for the original amount of $8,410.00 as recommended by the Code Enforcement Board.

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

CE 22-317 – 1212 Myrtle Ln City Council Summary:

This case was cited on **July 5, 2022**. It was cited for **Maintenance of Interior Structure, Sec. 6-1004 (a-f) and Permit Required App, A Art. 15 Sec. 2 (a)**

The Code Enforcement Board held a public hearing on **May 18, 2023** at which point staff presented evidence and testimony of the violations. The board also heard testimony from the property owner at which a point a finding of facts, law and order was issued providing the owner 90 days to come in to compliance or a fine of **$50.00** per day would be imposed until compliance was achieved.

Consistent with the Code Enforcement Board's Order, a Non-Compliance hearing was held on **September 21, 2023** as compliance was not met at which point the Code Enforcement Board voted and found the owner (Keo Ly) to be in non-compliance.

An order imposing a fine was issued with the fines beginning **August 17, 2023** until compliance was met on **February 1, 2024** and ran at **$50.00 per day**.

The current property owner via the Brevard County Property Appraiser is **Keo Ly** and property ownership has not changed throughout the life of the case. All correspondence was sent to **1212 Myrtle Ln Cocoa FL, 4675 Leone St Louisville OH** and posted to the property in violation at 1212 Myrtle Ln, in accordance with F.S. 162.12 for service of process.

The total fine amount balance is: **$8.410.00**

The current market value of the property is: **$195,890.00**

The Owner requested the lien be reducted to: **$0.00**

Length of time it took to achieve compliance: **Approx 18 Months**

On **March 21, 2024** the Code Enforcement Board voted the lien reduction be: **DENIED**

- Staff received this complaint from the tenant who requested a rental inspection.
- The property owner intends to utilize the property as a rental property.
- Maint. Of Interior structure Violation resulted from water damaged walls, ceiling and electrical violations.
- Permit Required Violation resulted from unpermitted alterations inclduing a room addition, enclosed carport, electrical, windows, and doors.

Application # CE - 22 - 317

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

- For Office Use Only - Date Received
RECEIVED
FEB 15 2024
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** Feb 15, 2024

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: KEO LY

Mailing Address: 4675 Leone St.

City: Louisville State: OH Zip Code: 44641

Phone #: _____ Fax #: _____

Mobile #: 330 - 685 - 6288 E-mail: KLY4675@yahoo.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1212 Myrtle Lane Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 2 9 - 2 5 - 3 1 6 □ □ □ □ -

□ □ □ □ □ □ □

Tax Account Number:

2 4 2 1 8 9 0

Existing Use(s) on Property: Rental

Proposed Use(s) on Property: Rental

(If residential – (circle one) **owner occupied** or (**rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? YES

Nature of Violation(s): PERMIT Req. / Main to Structure

Date Fine or Lien Imposed: 9/21/2023 Amount of Fine: $50/A day per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 02/01/2024

5. **Please provide the following information:**

Code enforcement case number: 22-0317

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 134 days

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / (No) / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

I spent almost $20,000 to cleaned up & Fixed up the House after Tenants moved out, I didn't able can afford it, And had to apply for few Loan to get money to Fixed.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
I Called & Contacted many Contractors, but None of Any companies willing to do, helping me checked & Applied for permit, until this year, got Reffer from good Friend

Amount you are requesting that the lien be reduced to: -0-
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:
I Couldn't afford to pay, because I tried to Fixed up & Compliation of all Requests from the Violation Code of City Code Enfocement.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

None

6. **Please submit the following items in order complete the application:**
   a. ☑ **Notarized application.**
   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**
   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).
   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, KEO LY being first duly sworn, depose and say that:

☑ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

(APPLICANT SIGNATURE) (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL

Darla D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15 day of February, 2024

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

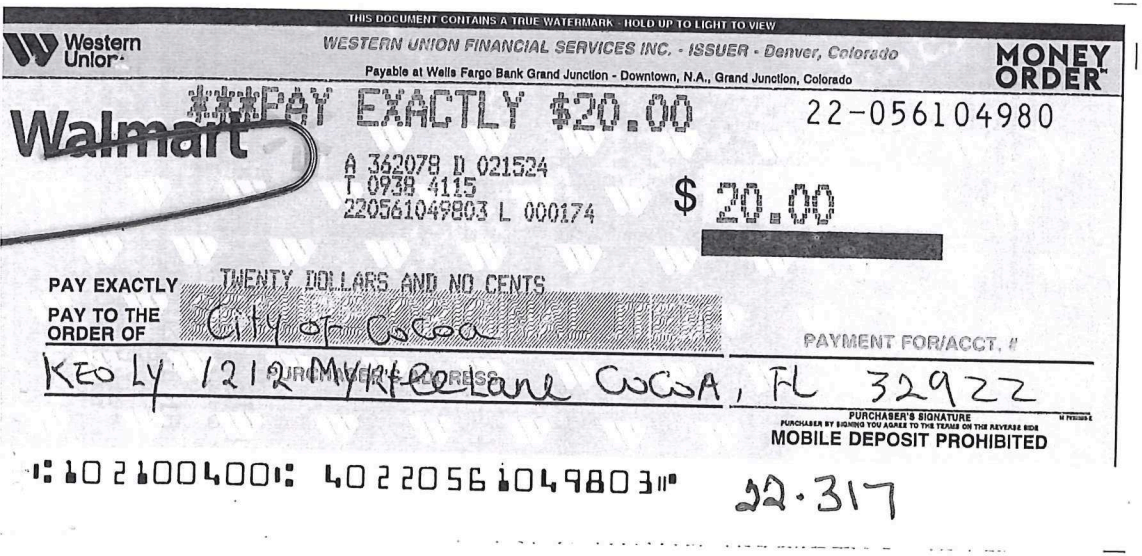
Prepared 2/15/24,10:40:55 Case Master Inquiry - (CEN200I001) Page
Program HTDFTAL Screen detail for Program: CE CEN200I, Fees
User ID COCODDS Case 22-00000317

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
						(Continued)			
AM	Administration Fee	20.00	20.00	.00	10/27/2023		.00	.00	.00
LF	Code Board Fine to Lien	8400.00	8400.00	.00	8/17/2023	2/01/2024	50.00	.00	.00
		8420.00	8420.00	.00				.00	.00

CITY OF COCOA
*** CUSTOMER RECEIPT ***
Oper: COCOBE2 Type: CC Drawer: 1
Date: 2/16/24 01 Receipt no: 304235

	Year	Number	Amount
	2022	317	
CE		CODE ENFORCEMENT	
			$20.00

Tender detail



CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/21/2024

LIEN REDUCTION REQUEST FOR
1212 Myrtle Ln

CASE # 22-317

The Code Enforcement Board held a public hearing on **5/18/2023**, at which time the Board found the owner, **Keo Ly** in violation of the following:

- **Maint. Of Interior Structure, Sec. 6-1004(a-f)**
- **Permit Required App. A Art. 15 Sec. 2(a)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **9/21/2023.**

The lien ran at **$50.00** per day from **8/17/2023** until compliance was achieved on **2/1/2024**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$8,410.00**.The current owner, **Keo Ly**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a rental home**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, March 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$195,890** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,778.09**

Staff's recommendation is that the fine/lien be reduced to **$2,778.09** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-22-317 **Date: 3/21/24**

Keo Ly

Site Address: 1212 Myrtle Ln

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	20	0.75	$35.06	$525.90
2	Code Manager	2	0.75	$48.54	$72.81
3					
				Total A1	$598.71

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	25	0.5	35.06	$876.50
2	Code Manager	2	0.5	48.54	$97.08
3					
				Total A2	$973.58

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	62	$0.55	$34.10
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	1	$10.00	$10.00
8				
9				
			Total B	$214.90

C. Total Amount of Cost (A1+A2+A3+B): **$2,778.09**

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

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

PROPERTY DETAILS

Account	2421890
Owners	LY, KEO
Mailing Address	1212 MYRTLE LANE COCOA FL 32922
Site Address	1212 MYRTLE LN COCOA FL 32922
Parcel ID	24-36-29-25-3-16
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.17
Subdivision	PINERIDGE SUBD UNIT 2
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0012/0029
Land Description	PINERIDGE SUBD UNIT 2 LOT 16 BLK 3



VALUE SUMMARY

Category	2021	2020	2019
Market Value	$87,460	$81,860	$77,760
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$85,420	$77,660	$70,600
Assessed Value School	$87,460	$81,860	$77,760
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$85,420	$77,660	$70,600
Taxable Value School	$87,460	$81,860	$77,760

SALES/TRANSFERS

Date	Price	Type	Instrument
05/12/2014	$28,900	WD	7126/1205
03/09/2014	--	CT	7102/1264
06/01/2005	$59,000	QC	5476/3661
06/12/2003	$33,200	WD	5059/4006
02/21/2002	--	QC	4539/0848
05/23/2001	--	QC	4352/3602
06/16/2000	--	QC	4181/2176
12/15/1981	$39,100	WD	2343/0728
12/01/1979	$35,000	--	2208/1090
02/01/1966	$110,000	--	0849/0176

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO , STONE	Year Built	1958
Frame:	MASNRYCONC	Story Height	8
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	968	Fireplace	1

Enclosed Por	1,544
Open Porch	24
Utility Room	64
Total Base Area	968
Total Sub Area	2,600

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/5/2022
CASE: 22-0316

To: LY, KEO
1212 MYRTLE LANE
COCOA FL 32922

Notice of Violation

Address of Violation: 1212 MYRTLE LN COCOA FL 32922
Parcel Control No.: 24-36-29-25-3-16
Legal Description: PINERIDGE SUBD UNIT 2 LOT 16 BLK 3

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days*.*

City of Cocoa Code Violation(s):

I.Accessory Structures Ch 6 Sec. 6-1001 (g)

Exterior General Condition Ch 6 Sec. 6-1003 (a)

Interior Structure Ch 6 Sec. 6-1004 (a-f)

Permit Required App A Art. XV Sec 2 (a)



Corrective Action*:*

Please repair & maintain or remove any and all accessory structures (fences, walls, sheds, etc.)

Please keep the exterior of a structure maintained in good repair, structurally sound and sanitary.

Please keep the interior of a structure maintained in good repair, structurally sound and sanitary.

Please obtain proper permits from the Building Dept.(additional room and any/all alterations)

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

**Please Note: all violations must be corrected and completed by a licensed contractor as the inspection was the result of a rental inspection.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Augusto Gonzalez

Augusto Gonzalez
Code Enforcement Officer
321-482-4608|aruiz@cocoapolice.com
Monday - Thursday 7am-6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 8/4/2022
CASE: 22-0238

To: LY, KEO
1212 MYRTLE LANE
COCOA FL 32922

Final Notice of Violation

Address of Violation: 1212 MYRTLE LN COCOA FL 32922
Parcel Control Number: 24-36-29-25-3-16
Legal Description: PINERIDGE SUBD UNIT 2 LOT 16 BLK 3

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 45 days*.*

City of Cocoa Code Violation(s):

Accessory Structures Ch 6 Sec. 6-1001 (g)

Exterior General Condition Ch 6 Sec. 6-1003 (a)

Interior Structure Ch 6 Sec. 6-1004 (a-f)

Permit Required App A Art. XV Sec 2 (a)



Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

Corrective Action*:*

Please repair & maintain or remove any and all accessory structures (fences, walls, sheds, etc.)

Please keep the exterior of a structure maintained in good repair, structurally sound and sanitary.

Please keep the interior of a structure maintained in good repair, structurally sound and sanitary.

*Please obtain proper permits from the Building Dept.(additional room and any/all alterations) WITH final inspection. *Please Note all work must be performed by certified contractors due to rental inspection results.*

Code Enforcement has sent notices and given reasonable time to correct or make contact with the officer to obtain compliance. This is a final attempt to gain compliance, in the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Final Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer. Si tiene alguna pregunta, comuniquese con el oficial a continuacion.

Augusto Gonzalez

Augusto Gonzalez-Ruiz
Code Enforcement Officer
321-482-4608 | aruiz@cocoapolice.com
Monday thru Thursday 7am- 6pm

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 4/27/2023
CASE: 22-316
ADDRESS: 1212 Myrtle Ln

To: LY, KEO
1212 MYRTLE LANE
COCOA FL 32922

Complainant	**Respondent(s)**
THE CITY OF COCOA, **A Florida municipal Corporation**	LY, KEO **Current Property Owner**

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 5/18/2023, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Augusto Gonzalez
Augusto Gonzalez, Code Enforcement Officer
321-482-4608 | aruiz@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0317

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

LY, KEO
Owners of the Property located at:
1212 MYRTLE LN
Cocoa, FL 32922
Parcel ID: 24-36-29-25-3-16

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 18, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☐ *I.Accessory Structures Ch 6 Sec. 6-1001 (g)*
- ☑ *XVII.Maint. of Interior Struct Ch 6 Sec. 6-1004 (a-f)*
- ☐ *IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)*
- ☑ *XXII.Permit Required App A Art. XV Sec 2 (a)*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☐ *I.Accessory Structures Ch 6 Sec. 6-1001 (g)*

☑ *XVII.Maint. of Interior Struct Ch 6 Sec. 6-1004 (a-f)*

☐ *IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)*

☑ *XXII.Permit Required App A Art. XV Sec 2 (a)*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until August 17, 2023 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **$50.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 18 DAY OF May, 2023.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at LY, KEO, whose mailing address is 1212 MYRTLE LANE COCOA FL 32922 this 18 day of May, 2023_____via __hand delivery/__certified mail/✓U.S. mail/__posting (mark all that apply).

Darla D. Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 9/7/2023
CASE: 22-316
ADDRESS: 1212 Myrtle Ln

To: LY, KEO
1212 MYRTLE LANE
COCOA FL 32922

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA,	**LY, KEO**
A Florida Municipal Corporation	Current Property Owner

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 9/21/2023, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Augusto Gonzalez

Augusto Gonzalez | Code Enforcement Officer
City of Cocoa Code Enforcement
321-482-4608 | aruiz@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-317
9/21/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

LY, KEO
Owners of the Property located at:
1212 MYRTLE LN
Cocoa FL 32922

Parcel ID: 24-36-29-25-3-16

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 9/21/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 8/17/2023

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$50.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 21, day of September, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 21 day of September, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 11, 2023

Owner/Address:
LY, KEO
1212 MYRTLE LN
COCOA FL 32922

Re: 1212 Myrtle Ln

Dear Owner/Property Manager/Registered Agent

On **12/05/2023** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 22-317

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

Legislation Details (With Text)

File #:	24-167	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	3/26/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 1044 Myrtle Ln, be reduced to $500.00 as recommended by the Code Enforcement Board. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council Summary.pdf LR App.pdf LR Staff Report.pdf Cost Aff -1044.pdf BCPAO.pdf NOV.pdf NOH.pdf F.O.F.pdf NC Hearing.pdf Order.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2024.
Agenda Date: April 23, 2024.
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1044 Myrtle Ln, be reduced to $500.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 12-178

In general, Section 6-707 of the City Code provides that the City considers the following factors when reviewing a code lien reduction application:

(1) The gravity of the violation;
(2) The time in which it took the violator to come into compliance;
(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;
(5) Any financial hardship; and
(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

After a recommendation has been rendered by the code enforcement board, the
city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied. The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien. If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

The Code Enforcement Board held a public hearing on **4/19/2012**, at which time the Board found the owner, **German O Perez** in violation of the following:

- **Storing Junk, Sec. 6-900(b)(11)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **5/17/2012.**

The lien ran at **$25.00** per day from **5/4/2012** until compliance was achieved on **9/2/2017**. Code records show onsite inspections were conducted by **Officers Murdick, Buonocore and Myself**. The case was closed leaving a fine of **$48,655.00**.The current owner, **Scott Leidich**, is requesting that the lien be reduced to **the cost of staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No, this is a home which is not homesteaded to the owner**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **10**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, March 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$137,810** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,202.21**

Staff's recommendation is that the fine/lien be reduced to **$2,202.21** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting March 21, 2024, recommended that the lien be reduced to $500.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1044 Myrtle Ln, be reduced to $500.00 as recommended by the Code Enforcement Board.

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

CE 12-178 – 1044 Myrtle Ln City Council Summary:

This case was cited on **March 21, 2012**. It was cited for **Accumulation of junk, trash and debris Sec. 6-900 (b) (11)**

The Code Enforcement Board held a public hearing on **April 19, 2012** at which point staff presented evidence and testimony.

Consistent with the Code Enforcement Board's Order, a Non-Compliance hearing was held on **May 17, 2012** as compliance was not met at which point the Code Enforcement Board voted and found the owners (German Perez) to be in non-compliance. An order imposing a fine was issued with fines beginning **May 4, 2012** until compliance was met on **September 2, 2017** and ran at **$25.00 per day**.

The current property owner via the Brevard County Property Appraiser is **Scott Leidich**. The property went through a foreclosure in 2010 before being purchased by Mr. Leidch in August 2014.

The total fine amount balance is: **$48,655.00**

The current market value of the property is: **$137,810.00**

The Owner requested the lien be reducted to: **Cost of Staff ($2,202.21)**

Length of time it took for compliance: **Aprox. 5 years**

On **March 21, 2024** the Code Enforcement Board voted the lien be reducted to: **$500.00**

- When the current property owner applied for the 1st lien reduction application (July 21, 2023), unpermitted work which included a complete renovation was observed. The application was denied by staff in accordance with Sec. 6-707 (d) pending permits being applied for and receiving a final approval which was completed on **December 28, 2023**
- The lien reduction application was approved on **February 22, 2024**
- The Code Enforcement Board voted the lien be reducted to **$500.00** as the property had previously underwent a foreclosure in 2010, prior to Mr. Leidich's purchase.

Application # CE - 12 - 178

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 2/22/2024

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Scott Leidich

Mailing Address: 2523 Hooper Rd.

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-759-9586 Fax #: _____

Mobile #: 321-759-9586 E-mail: Sleidich@hotmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1044 Myrtle Lane / Cocoa FL

Parcel ID:

24-36-29-14-□□□□□.□-

□□□□.□□

Tax Account Number:

2421653

Existing Use(s) on Property: Vacant / For Sale

Proposed Use(s) on Property: _____

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

_____

Nature of Violation(s): Junk and Trash

Date Fine or Lien Imposed: 3/21/2014 Amount of Fine: $25 per day per day $48,685.00

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 9/14/2014

_____

5. **Please provide the following information:**

Code enforcement case number: 12-00000178 12-178

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? (Yes) / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? 14 days

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Upon purchase we cleaned up the trash and remodeled the house

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

We did not own the property

Amount you are requesting that the lien be reduced to: Ø Administrative Costs
Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Did not own when lien started. Purchased House cleaned up and remodeled it.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

Yes I own properties No Violations

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☑ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☑ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD. I, SCOTT LEIDICH being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Jayla Reeves
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FLID L320 793 72 242 0

JAYLA REEVES
Notary Public, State of Florida
Commission# HH 358342
My comm. expires Feb. 5, 2027

NOTARY PUBLIC

Jayla Reeves
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 22 day of FEBRUARY, 20 24

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) ***Application.*** The application shall be executed under oath and sworn to in the presence of a notary public.

(c) ***Reimbursement to city for recording costs at time of application.*** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) ***Processing of application by Code Enforcement Manager or Chief of Police.*** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) ***Code enforcement board hearing.*** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) ***Presentation to city council.*** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) ***Compliance with city council conditions.*** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) ***Effect of denial on application for subsequent lien reduction or forgiveness.*** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/21/2024

LIEN REDUCTION REQUEST FOR
1044 Myrtle Ln

CASE # 12-178

The Code Enforcement Board held a public hearing on **4/19/2012**, at which time the Board found the owner, **German O Perez** in violation of the following:

- **Storing Junk, Sec. 6-900(b)(11)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **5/17/2012.**

The lien ran at **$25.00** per day from **5/4/2012** until compliance was achieved on **9/2/2017**. Code records show onsite inspections were conducted by **Officers Murdick, Buonocore and Myself**. The case was closed leaving a fine of **$48,655.00**.The current owner, **Scott Leidich**, is requesting that the lien be reduced to **the cost of staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No, this is a home which is not homesteaded to the owner**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **10**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, March 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$137,810** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,202.21**

Staff's recommendation is that the fine/lien be reduced to **$2,202.21** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-12-178 **Date: 3/21/24**

Scott Leidich

Site Address: 1044 Myrtle Ln

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	10	0.75	$35.06	$262.95
2	Code Manager	3	0.75	$48.54	$109.22
3					
				Total A1	$372.17

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	10	0.5	35.06	$350.60
2	Code Manager	6	0.5	48.54	$291.24
3					
				Total A2	$641.84

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	3	$150.00	$450.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	30	$0.55	$16.50
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	2	$5.26	$10.52
7	Recording Fees	1	$10.00	$10.00
8				
9				
			Total B	$197.30

C. Total Amount of Cost (A1+A2+A3+B): $2,202.21

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700
www.BCPAO.us
Disclaimer

REAL PROPERTY DETAILS
Account 2421653 - Roll Year 2023

Owners	LEIDICH, SCOTT
Mailing Address	2523 HOOPER RD COCOA FL 32926
Site Address	1044 MYRTLE LN COCOA FL 32922
Parcel ID	24-36-29-01-4-10
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.19
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0011/0100
Subdivision	PINERIDGE SUBD
Land Description	PINERIDGE SUBD LOT 10 BLK 4



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$137,810	$106,490	$62,680
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$74,820	$68,020	$61,840
Assessed Value School	$137,810	$106,490	$62,680
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$74,820	$68,020	$61,840
Taxable Value School	$137,810	$106,490	$62,680

SALES / TRANSFERS

Date	Price	Type	Instrument
08/06/2014	$25,500	WD	7199/2141
04/01/2014	--	CT	7096/2400
06/29/2001	$41,000	WD	4377/3004
04/11/2001	--	WD	4326/2156
03/12/2001	--	CT	4359/3315
11/30/1994	$53,000	WD	3436/1768
04/30/1986	$53,000	WD	2697/2725
02/01/1980	--	--	2220/2214
09/01/1972	$16,900	--	1281/0696

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	BU-TG/MMBRN
Roof Structure:	HIP/GABLE

Details	
Year Built	1957
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	1,094
Enclosed Por	242
Open Porch	68
Utility Room	100
Total Base Area	1,094
Total Sub Area	1,504

Extra Features
No Data Found

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000178
CERTIFIED MAIL: 70111570000167337946

March 21, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

German O Perez
1044 Myrtle Lane
Cocoa, FL 32922

VS.

NOTICE OF VIOLATION

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby notified that corrective action(s) to cure the violation(s) described below is/are to be voluntarily performed within ten (10) days.

In the event that the violation(s) is/are not corrected within the time period set forth above or the violation(s) recur(s) even if the violation(s) is/are corrected at the time of hearing Respondent(s) may be required to attend a hearing before the Code Enforcement Board for the City of Cocoa, and a penalty as provided below may be imposed.

The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for each first violation or up to $500 per day for each repeat violation described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time period required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection.

1. Property where violation(s) exist(s):

1044 Myrtle Ln, Parcel ID: 24-36-29-01-00004.0-0010.00

2. Name and address of owner(s) of Property where violation(s) exist(s):
German O Perez
1044 Myrtle Lane
Cocoa, FL 32922

3. Description of violation(s) at Property:

See attached

4. Recommendations to correct violation(s) described above :

See attached

If you have any questions regarding this Notice of Ordinance/Code Violation or the recommendations contained herein do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Rich Dreiling
Code Enforcement 321-433-8508

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000178
CERTIFIED MAIL: 7011157000017946

March 21, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

German O Perez
1044 Myrtle Ln
Cocoa, FL 32922

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on the April 19, 2012, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation, attached as Exhibit "A" and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Rich Dreiling

Rich Dreiling
Code Enforcement 321-433-8508

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000178
CERTIFIED MAIL: 70112970000212033352

April 19, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

GERMAN O PEREZ
1085 ADAMSON RD
COCOA FL 32926

VS.

Findings of Fact and Conclusions of Law and Order

THIS CAUSE came on for public hearing before the Code Enforcement Board on April 19, 2012, after due notice to Respondent(s). And the Board, having heard testimony under oath, received evidence, considered stipulations and heard argument, thereupon issues it's Findings of Fact, and it's Conclusions of Law and Order, as follows:

1. FINDINGS OF FACT

The Respondent(s), GERMAN O PEREZ whose mailing address is 1085 ADAMSON RD COCOA FL 32926, is the owner or person in charge of the property described as 1044 MYRTLE LN Cocoa, Fl., Parcel ID: 24-36-29-01-00004.0-0010.00. The date this condition first observed was, March 21, 2012, and that re-inspection was made on April 19, 2012, and confirmed the condition as being the same. The aforesaid condition constituted a violation of the Code of Cocoa, Florida, and was to be corrected by April 19, 2012. That correction has not been made.

2. CONCLUSIONS OF LAW

The Respondent(s), GERMAN O PEREZ, by reason of the foregoing is in violation of the Code of Cocoa, Florida, Sec. (see attached) in that the Respondent(s) has/have failed to remedy the violation(s), and is/are subject to the provisions of the Code of Cocoa, Florida.

3. ORDER

Respondent(s) is/are to correct the aforesaid violation(s) on or before May 03, 2012. In the event that the aforesaid violation(s) is/are not corrected by said date, then in that event, The City of Cocoa shall impose a fine of $25.00 per day, for each day that the violation(s) exist.

In addition, if the violation is corrected and thereafter the violation has been repeated, there shall be imposed against the Respondent(s) GERMAN O PEREZ, a fine of $50.00 per day for each day that the violation(s) has/have been repeated. A hearing shall be necessary for the issuance of this ORDER.

DONE AND ORDERED THIS 19TH Day Of April, 2012.

By

CODE ENFORCEMENT BOARD
OF THE CITY OF COCOA, FLORIDA

Chairman, Code Enforcement Board

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000178
CERTIFIED MAIL: 70112970000212033338

May 1, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

German O Perez
1085 Adamson Rd
Cocoa, FL 32926

VS.

NOTICE OF NONCOMPLIANCE WITH
ORDER OF CODE ENFORCEMENT BOARD

PURSUANT to Section 162.09, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice to the City of Cocoa Code Enforcement Board that the violation(s), as more specifically described below has/have not been corrected pursuant to the entry of an Order by the Code Enforcement Board, dated April 19, 2012, requiring Respondent(s) to correct such violation(s) as set forth in its Order below by either: failing to take voluntary action to correct the violation(s) in the time period provided in the Order; or has/have permitted the recurrence of any repeat violation(s).

A final Order Imposing Administrative Fine/Lien will be issued by the City of Cocoa Code Enforcement Board on the 17th of May, at 6:00 p.m. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL. 32922. You are advised to attend this meeting.

1. Property where violation(s) exist(s):

1044 Myrtle Ln, Parcel ID: 24-36-29-01-00004.0-0010.00

2. Name and address of owner(s) of Property where violation(s) exist(s):

German O Perez
1085 Adamson Rd
Cocoa, FL 32926

3. Description of violation(s) at Property:

See attached

4. Recommendations to correct violation(s) described above :

See attached

If you have any questions regarding this Notice of Ordinance/Code Violation or the recommendations contained herein do not hesitate to contact the below signed Code Enforcement Officer at the City of Cocoa.

Rich Dreiling
Code Enforcement 321-433-8508

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 12-00000178
CERTIFIED MAIL: 70112970000212033062

May 21, 2012

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

German O Perez
1085 Adamson Rd
Cocoa, FL 32926

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on April 19, 2012, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated April 19, 2012
Accordingly, it having been brought to the Board's attention on May 17, 2012, That Respondent(s) have not complied with the Order dated April 19, 2012, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of $25.00 per day, for each and every day the violation(s) exists and continues to exist at 1044 Myrtle Ln, described as: Parcel ID # 24-36-29-01-00004.0-0010.00

After May 04, 2012, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.
DONE AND ORDERED this 17th day of May 2012, at City of Cocoa, Florida.
CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Chairman of Board
CERTIFICATION:
I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:
Date: 6/21/12 **Signed:** Mary Lou Stearns
Mary Lou Stearns, Recording Secretary Code Enforcement Board

MARY LOU STEARNS
Notary Public - State of Florida
My Comm. Expires Sep 3, 2015
Commission # EE 93583
Bonded Through National Notary Assn.

CFN 2012127937, OR BK 6634 PAGE 2464,
Recorded 07/03/2012 at 09:33 AM, Mitch Needelman, Clerk of Courts, Brevard County
Pgs: 1

Legislation Details (With Text)

File #:	24-214	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/15/2024			**In control:**	City Council
On agenda:	4/23/2024			**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 Classification Report March 2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2024
Agenda Date: April 23, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
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 31st, 2024 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This March 2024 (FY24) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.
- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 Budget by Classification Report - Summary Listing

3/31/2024

Target for March 2024 is 50%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 11,454,718	$ 2,968,314	79%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 3,724,551	$ 1,457,226	72%
INTERGOVERNMENTAL	$ 2,867,145	$ -	$ 5,364,411	$ (2,497,266)	187%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 3,938,861	$ 3,847,869	51%
FINES AND FORFEITURES	$ 15,000	$ -	$ 6,203	$ 8,797	41%
MISCELLANEOUS	$ 1,200,945	$ -	$ 2,080,780	$ (879,835)	173%
****OTHER SOURCES (NON-REVENUE)**	$ 31,313,737	$ -	$ 9,738,317	$ 21,575,420	31%
REVENUE TOTALS	**$ 62,788,366**	**$ -**	**$ 36,307,841**	**$ 26,480,525**	**58%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,618,263	$ 2,096	$ 11,982,488	$ 17,633,678	40%
OPERATING EXPENDITURES	$ 20,606,769	$ 4,674,837	$ 7,394,616	$ 8,537,316	36%
CAPITAL OUTLAY	$ 9,862,107	$ 5,126,835	$ 1,949,594	$ 2,785,678	20%
GRANTS, AIDS AND OTHER	$ 1,626,501	$ 25,848	$ 1,568,153	$ 32,500	96%
NON-OPERATING USES	$ 1,074,726	$ -	$ 537,312	$ 537,414	50%
EXPENSE TOTALS	**$ 62,788,366**	**$ 9,829,617**	**$ 23,432,163**	**$ 29,526,586**	**53%**
REVENUE TOTALS	**$ 62,788,366**	**$ -**	**$ 36,307,841**	**$ 26,480,525**	**58%**
EXPENSE TOTALS	**$ 62,788,366**	**$ 9,829,617**	**$ 23,432,163**	**$ 29,526,586**	**53%**
	$ -	**$ (9,829,617)**	**$ 12,875,677**	**$ (3,046,060)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	886,836	155,232.33	18	5,321,016	9,571,201.75	180	10,642,032	1,070,830.25
20 00	DELINQUENT TAXES	1,250	6.42	1	7,500	32,874.09-	438	15,000	47,874.09
25 00	PENALTIES RE: TAXES	1,666	582.73	35	9,996	6,848.51	69	20,000	13,151.49
30 00	TAX CERTIFICATES	16,666	.00		99,996	.00		200,000	200,000.00
311 **	AD VALOREM	906,418	155,821.48	17	5,438,508	9,545,176.17	176	10,877,032	1,331,855.83
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	54,166	45,029.96	83	324,996	226,735.12	70	650,000	423,264.88
312 **	SALES USE AND FUEL TAXES	54,166	45,029.96	83	324,996	226,735.12	70	650,000	423,264.88
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	176,834.69	133	799,998	979,029.16	122	1,600,000	620,970.84
30 00	WATER-COCOA	33,333	36,901.11	111	199,998	230,348.11	115	400,000	169,651.89
40 00	GAS	4,583	1,375.36	30	27,498	22,812.17	83	55,000	32,187.83
80 00	PROPANE	2,000	3,461.17	173	12,000	13,123.05	109	24,000	10,876.95
314 **	UTILITY SERVICE TAX	173,249	218,572.33	126	1,039,494	1,245,312.49	120	2,079,000	833,687.51
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	54,557.44	98	334,998	328,601.82	98	670,000	341,398.18
315 **	COMMUNICATION SERVICE TAX	55,833	54,557.44	98	334,998	328,601.82	98	670,000	341,398.18
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	2,165.69	18	73,500	108,892.05	148	147,000	38,107.95
316 **	LOCAL BUSINESS TAX	12,250	2,165.69	18	73,500	108,892.05	148	147,000	38,107.95
310 ***	TAXES	1,201,916	476,146.90		7,211,496	11,454,717.65		14,423,032	2,968,314.35
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	.00		0	2,132.10		0	2,132.10-
322 **	BUILDING PERMITS	0	.00		0	2,132.10		0	2,132.10-
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	130,806.55	121	649,998	576,577.22	89	1,300,000	723,422.78
40 00	GAS	7,083	4,848.50	69	42,498	37,959.42	89	85,000	47,040.58
70 00	SOLID WASTE	25,000	26,548.91	106	150,000	160,061.95	107	300,000	139,938.05
323 **	FRANCHISE FEES	140,416	162,203.96	116	842,496	774,598.59	92	1,685,000	910,401.41
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	273,231	70,880.38	26	1,639,386	2,857,043.63	174	3,278,777	421,733.37

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 02	F ASSMNT DELINQ TAXES	250	444.06	178	1,500	20,678.42-	1379	3,000	23,678.42
22 03	F ASSMNT PENALTIES	416	525.68	126	2,496	701.28-	28	5,000	5,701.28
22 04	F ASSMNT TAX CERTS	11,666	.00		69,996	.00		140,000	140,000.00
22 *	FIRE PROTECTION	285,563	71,850.12	25	1,713,378	2,835,663.93	166	3,426,777	591,113.07
325 **	SPECIAL ASSESSMENT	285,563	71,850.12	25	1,713,378	2,835,663.93	166	3,426,777	591,113.07
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	2,500	.00		15,000	.00		30,000	30,000.00
10 *	INSPECTION FEES	2,500	.00		15,000	.00		30,000	30,000.00
25 00	PLANNING AND ZONING	3,333	11,470.00	344	19,998	112,156.50	561	40,000	72,156.50-
35 00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	5,833	11,470.00	197	34,998	112,156.50	321	70,000	42,156.50-
320 ***	OTHER PERMITS & FEES	431,812	245,524.08		2,590,872	3,724,551.12		5,181,777	1,457,225.88
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20 15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20 21	BPV 2020 96472	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	0	.00		0	13,901.60-		0	13,901.60
20 23	BULLET PROOF VEST 2021	307	.00		1,228	.00		3,066	3,066.00
20 24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20 25	JAG 2022-22-GG-02810	0	13,800.00		0	13,800.00		0	13,800.00-
20 26	BULLET PROOF VEST 2022	196	.00		784	2,761.70	352	1,960	801.70-
20 27	VOCA-2023-COCOA PD-00042	9,910	4,758.16	48	59,460	22,341.34	38	118,921	96,579.66
20 28	JAG 2023-23-GG-03233	1,298	.00		7,788	.00		15,572	15,572.00
20 29	BULLET PROOF VEST 2023	1,078	.00		6,468	310.80	5	12,940	12,629.20
20 *	PUBLIC SAFETY	12,789	18,558.16	145	75,728	8,695.24	12	152,459	143,763.76
39 12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
70 02	AFRICAN AM MUSE-GR2111	1,770	.00		7,080	12,300.00-	174	17,700	30,000.00
331 **	FEDERAL GRANTS	14,559	18,558.16	128	82,808	3,604.76-	4	170,159	173,763.76
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
334	STATE GRANT								
10 15	CYBERSECUR DMS 22/23-249	0	.00		0	.00		0	.00
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
70 11	HTMOORE RESTOR-GR23HM	420	.00		1,680	3,938.75-	234	4,204	8,142.75
90 15	FLA CORONAVIRUS SFRF	0	.00		0	.00		0	.00
334 **	STATE GRANT	420	.00		1,680	3,938.75-	234	4,204	8,142.75
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	66,416	61,503.92	93	398,496	369,023.53	93	797,000	427,976.47
12 20	8TH CNT MUNICIPAL GAS TAX	13,333	13,318.37	100	79,998	79,910.22	100	160,000	80,089.78
12 *	STATE REVENUE SHARING	79,749	74,822.29	94	478,494	448,933.75	94	957,000	508,066.25
14 00	MOBILE HOME LICENSES	2,083	1,159.87	56	12,498	18,852.33	151	25,000	6,147.67
15 00	ALCOHOLIC BEVERAGE	2,083	.00		12,498	971.89	8	25,000	24,028.11
18 00	LOCAL GOVERNMENT 1/2 CENT	108,333	111,765.34	103	649,998	584,121.73	90	1,300,000	715,878.27
21 00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		7,998	11,834.25	148	16,000	4,165.75
29 21	POL PEN STATE CONTR	17,287	.00		103,722	.00		207,445	207,445.00
29 22	FIRE PEN STATE CONTR	11,861	.00		71,166	.00		142,337	142,337.00
29 *	OTHER PUBLIC SAFETY	29,148	.00		174,888	.00		349,782	349,782.00
41 00	FUEL TAX REFUNDS	1,666	7,240.58	435	9,996	7,240.58	72	20,000	12,759.42
335 **	STATE SHARED REVENUES	224,395	194,988.08	87	1,346,370	1,071,954.53	80	2,692,782	1,620,827.47
337	GRANTS FROM LOCAL UNITS								
30 17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
30 18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
30 19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
30 20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
30 21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
60 00	HUMAN SERVICES	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 06	SR524 Widening	0	.00		0	4,300,000.00		0	4,300,000.00-
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	4,300,000.00		0	4,300,000.00-
330 ***	INTERGOVERNMENTAL REVENUE	239,374	213,546.24		1,430,858	5,364,411.02		2,867,145	2,497,266.02-
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								

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
30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	8,274	9,743.62	118	49,644	36,791.08	74	99,295	62,503.92
90 12	PASSPORT EXECUTION FEES	250	210.00	84	1,500	1,400.00	93	3,000	1,600.00
341 **	GENERAL GOVERNMENT	8,524	9,953.62	117	51,144	38,191.08	75	102,295	64,103.92
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	14,666	14,071.05	96	87,996	41,816.05	48	176,000	134,183.95
10 02	SCHOOL RES OFFICER	22,833	.00		136,998	188,375.00	138	274,000	85,625.00
10 *	SVC CHG - LAW ENF SERVICE	37,499	14,071.05	38	224,994	230,191.05	102	450,000	219,808.95
20 00	SVC CHG - FIRE PROTECTION	2,500	4,835.00	193	15,000	19,417.50	130	30,000	10,582.50
90 00	OTHER PUBLIC SAFETY	83	.00		498	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	450.00	72	3,750	1,640.00	44	7,500	5,860.00
90 *	OTHER PUBLIC SAFETY	708	450.00	64	4,248	1,640.00	39	8,500	6,860.00
342 **	PUBLIC SAFETY	40,707	19,356.05	48	244,242	251,248.55	103	488,500	237,251.45
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	50,824	53,687.79	106	304,944	319,033.86	105	609,898	290,864.14
37 11	ROCKLEDGE	28,236	29,644.17	105	169,416	176,468.50	104	338,832	162,363.50
37 12	SUN LAKE	367	.00		2,202	1,512.90	69	4,404	2,891.10
37 13	CLNY PK-M.I.UTIL CO.	186	203.85	110	1,116	1,202.15	108	2,236	1,033.85
37 16	COCOA BEACH	10,616	11,105.31	105	63,696	66,194.30	104	127,401	61,206.70
37 17	CAPE CANAVERAL	9,035	9,057.87	100	54,210	54,193.45	100	108,426	54,232.55
37 18	TITUSVILLE	406	411.75	101	2,436	2,487.25	102	4,879	2,391.75
37 *	WATER BILLING SERVICES	99,670	104,110.74	105	598,020	621,092.41	104	1,196,076	574,983.59
39 01	SERVICE CHARGES	75,000	67,159.16	90	450,000	470,698.79	105	900,000	429,301.21
39 03	ADMIN CHARGES	40,000	44,865.00	112	240,000	258,750.00	108	480,000	221,250.00
39 04	PENALTIES	60,000	46,130.75	77	360,000	338,203.84	94	720,000	381,796.16
39 05	NSF CHECKS	2,500	3,761.04	150	15,000	28,823.43	192	30,000	1,176.57
39 13	HIGH CONSUMP CHGS	400	1,875.00	469	2,400	10,620.00	443	4,800	5,820.00-
39 *	WATER OTHER INCOME	177,900	163,790.95	92	1,067,400	1,107,096.06	104	2,134,800	1,027,703.94
41 10	SOLID WASTE	229,801	236,575.42	103	1,378,806	1,392,927.35	101	2,757,617	1,364,689.65
41 20	RECYCLING REVENUE	33,735	34,456.83	102	202,410	209,415.96	104	404,831	195,415.04
41 30	GREEN WASTE	38,327	42,543.11	111	229,962	258,134.42	112	459,933	201,798.58
41 *	GARBAGE COLLECTION	301,863	313,575.36	104	1,811,178	1,860,477.73	103	3,622,381	1,761,903.27
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	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
90 01	FDOT MEDIAN MAINT	5,016	.00		30,096	15,632.50	52	60,200	44,567.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	10,550	.00		63,300	.00		126,610	126,610.00
90 *	OTHER PHYSICAL ENVIRON	15,566	.00		93,396	15,632.50	17	186,810	171,177.50
343 **	PHYSICAL ENVIRONMENT	594,999	581,477.05	98	3,569,994	3,604,298.70	101	7,140,067	3,535,768.30
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	83	115.00	139	498	295.00	59	1,000	705.00
20 11	SERVICE FEES	0	1,700.00		0	3,838.17		0	3,838.17-
20 *	PARKS & RECREATION	83	1,815.00	2187	498	4,133.17	830	1,000	3,133.17-
39 10	PORCHER HOUSE - REVENUES	833	.00		4,998	3,340.00	67	10,000	6,660.00
39 11	TENANT MAINTENANCE FEES	100	124.35	124	600	609.06	102	1,200	590.94
39 20	COCOA CIVIC CENTER	833	262.04	32	4,998	7,664.73	153	10,000	2,335.27
39 30	RIVERFRONT PARK	666	1,575.00	237	3,996	5,055.59	127	8,000	2,944.41
39 *	OTHER CULTURAL SERVICES	2,432	1,961.39	81	14,592	16,669.38	114	29,200	12,530.62
40 05	SPECIAL EVENT PERMITS	1,666	3,600.00	216	9,996	22,650.00	227	20,000	2,650.00-
50 10	EVENT FEES	280	.00		1,680	567.35	34	3,368	2,800.65
50 30	ADVERTISING/SPONSORSHIPS	91	.00		546	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	217.50	218	600	1,103.25	184	1,200	96.75
50 *	SPECIAL REC FACILITIES	471	217.50	46	2,826	1,670.60	59	5,668	3,997.40
347 **	CULTURE/RECREATION	4,652	7,593.89	163	27,912	45,123.15	162	55,868	10,744.85
340 ***	CHARGES FOR SERVICES	648,882	618,380.61		3,893,292	3,938,861.48		7,786,730	3,847,868.52
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	1,975.74	158	7,500	6,203.07	83	15,000	8,796.93
351 **	JUDGMENTS AND FINES	1,250	1,975.74	158	7,500	6,203.07	83	15,000	8,796.93
350 ***	FINES AND FORFEITURES	1,250	1,975.74		7,500	6,203.07		15,000	8,796.93
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	1,576.19	16	60,000	25,809.29	43	120,000	94,190.71
10 02	INVESTMENT INTEREST	10,000	175,620.76	1756	60,000	783,792.91	1306	120,000	663,792.91-
10 10	SBA ACCOUNT 121328	50	57,953.62	5907	300	341,765.49	3922	600	341,165.49-
10 11	INTEREST/CBOS	91	.00		546	.00		1,100	1,100.00
10 *	INTEREST	20,141	235,150.57	1168	120,846	1,151,367.69	953	241,700	909,667.69-

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
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
35 01	AMERICAN TOWER	0	.00		0	.00		0	.00
35 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
35 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
35 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
35 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
35 06	LEASE - TMOBILE A2C0020A	0	.00		0	.00		0	.00
35 07	LEASE - TMOBILE A2C0555A	0	.00		0	.00		0	.00
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	20,141	235,150.57	1168	120,846	1,151,367.69	953	241,700	909,667.69-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,108	4,056.66	37	66,648	129,333.39	194	133,300	3,966.61
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	609.84-	105	3,498	8,220.96	235	7,000	1,220.96-
39 20	CIVIC CENTER-TENANTS	658	2,617.16	398	3,948	3,960.00	100	7,900	3,940.00
39 *	RENTALS AND LEASES	1,241	2,007.32	162	7,446	12,180.96	164	14,900	2,719.04
362 **	RENT AND ROYALTIES	12,349	6,063.98	49	74,094	141,514.35	191	148,200	6,685.65
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	52,500	.00		210,000	532,962.50	254	525,000	7,962.50-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	52,500	.00		210,000	532,962.50	254	525,000	7,962.50-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	308.00		0	632.85		0	632.85-
365 **	SALE SURPLUS MTRLS &SCRAP	0	308.00		0	632.85		0	632.85-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	1,500.00		0	27,628.00		0	27,628.00-

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
	10 10	CONTRIBS FOR K-9	857	.00		857	.00		6,000	6,000.00
	10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
	10 16	FIREHOUSE SUBS - E-BIKES	0	.00		0	.00		0	.00
	10 *	DONATIONS-PRIVATE SOURCES	857	.00		857	.00		6,000	6,000.00
366	**	CONTRIBUTIONS & DONATIONS	857	1,500.00	175	857	27,628.00	3224	6,000	21,628.00-
368		PENSION CONTRIBUTIONS								
	00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
	21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
	22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	12,489	37,107.03	297	37,467	97,613.41	261	112,400	14,786.59
	90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
	90 03	CODE ENF ABATE/DEMO REV	8,333	2,220.00	27	49,998	87,698.17	175	100,000	12,301.83
	90 04	MISC. POLICE REVENUES	708	380.33	54	4,248	510.08	12	8,500	7,989.92
	90 05	INVESTIGATIVE COSTS REIM	4,512	4,907.03	109	27,072	20,309.38	75	54,145	33,835.62
	90 09	PROPERTY REGISTRATION	416	.00		2,496	.00		5,000	5,000.00
	90 12	LEISURE SVCS -CANCEL FEES	0	97.50		0	571.00		0	571.00-
	90 *	OTHER MISC REVENUES	26,458	44,711.89	169	121,281	206,702.04	170	280,045	73,342.96
	96 00	INSURANCE REFUND/PROCEEDS	0	13,803.46		0	19,972.28		0	19,972.28-
369	**	OTHER MISC REVENUES	26,458	58,515.35	221	121,281	226,674.32	187	280,045	53,370.68
360	***	MISCELLANEOUS REVENUES	112,305	301,537.90		527,078	2,080,779.71		1,200,945	879,834.71-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
	91 10	TRF FROM COCOA CRA (110)	18,566	18,566.67	100	111,396	111,400.02	100	222,800	111,399.98
	91 11	TRF FROM DIAMOND SQ (111)	114,286	800,000.00	700	114,286	800,000.00	700	800,000	.00
	91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
	91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
	91 23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00
	91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
	91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
	91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
	91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
	91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
	91 *	TRANSFER FROM	132,852	818,566.67	616	225,682	911,400.02	404	1,022,800	111,399.98

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
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	3,984,924	3,984,924.00	100	7,969,848	3,984,924.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.92	100	156,246	156,251.52	100	312,503	156,251.48
94 *	INTERFUND TRANSFER	690,195	690,195.92	100	4,141,170	4,141,175.52	100	8,282,351	4,141,175.48
381 **	INTERFUND TRANSFER	823,047	1,508,762.59	183	4,366,852	5,052,575.54	116	9,305,151	4,252,575.46
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	3,844,662	3,844,667.52	100	7,689,335	3,844,667.48
40 01	6% PILOFF	140,178	140,178.92	100	841,068	841,073.52	100	1,682,147	841,073.48
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	4,685,730	4,685,741.04	100	9,371,482	4,685,740.96
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	4,685,730	4,685,741.04	100	9,371,482	4,685,740.96
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	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	1,182,895	.00		5,539,728	.00		12,637,104	12,637,104.00
99 *	BALANCE FORWARD	1,182,895	.00		5,539,728	.00		12,637,104	12,637,104.00
389 **	NON OPERATING SOURCES	1,182,895	.00		5,539,728	.00		12,637,104	12,637,104.00
380 ***	OTHER SOURCES(NON-REV)	2,786,897	2,289,719.43		14,592,310	9,738,316.58		31,313,737	21,575,420.42
FUND TOTAL	GENERAL FUND	5,422,436	4,146,830.90		30,253,406	36,307,840.63		62,788,366	26,480,525.37
GRAND TOTAL		5,422,436	4,146,830.90		30,253,406	36,307,840.63		62,788,366	26,480,525.37

REPORT SELECTIONS

Fiscal year . . . . . : 2024
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	80521	71662.83	89	503547	425843.58	85	.00	986729	560885.42	43
11 **	EXECUTIVE SALARIES	80521	71662.83	89	503547	425843.58	85	.00	986729	560885.42	43
12-00	REGULAR SALARIES & WAGES	1215406	960128.66	79	7344161	5750738.82	78	.00	14636739	8886000.18	39
12-06	SALARIES/CONTRACTUAL	9896	15926.50	161	58124	55685.50	96	.00	117500	61814.50	47
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
12-12	ACCRUAL PAYOUTS	18602	3693.39	20	61649	120435.49	195	.00	173285	52849.51	70
12 **	REGULAR SALARIES & WAGES	1243904	979748.55	79	7463934	5926859.81	79	.00	14927524	9000664.19	40
13-00	OTHER SALARIES & WAGES	82104	73146.20	89	484944	432752.81	89	.00	977609	544856.19	44
13 **	OTHER SALARIES & WAGES	82104	73146.20	89	484944	432752.81	89	.00	977609	544856.19	44
14-00	OVERTIME	53796	75046.80	140	322712	556903.40	173	.00	645560	88656.60	86
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	53796	75046.80	140	322712	556903.40	173	.00	645560	88656.60	86
15-00	SPECIAL PAY	32848	25267.57	77	192167	184319.19	96	.00	389296	204976.81	47
15 **	SPECIAL PAY	32848	25267.57	77	192167	184319.19	96	.00	389296	204976.81	47
20-00	CLOTHING/SHOE ALLOWANCE	1846	2625.00	142	11076	6411.93	58	.00	22168	15756.07	29
20 **	CLOTHING/SHOE ALLOWANCE	1846	2625.00	142	11076	6411.93	58	.00	22168	15756.07	29
21-00	FICA TAXES	111524	92373.91	83	669644	566550.00	85	.00	1338915	772365.00	42
21 **	FICA TAXES	111524	92373.91	83	669644	566550.00	85	.00	1338915	772365.00	42
22-00	RETIREMENT CONTRIBUTIONS	105820	95554.41	90	631015	580782.58	92	.00	1266064	685281.42	46
22-01	FIRE PENSION	225715	185924.89	82	1354290	1131282.43	84	.00	2708603	1577320.57	42
22-02	STATE CONTRIBUTIONS	29148	.00	0	174888	.00	0	.00	349782	349782.00	0
22-03	NON-FRS RETIREMENT PLAN	2963	2833.16	96	17778	16694.68	94	.00	35580	18885.32	47
22 **	RETIREMENT CONTRIBUTIONS	363646	284312.46	78	2177971	1728759.69	79	.00	4360029	2631269.31	40
23-00	INSURANCES	5622	4263.33	76	33732	23546.76	70	.00	67570	44023.24	35

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
23-02	MEDICARE PART B	34275	55172.30	161	205650	215267.42	105	2096.40	411300	193936.18	53
23-04	MEDICAL	320320	246782.99	77	1922172	1373595.88	72	.00	3844183	2470587.12	36
23-05	HEALTH GF RETIREES 50%	5287	3715.60	70	33110	22758.05	69	.00	64828	42069.95	35
23-06	HEALTH GF RETIREES 100%	24415	22288.06	91	146490	130941.66	89	.00	292980	162038.34	45
23-07	DENTAL INSURANCE	15260	12095.40	79	91560	67941.94	74	.00	183246	115304.06	37
23-08	VISION INSURANCE	2702	2169.18	80	16212	12178.37	75	.00	32605	20426.63	37
23-09	LONG TERM DISABILITY	4164	4064.33	98	24984	22525.48	90	.00	50093	27567.52	45
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	412045	350551.19	85	2473910	1868755.56	76	2096.40	4946805	3075953.04	38
24-00	WORKER'S COMPENSATION	63976	26951.32	42	383856	176458.02	46	.00	767829	591370.98	23
24 **	WORKER'S COMPENSATION	63976	26951.32	42	383856	176458.02	46	.00	767829	591370.98	23
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	2200.00	44	.00	10000	7800.00	22
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	2200.00	44	.00	10000	7800.00	22
27-00	BENEFIT OFFSET	20683	18054.04	87	121703	106674.17	88	.00	245799	139124.83	43
27 **	BENEFIT OFFSET	20683	18054.04	87	121703	106674.17	88	.00	245799	139124.83	43
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	42630	33781.42	79	256445	162320.24	63	216830.76	512238	133087.00	74
31-01	LEGAL EXPENSES	41673	38978.07	94	250038	186971.36	75	301608.64	500080	11500.00	98
31-02	MEDICAL SERVICES	4644	3199.30	69	27864	8419.95	30	42289.60	55730	5020.45	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	6948	13905.00	200	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	1770	.00	0	7080	17700.00	250	.00	17700	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HTMOORE RESTOR-GR23HM	420	.00	0	1680	.00	0	4203.50	4204	.50	100
31-33	EMPLOYEE HEALTH CENTER	34768	37184.96	107	208608	167674.48	80	249546.52	417221	.00	100
31 **	PROFESSIONAL SERVICES	127063	113143.75	89	758663	556991.03	73	814479.02	1521078	149607.95	90
32-00	ACCOUNTING & AUDITING	6333	26000.00	411	37998	37000.00	97	30000.00	76000	9000.00	88
32 **	ACCOUNTING & AUDITING	6333	26000.00	411	37998	37000.00	97	30000.00	76000	9000.00	88
34-00	CONTRACT SERVICES	147838	99665.63	67	853262	1398833.12	164	1663733.28	1740357	1322209.40-	176
34-03	CUSTOMER SERVICE CONTRACT	277010	279441.43	101	1662060	1361272.44	82	.00	3324121	1962848.56	41
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	29022.65	81	216000	174135.90	81	232136.60	432000	25727.50	94
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	460848	408129.71	89	2731322	2934241.46	107	1895869.88	5496478	666366.66	88
39-00	CONTINGENCY	253700	.00	0	1058059	.00	0	.00	2580274	2580274.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	253700	.00	0	1058059	.00	0	.00	2580274	2580274.00	0
40-00	TRAVEL & PER DIEM	8383	5770.82	69	54124	18110.83	34	717.00	104545	85717.17	18
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	8383	5770.82	69	54124	18110.83	34	717.00	104545	85717.17	18
41-00	COMMUNICATION	34919	11950.85	34	203739	181337.03	89	190907.48	413302	41057.49	90
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	34919	11950.85	34	203739	181337.03	89	190907.48	413302	41057.49	90
42-00	POSTAGE & FREIGHT	41818	42719.19	102	250077	213717.94	86	253287.88	501082	34076.18	93
42 **	POSTAGE & FREIGHT	41818	42719.19	102	250077	213717.94	86	253287.88	501082	34076.18	93

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
43-00	ELECTRIC/WATER/SEWER	75991	59589.58	78	455687	318171.04	70	528347.06	911649	65130.90	93
43 **	ELECTRIC/WATER/SEWER	75991	59589.58	78	455687	318171.04	70	528347.06	911649	65130.90	93
44-00	RENTALS AND LEASES	4579	4185.78	91	27304	29643.00	109	19053.56	54801	6104.44	89
44 **	RENTALS AND LEASES	4579	4185.78	91	27304	29643.00	109	19053.56	54801	6104.44	89
45-00	INSURANCE	77310	176407.84	228	465224	552880.80	119	.00	929099	376218.20	60
45 **	INSURANCE	77310	176407.84	228	465224	552880.80	119	.00	929099	376218.20	60
46-00	REPAIRS & MAINTENANCE	95726	62416.83	65	543540	404649.72	74	195144.18	1117928	518134.10	54
46-02	REPAIR/MAINT BUILDING	33508	51614.88	154	201048	114809.69	57	81617.77	402100	205672.54	49
46-03	REPAIR/MAINT-VEHICLES	39833	23817.40	60	236912	164804.27	70	14269.37	475986	296912.36	38
46-05	HYDRANT FEES	21649	21585.33	100	129894	129511.98	100	.00	259797	130285.02	50
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	190716	159434.44	84	1111394	813775.66	73	291031.32	2255811	1151004.02	49
47-00	PRINTING & BINDING	14721	8038.81	55	88358	57122.00	65	91314.00	176755	28319.00	84
47 **	PRINTING & BINDING	14721	8038.81	55	88358	57122.00	65	91314.00	176755	28319.00	84
48-00	PROMOTIONAL ACTIVITIES	5362	6387.52	119	35422	20746.73	59	1605.00	67641	45289.27	33
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	246	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	5403	6387.52	118	35668	20746.73	58	1605.00	68141	45789.27	33
49-00	OTHER CHARGES & OBLIG.	20636	6361.04	31	122840	113189.83	92	115290.31	246761	18280.86	93
49-02	ADVERTISING	124	.00	0	744	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2496	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	6232.54-	0	0	17416.83-	0	.00	0	17416.83	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	12498	4605.00-	37-	.00	25000	29605.00	18-
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	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
49 **	OTHER CHARGES & OBLIG.	23259	128.50	1	138578	91168.00	66	115290.31	278261	71802.69	74
51-00	OFFICE SUPPLIES	4004	2121.16	53	24426	10365.87	42	.00	48564	38198.13	21
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4004	2121.16	53	24426	10365.87	42	.00	48564	38198.13	21
52-00	OPERATING SUPPLIES	78588	98305.70	125	465200	619362.19	133	54782.99	936835	262689.82	72
52-02	UNIFORMS-PURCHASED	7370	3124.09	42	42726	37343.88	87	45877.38	86968	3746.74	96
52-05	EMS 1st RESP-CONSUM SUPP	4780	6316.02	132	28824	17399.37	60	29408.40	57505	10697.23	81
52-07	JANITORIAL SUPPLIES	4482	2277.65	51	26892	17882.33	67	.00	53805	35922.67	33
52-10	HEATING FUEL	474	281.21	59	2844	1480.88	52	4207.12	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	307	.00	0	1228	3065.40	250	.00	3066	.60	100
52-26	BULLET PROOF VEST 2022	392	.00	0	1568	3919.00	250	1.00	3920	.00	100
52-30	FUEL, OIL, & LUBRICANTS	28976	18776.13	65	175267	104267.32	60	.00	349195	244927.68	30
52-33	EMPLOYEE HEALTH CENTER	15729	14594.98	93	94374	50607.23	54	138142.77	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	.00	0	7788	15572.00	200	.00	15572	.00	100
52-38	BULLET PROOF VEST 2023	2156	3775.36	175	12936	16679.08	129	9200.92	25880	.00	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	144552	147451.14	102	859647	887578.68	103	281620.58	1727184	557984.74	68
53-00	ROAD MATERIALS/SUPPLIES	3847	6236.19	162	23082	15986.05	69	8049.00	46175	22139.95	52
53 **	ROAD MATERIALS/SUPPLIES	3847	6236.19	162	23082	15986.05	69	8049.00	46175	22139.95	52
54-00	MEMBERSHIP/PUBLICATIONS	5141	2395.40	47	36196	25527.99	71	1225.00	67177	40424.01	40
54 **	MEMBERSHIP/PUBLICATIONS	5141	2395.40	47	36196	25527.99	71	1225.00	67177	40424.01	40
55-00	TRAINING	16826	5599.00	33	103396	42131.13	41	6656.44	204468	155680.43	24

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
55-01	EDA PROGRAM	2251	5583.00	248	10670	5524.96	52	8598.50	24182	10058.54	58
55-02	P/F HS RECRUITMENT	1441	2838.94	197	5764	6521.79	113	2935.96	14408	4950.25	66
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	20518	14020.94	68	119830	54177.88	45	18190.90	243058	170689.22	30
56-15	IT-RELATED OPERATING EXP	295515	36097.40	12	1334132	576073.93	43	133849.20	3107335	2397411.87	23
56-16	CYBERSECUR DMS 22/23-249	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	295515	36097.40	12	1334132	576073.93	43	133849.20	3107335	2397411.87	23
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	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	24138	.00	0	96552	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	96552	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	213269	79020.35	37	477176	79020.35	17	5662.65	1756794	1672111.00	5
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	213269	79020.35	37	477176	79020.35	17	5662.65	1756794	1672111.00	5
63-00	INFRASTRUCTURE	159375	4509.00	3	964689	5036.63	1	1850822.69	1920936	65076.68	97
63-07	IMPROVE OTHER THAN BLDG	182003	290952.65	160	1128296	1121029.31	99	925017.24	2220324	174277.45	92
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	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
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	341378	295461.65	87	2092985	1126065.94	54	2775839.93	4141260	239354.13	94
64-00	MACHINERY AND EQUIPMENT	344802	272170.52	79	1576832	701170.88	45	2345332.85	3645674	599170.27	84
64-15	IT HARDWARE	6302	.00	0	39176	43336.44	111	.00	77000	33663.56	56
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	351104	272170.52	78	1616008	744507.32	46	2345332.85	3722674	632833.83	83
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	4272.32	100	25638	25608.55	100	25669.48	51278	.03-	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	4273	4272.32	100	25638	25608.55	100	25669.48	51278	.03-	100
72-30	LEASE - COPIERS	35	35.68	102	210	239.45	114	178.52	418	.03	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	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
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	35	35.68	102	210	239.45	114	178.52	418	.03	100
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	128525	.00	0	771150	1542305.00	200	.00	1542305	.00	100
81 **	AIDS TO GOVT AGENCY	128525	.00	0	771150	1542305.00	200	.00	1542305	.00	100
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	9996	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	9996	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	6246	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	6246	.00	0	.00	12500	12500.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89552.08	100	537360	537312.48	100	.00	1074726	537413.52	50
91-21	TO 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 RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89560	89552.08	100	537360	537312.48	100	.00	1074726	537413.52	50
FUND 001	TOTAL *********										
	GENERAL FUND	5421335	3970461.49	73	30257291	23432163.17	77	9829617.02	62788366	29526585.81	53
GRAND	TOTAL *********										
		5421335	3970461.49	73	30257291	23432163.17	77	9829617.02	62788366	29526585.81	53

FY 2024 Budget by Classification Report - Summary Listing

3/31/2024

Target for March 2024 is 50%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 37,361,151	$ 39,732,374	48%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 431,822	$ 135,528	76%
*OTHER SOURCES (NON-REVENUE)	$ 16,915,927	$ -	$ 199,904	$ 16,716,023	1%
REVENUE TOTALS	**$ 94,576,802**	**$ -**	**$ 37,992,877**	**$ 56,583,925**	**40%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,140	$ -	$ 8,102,484	$ 12,442,656	39%
OPERATING EXPENDITURES	$ 29,592,301	$ 9,847,287	$ 8,574,183	$ 11,170,831	29%
CAPITAL OUTLAY	$ 4,701,249	$ 1,848,085	$ 835,838	$ 2,017,326	18%
GRANTS, AIDS AND OTHER	$ 438,180	$ 252,980	$ 183,050	$ 2,150	42%
NON-OPERATING USES	$ 39,299,932	$ -	$ 27,043,626	$ 12,256,306	69%
EXPENSE TOTALS	**$ 94,576,802**	**$ 11,948,351**	**$ 44,739,182**	**$ 37,889,269**	60%
REVENUE TOTALS	**$ 94,576,802**	**$ -**	**$ 37,992,877**	**$ 56,583,925**	**40%**
EXPENSE TOTALS	**$ 94,576,802**	**$ 11,948,351**	**$ 44,739,182**	**$ 37,889,269**	**60%**
**	**$ -**	**$ (11,948,351)**	**$ (6,746,305)**	**$ 18,694,657**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,385,017	5,123,455.62	95	32,310,102	30,750,590.32	95	64,620,205	33,869,614.68
	33 00	WATER CONNECTION FEE	47,267	94,855.16	201	283,602	415,306.38	146	567,211	151,904.62
	36 00	WATER HYDRANT FEES	327,416	351,858.00	108	1,964,496	2,119,199.85	108	3,928,996	1,809,796.15
	39 06	HYDRANT RESID FLOW TEST	141	1,050.00	745	846	6,900.00	816	1,696	5,204.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,063.18	157	76,848	114,963.41	150	153,700	38,736.59
	39 08	JUMPER METERS	61	200.00	328	366	1,790.00	489	742	1,048.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	6,750.00	637	6,360	27,750.00	436	12,720	15,030.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	264	532.52	202	530	2.52-
	39 *	WATER OTHER INCOME	14,114	28,168.60	200	84,684	151,935.93	179	169,388	17,452.07
	51 00	SEWER SALES	613,203	597,891.12	98	3,679,218	3,708,887.76	101	7,358,443	3,649,555.24
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	613,203	597,891.12	98	3,679,218	3,708,887.76	101	7,358,443	3,649,555.24
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	790.08	144	3,282	4,711.11	144	6,572	1,860.89
	60 00	REUSE WATER SALES	36,274	33,058.57	91	217,644	207,161.24	95	435,290	228,128.76
	60 01	REUSE WATER INSTALLATION	618	313.54	51	3,708	3,358.36	91	7,420	4,061.64
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	36,892	33,372.11	91	221,352	210,519.60	95	442,710	232,190.40
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,424,456	6,230,390.69	97	38,546,736	37,361,150.95	97	77,093,525	39,732,374.05
340	***	CHARGES FOR SERVICES	6,424,456	6,230,390.69		38,546,736	37,361,150.95		77,093,525	39,732,374.05

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	7,232.37		0	29,827.98		0	29,827.98-
10 02	INVESTMENT INTEREST	41,757	32,948.96	79	250,542	266,921.65	107	501,087	234,165.35
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	41,757	40,181.33	96	250,542	296,749.63	118	501,087	204,337.37
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	41,757	40,181.33	96	250,542	296,749.63	118	501,087	204,337.37
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	114	.00		684	1,300.00	190	1,378	78.00
362 **	RENT AND ROYALTIES	114	.00		684	1,300.00	190	1,378	78.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	833	.00		4,998	1,102.57	22	10,000	8,897.43
364 **	DISPOSITION FIXED ASSETS	833	.00		4,998	1,102.57	22	10,000	8,897.43
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		1,590	12,179.70	766	3,180	8,999.70-
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		1,590	12,179.70	766	3,180	8,999.70-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	1,543.62	36	25,848	80,145.07	310	51,705	28,440.07-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	1,543.62	36	25,848	80,145.07	310	51,705	28,440.07-
96 00	INSURANCE REFUND/PROCEEDS	0	25,000.00		0	40,345.00		0	40,345.00-
369 **	OTHER MISC REVENUES	4,308	26,543.62	616	25,848	120,490.07	466	51,705	68,785.07-
360 ***	MISCELLANEOUS REVENUES	47,277	66,724.95		283,662	431,821.97		567,350	135,528.03
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 24	RENEW & REPLACE (424)	16,659	.00		99,954	199,904.00	200	199,904	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER 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
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	16,659	.00		99,954	199,904.00	200	199,904	.00
381 **	INTERFUND TRANSFER	16,659	.00		99,954	199,904.00	200	199,904	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	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	1,503,327	.00		7,696,045	.00		16,716,023	16,716,023.00
99 *	BALANCE FORWARD	1,503,327	.00		7,696,045	.00		16,716,023	16,716,023.00
389 **	NON OPERATING SOURCES	1,503,327	.00		7,696,045	.00		16,716,023	16,716,023.00
380 ***	OTHER SOURCES(NON-REV)	1,519,986	.00		7,795,999	199,904.00		16,915,927	16,716,023.00
FUND TOTAL	WATER/SEWER FUND	7,991,719	6,297,115.64		46,626,397	37,992,876.92		94,576,802	56,583,925.08
GRAND TOTAL		7,991,719	6,297,115.64		46,626,397	37,992,876.92		94,576,802	56,583,925.08

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER 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	14297	13161.60	92	85782	78969.60	92	.00	171571	92601.40	46
11 **	EXECUTIVE SALARIES	14297	13161.60	92	85782	78969.60	92	.00	171571	92601.40	46
12-00	REGULAR SALARIES & WAGES	968638	723960.10	75	5899432	4514463.05	77	.00	11711304	7196840.95	39
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	13947	14283.39	102	16034	97028.86	605	.00	99704	2675.14	97
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	982585	738243.49	75	5915466	4611491.91	78	.00	11811008	7199516.09	39
13-00	OTHER SALARIES & WAGES	53152	54628.10	103	298956	267237.64	89	.00	617896	350658.36	43
13 **	OTHER SALARIES & WAGES	53152	54628.10	103	298956	267237.64	89	.00	617896	350658.36	43
14-00	OVERTIME	61812	72237.09	117	370872	426138.85	115	.00	741778	315639.15	57
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	72237.09	117	370872	426138.85	115	.00	741778	315639.15	57
15-00	SPECIAL PAY	175	25.00	14	1050	150.00	14	.00	2100	1950.00	7
15 **	SPECIAL PAY	175	25.00	14	1050	150.00	14	.00	2100	1950.00	7
20-00	CLOTHING/SHOE ALLOWANCE	1787	240.00	13	10722	18812.84	176	.00	21470	2657.16	88
20 **	CLOTHING/SHOE ALLOWANCE	1787	240.00	13	10722	18812.84	176	.00	21470	2657.16	88
21-00	FICA TAXES	84908	66233.33	78	509448	407140.59	80	.00	1018921	611780.41	40
21 **	FICA TAXES	84908	66233.33	78	509448	407140.59	80	.00	1018921	611780.41	40
22-00	RETIREMENT CONTRIBUTIONS	142787	128032.47	90	856722	839835.67	98	.00	1713460	873624.33	49
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	403.77	91	2670	2451.01	92	.00	5346	2894.99	46
22 **	RETIREMENT CONTRIBUTIONS	143232	128436.24	90	859392	842286.68	98	.00	1718806	876519.32	49
23-00	INSURANCES	2774	2902.94	105	16644	16193.91	97	.00	33318	17124.09	49
23-02	RETIREES OTHER INSURANCES	13138	15823.14	120	78828	67141.58	85	.00	157665	90523.42	43
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	274768	197046.86	72	1648608	1098141.87	67	.00	3297259	2199117.13	33
23-05	HEALTH RETIREES 50%	1408	928.90	66	8448	5573.40	66	.00	16903	11329.60	33
23-06	HEALTH RETIREES 100%	3756	3715.60	99	22536	21364.70	95	.00	45074	23709.30	47
23-07	DENTAL INSURANCE	12245	8530.87	70	73470	48062.43	65	.00	146979	98916.57	33
23-08	VISION INSURANCE	2181	1570.06	72	13086	8888.22	68	.00	26217	17328.78	34
23-09	LONG TERM DISABILITY	2837	2974.72	105	17022	16623.12	98	.00	34087	17463.88	49
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	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 **	INSURANCES	313107	233493.09	75	1878642	1281989.23	68	.00	3757502	2475512.77	34
24-00	WORKER'S COMPENSATION	42321	15189.09	36	253926	104082.53	41	.00	507888	403805.47	21
24 **	WORKER'S COMPENSATION	42321	15189.09	36	253926	104082.53	41	.00	507888	403805.47	21
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	1925.00	39	.00	10000	8075.00	19
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4998	1925.00	39	.00	10000	8075.00	19
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	10800.00	78	83100	62259.59	75	.00	166200	103940.41	38
27 **	BENEFIT OFFSET	13850	10800.00	78	83100	62259.59	75	.00	166200	103940.41	38
31-00	PROFESSIONAL SERVICES	40553	3506.25	9	233885	87513.75	37	65751.25	477218	323953.00	32
31-01	LEGAL EXPENSES	47264	9487.20	20	261556	46687.32	18	88046.52	545139	410405.16	25
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	335110	106680.34	32	1499486	629590.16	42	2726751.94	3510148	153805.90	96
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	422927	119673.79	28	1994927	763791.23	38	2880549.71	4532505	888164.06	80
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	166759	36952.81	22	996647	291046.70	29	478173.12	1997231	1228011.18	39
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	166759	36952.81	22	996647	291046.70	29	478173.12	1997231	1228011.18	39
39-00	CONTINGENCY	108333	.00	0	649998	.00	0	.00	1300000	1300000.00	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	108333	.00	0	649998	.00	0	.00	1300000	1300000.00	0
40-00	TRAVEL AND PER DIEM	2117	736.75	35	10202	5130.52	50	.00	22938	17807.48	22
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	2117	736.75	35	10202	5130.52	50	.00	22938	17807.48	22
41-00	COMMUNICATION	19218	15209.07	79	114714	86259.93	75	111864.32	230061	31936.75	86
41 **	COMMUNICATION	19218	15209.07	79	114714	86259.93	75	111864.32	230061	31936.75	86
42-00	FREIGHT & POSTAGE SERVICE	1547	6106.50	395	6427	7363.93	115	.00	15740	8376.07	47
42 **	FREIGHT & POSTAGE SERVICE	1547	6106.50	395	6427	7363.93	115	.00	15740	8376.07	47
43-00	ELECTRIC/WATER/SEWER	174673	189289.96	108	1048038	971351.02	93	1044727.93	2096105	80026.05	96
43 **	ELECTRIC/WATER/SEWER	174673	189289.96	108	1048038	971351.02	93	1044727.93	2096105	80026.05	96
44-00	RENTAL AND LEASES	3156	7150.02	227	18636	24543.26	132	1075.74	37600	11981.00	68
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3156	7150.02	227	18636	24543.26	132	1075.74	37600	11981.00	68
45-00	INSURANCE	105017	234260.46	223	634193	714974.36	113	.00	1264307	549332.64	57
45 **	INSURANCE	105017	234260.46	223	634193	714974.36	113	.00	1264307	549332.64	57
46-00	REPAIRS & MAINTENANCE	506855	435256.47	86	3053091	2337267.48	77	1185861.71	6094248	2571118.81	58
46-02	REPAIR/MAINT BUILDING	25100	5458.15	22	117310	19577.47	17	19018.78	267918	229321.75	14

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	27269	25575.05	94	162720	75292.77	46	.00	326376	251083.23	23
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	559224	466289.67	83	3333121	2432137.72	73	1204880.49	6688542	3051523.79	54
47-00	PRINTING & BINDING	949	20.00	2	5694	100.00	2	.00	11420	11320.00	1
47 **	PRINTING & BINDING	949	20.00	2	5694	100.00	2	.00	11420	11320.00	1
48-00	PROMOTIONAL ACTIVITIES	2083	150.00	7	12498	8620.00	69	1600.00	25000	14780.00	41
48 **	PROMOTIONAL ACTIVITIES	2083	150.00	7	12498	8620.00	69	1600.00	25000	14780.00	41
49-00	OTHER CHARGES & OBLIG.	3890	6962.08	179	22870	35327.65	155	5000.00	46260	5932.35	87
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5371.31-	0	0	29397.59-	0	.00	0	29397.59	0
49-08	CASH OVER & UNDER	0	6.81	0	0	69.25-	0	.00	0	69.25	0
49-09	DOCUMENT RECORDING CHGS	500	230.00-	46-	3000	2276.30-	76-	4706.30	6000	3570.00	41
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
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	4390	1367.58	31	25870	3584.51	14	9706.30	52260	38969.19	25
51-00	OFFICE SUPPLIES	2047	1799.16	88	12282	6449.33	53	.00	24614	18164.67	26
51 **	OFFICE SUPPLIES	2047	1799.16	88	12282	6449.33	53	.00	24614	18164.67	26
52-00	OPERATING SUPPLIES	64935	69518.68	107	390194	380505.47	98	142883.77	779839	256449.76	67
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	769	1032.65	134	4614	4814.37	104	.00	9240	4425.63	52
52-09	CHEMICALS	531802	362329.67	68	3193312	2430938.88	76	3885312.87	6384130	67878.25	99
52-30	FUEL OIL & LUBRICANTS	44886	27114.89	60	269586	161726.59	60	18788.39	538938	358423.02	34
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	642392	459995.89	72	3857706	2977985.31	77	4046985.03	7712147	687176.66	91

FUND 421 WATER/SEWER 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	3177	.00	0	21917	388.46	2	34611.54	41000	6000.00	85
53 **	ROAD MATERIALS/SUPPLIES	3177	.00	0	21917	388.46	2	34611.54	41000	6000.00	85
54-00	MEMBERSHIP/PUBLICATIONS	3435	.00	0	20610	34209.26	166	.00	41245	7035.74	83
54 **	MEMBERSHIP/PUBLICATIONS	3435	.00	0	20610	34209.26	166	.00	41245	7035.74	83
55-00	TRAINING	6433	9542.50	148	37394	24541.88	66	5110.30	76027	46374.82	39
55-01	EDA PROGRAM	416	156.00-	38-	2496	162.42	7	.00	5000	4837.58	3
55 **	TRAINING	6849	9386.50	137	39890	24704.30	62	5110.30	81027	51212.40	37
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	334877	4840.75	1	1409262	221543.28	16	28002.25	3418559	3169013.47	7
56 **	TECHNOLOGY SYSTEMS	334877	4840.75	1	1409262	221543.28	16	28002.25	3418559	3169013.47	7
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	18917	11600.00	61	1248888	11600.00	1	465557.36	1362387	885229.64	35
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	18917	11600.00	61	1248888	11600.00	1	465557.36	1362387	885229.64	35
64-00	MACHINERY & EQUIPMENT	259467	31829.00	12	1235387	640828.00	52	1082279.46	2792203	1069095.54	62
64-15	IT HARDWARE	51400	.00	0	238234	183410.27	77	300247.83	546659	63000.90	89
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	310867	31829.00	10	1473621	824238.27	56	1382527.29	3338862	1132096.44	66
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	28188.33	100	169758	140257.45	83	199252.93	339510	.38-	100
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	28293	28188.33	100	169758	140257.45	83	199252.93	339510	.38-	100
72-32	LEASED ASSET-GENERATOR	7848	7951.67	101	47088	40442.55	86	53727.07	94170	.38	100
72-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7848	7951.67	101	47088	40442.55	86	53727.07	94170	.38	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	1650	2350.00	142	.00	3300	950.00	71
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	1650	2350.00	142	.00	3300	950.00	71
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	600	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	600	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	3844662	3844667.52	100	.00	7689335	3844667.48	50
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	1295975	.00	0	6874507	14650370.00	213	.00	14650370	.00	100
91-25	TO RESTRCTD ASSET (425)	609019	620431.86	102	3654114	3722591.16	102	.00	7308232	3585640.84	51
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2545771	1261209.78	50	14373283	22217628.68	155	.00	29647937	7430308.32	75
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	3984924	3984924.00	100	.00	7969848	3984924.00	50
94 **	INTERFUND TRANSFER	664154	664154.00	100	3984924	3984924.00	100	.00	7969848	3984924.00	50
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	841068	841073.52	100	.00	1682147	841073.48	50
95 **	NONOPERATING	140178	140178.92	100	841068	841073.52	100	.00	1682147	841073.48	50
FUND 421	TOTAL ********* WATER/SEWER FUND	7991632	5031027.64	63	46625866	44739182.05	96	11948351.38	94576802	37889268.57	60
GRAND	TOTAL *********	7991632	5031027.64	63	46625866	44739182.05	96	11948351.38	94576802	37889268.57	60

FY 2024 Budget by Classification Report - Summary Listing

3/31/2024

Target for March 2024 is 50%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ 1,897,549	$ 286,292	87%
CHARGES FOR SERVICES	$ -	$ -	$ (19)	$ 19	0%
INTERGOVERNMENTAL/GRANT	$ 906,949	$ -	$ -	$ 906,949	0%
MISCELLANEOUS	$ 9,287	$ -	$ 82,241	$ (72,954)	886%
**OTHER SOURCES (NON-REVENUE)	$ 954,282	$ -	$ -	$ 954,282	0%
REVENUE TOTALS	**$ 4,054,359**	**-**	**$ 1,979,771**	**$ 2,074,588**	**49%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 198,043	$ 484,252	29%
OPERATING EXPENDITURES	$ 938,844	$ 135,769	$ 155,706	$ 647,370	17%
CAPITAL OUTLAY	$ 2,120,717	$ 979,062	$ 1,027,579	$ 114,076	48%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
NON-OPERATING USES	$ 312,503	$ -	$ 156,252	$ 156,251	50%
EXPENSE TOTALS	**$ 4,054,359**	**$ 1,114,830**	**$ 1,537,579**	**$ 1,401,949**	**65%**
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 1,979,771**	**$ 2,074,588**	**49%**
EXPENSE TOTALS	**$ 4,054,359**	**$ 1,114,830**	**$ 1,537,579**	**$ 1,401,949**	**65%**
	$ -	**$ (1,114,830)**	**$ 442,191**	**$ 672,639**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	172,802	38,684.99	22	1,036,812	1,909,060.77	184	2,073,634	164,573.23
23 02	DELINQUENT TAX	0	.00		0	10,622.52-		0	10,622.52
23 03	PENALTIES	0	.00		0	889.19-		0	889.19
23 04	TAX CERTIFICATES	9,183	.00		55,098	.00		110,207	110,207.00
23 *	STORMWATER	181,985	38,684.99	21	1,091,910	1,897,549.06	174	2,183,841	286,291.94
325 **	SPECIAL ASSESSMENT	181,985	38,684.99	21	1,091,910	1,897,549.06	174	2,183,841	286,291.94
320 ***	OTHER PERMITS & FEES	181,985	38,684.99		1,091,910	1,897,549.06		2,183,841	286,291.94
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	12,000	.00		48,000	.00		120,000	120,000.00
36 36	N FSK S/W PND FLOAT WTLND	76,800	.00		307,200	.00		768,000	768,000.00
36 69	DIX/IRVR DR RESIL 23FRP03	0	.00		0	.00		0	.00
36 *	STORMWATER MANAGEMENT	88,800	.00		355,200	.00		888,000	888,000.00
334 **	STATE GRANT	88,800	.00		355,200	.00		888,000	888,000.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SAVE OUR INDIAN RVR LAGN	2,707	.00		2,707	.00		18,949	18,949.00
10 *	SHARED REV - BREVARD CTY	2,707	.00		2,707	.00		18,949	18,949.00
338 **	SHARED REVENUE LOCAL UNIT	2,707	.00		2,707	.00		18,949	18,949.00
330 ***	INTERGOVERNMENTAL REVENUE	91,507	.00		357,907	.00		906,949	906,949.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	.00		0	19.06-		0	19.06
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	.00		0	19.06-		0	19.06
343 **	PHYSICAL ENVIRONMENT	0	.00		0	19.06-		0	19.06
340 ***	CHARGES FOR SERVICES	0	.00		0	19.06-		0	19.06

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	740	133.70	18	4,440	3,208.64	72	8,887	5,678.36
10 02	INVESTMENT INTEREST	0	4,886.73		0	4,886.73		0	4,886.73-
10 10	SBA ACCOUNT 121328	0	11,278.53		0	70,290.63		0	70,290.63-
10 *	INTEREST	740	16,298.96	2203	4,440	78,386.00	1766	8,887	69,499.00-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	740	16,298.96	2203	4,440	78,386.00	1766	8,887	69,499.00-
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
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		198	3,854.74	1947	400	3,454.74-
369 **	OTHER MISC REVENUES	33	.00		198	3,854.74	1947	400	3,454.74-
360 ***	MISCELLANEOUS REVENUES	773	16,298.96		4,638	82,240.74		9,287	72,953.74-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	83,473	.00		453,440	.00		954,282	954,282.00
99 *	BALANCE FORWARD	83,473	.00		453,440	.00		954,282	954,282.00
389 **	NON OPERATING SOURCES	83,473	.00		453,440	.00		954,282	954,282.00
380 ***	OTHER SOURCES(NON-REV)	83,473	.00		453,440	.00		954,282	954,282.00
FUND TOTAL	STORMWATER UTILITY	357,738	54,983.95		1,907,895	1,979,770.74		4,054,359	2,074,588.26
GRAND TOTAL		357,738	54,983.95		1,907,895	1,979,770.74		4,054,359	2,074,588.26

REPORT SELECTIONS

Fiscal year . . . . . : 2024
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	35556	21822.40	61	213448	125099.74	59	.00	426786	301686.26	29
12-10	SALARY ADJUSTMENTS	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	35556	21822.40	61	213448	125099.74	59	.00	426786	301686.26	29
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	1430.93	269	3198	2804.36	88	.00	6400	3595.64	44
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	1430.93	269	3198	2804.36	88	.00	6400	3595.64	44
15-00	SPECIAL PAY	28	25.00	89	56	150.00	268	.00	225	75.00	67
15 **	SPECIAL PAY	28	25.00	89	56	150.00	268	.00	225	75.00	67
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	300	600.00	200	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	300	600.00	200	.00	600	.00	100
21-00	FICA TAXES	2772	1736.98	63	16632	9619.72	58	.00	33269	23649.28	29
21 **	FICA TAXES	2772	1736.98	63	16632	9619.72	58	.00	33269	23649.28	29
22-00	RETIREMENT CONTRIBUTIONS	4379	3155.49	72	26274	17355.66	66	.00	52553	35197.34	33
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	3155.49	72	26274	17355.66	66	.00	52553	35197.34	33
23-00	INSURANCES	108	82.22	76	648	435.24	67	.00	1302	866.76	33
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	5604.88	70	47916	28909.00	60	.00	95834	66925.00	30
23-07	DENTAL INSURANCE	309	260.34	84	1854	1365.42	74	.00	3716	2350.58	37
23-08	VISION INSURANCE	58	43.09	74	348	226.92	65	.00	707	480.08	32
23-09	LONG TERM DISABILITY	109	83.33	76	654	440.96	67	.00	1316	875.04	34
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	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 **	INSURANCES	8570	6073.86	71	51420	31377.54	61	.00	102875	71497.46	31
24-00	WORKER'S COMPENSATION	4565	1739.57	38	27390	10236.26	37	.00	54787	44550.74	19
24 **	WORKER'S COMPENSATION	4565	1739.57	38	27390	10236.26	37	.00	54787	44550.74	19
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	300.00	75	2400	800.00	33	.00	4800	4000.00	17
27 **	BENEFIT OFFSET	400	300.00	75	2400	800.00	33	.00	4800	4000.00	17
31-00	PROFESSIONAL SERVICES	17581	.00	0	101204	20698.21	21	13522.75	206702	172481.04	17
31-01	LEGAL EXPENSES	41	.00	0	246	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	17622	.00	0	101450	20698.21	20	13522.75	207202	172981.04	17
34-00	CONTRACT SERVICES	9183	2985.14	33	54248	43349.22	80	25157.73	109353	40846.05	63
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	9183	2985.14	33	54248	43349.22	80	25157.73	109353	40846.05	63
39-00	CONTINGENCY	18439	.00	0	176182	.00	0	.00	286823	286823.00	0
39 **	CONTINGENCY	18439	.00	0	176182	.00	0	.00	286823	286823.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1422	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1422	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	90.80	53	1038	544.66	53	1531.34	2076	.00	100
41 **	COMMUNICATION	173	90.80	53	1038	544.66	53	1531.34	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	246	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	246	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	1087.52	87	7500	5947.87	79	6666.14	15000	2385.99	84

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
43 **	ELECTRIC/WATER/SEWER	1250	1087.52	87	7500	5947.87	79	6666.14	15000	2385.99	84
44-00	RENTALS AND LEASES	250	.00	0	1500	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	1500	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	3427.45	246	8364	10270.82	123	.00	16734	6463.18	61
45 **	INSURANCE	1394	3427.45	246	8364	10270.82	123	.00	16734	6463.18	61
46-00	REPAIRS & MAINTENANCE	7268	8827.07	122	43488	48888.19	112	12679.48	87100	25532.33	71
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	17192	5659.84	33	48152	12241.58	25	73109.77	151314	65962.65	56
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	24460	14486.91	59	91640	61129.77	67	85789.25	238414	91494.98	62
47-00	PRINTING & BINDING	41	.00	0	246	275.00	112	.00	500	225.00	55
47 **	PRINTING & BINDING	41	.00	0	246	275.00	112	.00	500	225.00	55
49-00	OTHER CHARGES & OBLIG.	22	27.68	126	132	121.14	92	.00	267	145.86	45
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	146.81-	0	0	621.08-	0	.00	0	621.08	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	119.13-	542-	132	499.94-	379-	.00	267	766.94	187-
51-00	OFFICE SUPPLIES	41	326.28	796	246	374.68	152	.00	500	125.32	75
51 **	OFFICE SUPPLIES	41	326.28	796	246	374.68	152	.00	500	125.32	75
52-00	OPERATING SUPPLIES	922	1252.36	136	5532	4154.66	75	3101.47	11070	3813.87	66
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	1634.48	64	15456	7425.69	48	.00	30915	23489.31	24
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	3498	2886.84	83	20988	11580.35	55	3101.47	41985	27303.18	35
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	650.00	175	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	372	650.00	175	.00	750	100.00	87
55-00	TRAINING	729	428.00	59	4374	1385.00	32	.00	8750	7365.00	16
55 **	TRAINING	729	428.00	59	4374	1385.00	32	.00	8750	7365.00	16
56-15	IT-RELATED OPERATING EXP	345	.00	0	2070	.00	0	.00	4140	4140.00	0
56 **	TECHNOLOGY SYSTEMS	345	.00	0	2070	.00	0	.00	4140	4140.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	37452	697.87	2	168353	210230.05	125	68773.62	393059	114055.33	71
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	12000	.00	0	48000	.00	0	120000.00	120000	.00	100
63-36	N FSK S/W PND FLOAT WTLND	76800	.00	0	307200	768000.00	250	.00	768000	.00	100
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	59774	.00	0	358644	.00	0	717270.00	717291	21.00	100
63 **	INFRASTRUCTURE	186026	697.87	0	882197	978230.05	111	906043.62	1998350	114076.33	94
64-00	MACHINERY & EQUIPMENT	11019	.00	0	56244	49349.00	88	73018.00	122367	.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11019	.00	0	56244	49349.00	88	73018.00	122367	.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	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
72-35	SBITA - SAMSARA	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	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.92	100	156246	156251.52	100	.00	312503	156251.48	50
94 **	INTERFUND TRANSFER	26041	26041.92	100	156246	156251.52	100	.00	312503	156251.48	50
FUND 423	TOTAL ********* STORMWATER UTILITY	357726	88623.83	25	1907823	1537579.49	81	1114830.30	4054359	1401949.21	65
GRAND	TOTAL *********	357726	88623.83	25	1907823	1537579.49	81	1114830.30	4054359	1401949.21	65

Legislation Details (With Text)

File #:	24-215	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/15/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	FY 2024 March Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Revenue Budget Tracking Worksheet.pdf Expense Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2024
Agenda Date: April 23, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2024 March 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 2024 thru March 31st, 2024.

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:
Informational Item Only

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/12/2023	001-0000-331.20-28	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	143
	001-0000-389.99-50	$1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	
	001-0000-369.90-04	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	
10/27/2023	001-0000-389.99-50	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	
	001-0000-389.99-50	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	
	001-0000-389.99-50	$692,385	STRADLEY PARK BUDGET RESOLUTION #: 23-121	
	001-0000-331.20-29	$12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	
11/17/2023	001-0000-389.99-50	$0	STRADLEY PARK PROJECT SHORTFALL	
11/30/2023	001-0000-364.00-00	$525,000	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	
	001-0000-389.99-50	$127,875		
12/15/2023	001-0000-389.99-50	$6,356,024	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	001-0000-331.20-23	$3,066	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
	001-0000-331.20-26	$1,960		
	001-0000-331.70-02	$17,700		
	001-0000-334.70-11	$4,204		
	001-0000-389.99-50	$1,681,979		
01/16/2024	001-0000-369.90-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			24-008	143
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$12,296,906**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$12,296,906**
12/15/2023	104-0000-389.99-50	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$151,680**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$151,680**
10/12/2023	105-0000-334.90-01	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$14,691**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/COCOA HOUSING TRUST**	**$14,691**
12/15/2023	107-0000-389.99-50	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
12/18/2023	107-0000-389.99-50	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$15,094**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$15,094**
12/07/2023	110-0000-389.99-50	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/07/2023	110-0000-389.99-50	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	958
12/15/2023	110-0000-389.99-50	$2,331,364	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	110-0000-389.99-50	$25,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/10/2024	110-0000-338.00-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,420,783**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$2,420,783**
12/15/2023	111-0000-389.99-50	$150,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	1065
	111-0000-389.99-50	$15,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/31/2024	111-0000-338.00-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	
03/13/2024	111-0000-389.99-50	$325,000	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$461,518**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$461,518**
11/17/2023	130-0000-389.99-50	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/15/2023	130-0000-331.90-02	$691,432	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	669
	130-0000-331.90-02	$808,997	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,563,134**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$1,563,134**
02/29/2024	143-0000-389.99-50	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$13,457**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$13,457**
10/27/2023	303-0000-331.90-01	$4,103,261	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	303-0000-389.99-50	$426,023		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$4,529,284**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**
12/18/2023	304-0000-337.30-21	$84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
	304-0000-381.91-10	$84,000		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$168,000**
1	**Total Budget**	**Total Budget**	**T DOCKS / BREAKWATER**	**$168,000**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
10/27/2023	421-0000-381.91-24	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
	421-0000-389.99-50	($199,904)		
11/17/2023	421-0000-389.99-50	$264,304	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	
12/15/2023	421-0000-389.99-50	$7,571,410	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	421-0000-389.99-50	$1,987,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
02/29/2024	421-0000-389.99-50	($1,223,744)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$8,599,369**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$8,599,369**
02/29/2024	422-0000-389.99-50	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
	422-0000-389.99-50	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	422-0000-389.99-50	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,102,359**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER IMPACT FEE**	**$5,102,359**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/27/2023	423-0000-389.99-50	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
12/15/2023	423-0000-334.36-35	$120,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	423-0000-389.99-50	$79,978		
	423-0000-334.36-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	
	423-0000-389.99-50	$157,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,842,282**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$1,842,282**
10/27/2023	424-0000-389.99-50	$1,044,889	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	424-0000-389.99-50	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	
11/17/2023	424-0000-381.91-21	$1,182	MANHOLE LINING	
12/15/2023	424-0000-331.35-01	$56,303	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	424-0000-389.99-50	$18,108,386		
	424-0000-389.99-50	$5,514,531	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/25/2024	424-0000-389.99-50	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	
02/29/2024	424-0000-381.91-21	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
	424-0000-381.91-42	$107,092		

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/29/2024	424-0000-381.91-25	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	350
	424-0000-381.91-42	$2,593,648		
	424-0000-381.91-21	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
	424-0000-381.91-42	$2,401,619		
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$37,032,476**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$37,032,476**
02/29/2024	425-0000-389.99-50	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,820,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$1,820,000**

29 Transfers & Amendments Between Oct 1, 2023 and Mar 31, 2024

FY 2024 Total Transfer & Amendments $76,031,033

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: Revenue Budget Tracking Worksheet
Run by: David J. Radford

Date: 04/15/2024

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	02/26/2024	001-1000-511.21-00	($1,000)	JANUARY CLEANUP POSTAGE: YARD WASTE	2116
		001-1000-511.23-04	($500)		
		001-1000-511.48-00	($241)		
		001-1000-511.42-00	$1,741		
1	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**$0**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	01/23/2024	001-1100-512.11-00	($61,260)	GATEWAY/ RVI DECEMBER CLEANUP	1620
1	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($61,260)**	
1104 - PLANNING					
1104 - PLANNING	11/17/2023	001-1104-515.41-00	$1,200	VERIZON BALANCE October Cleanup	667
		001-1104-515.34-00	($5,000)		
		001-1104-515.42-00	$3,000		
		001-1104-515.51-00	$800		
	12/15/2023	001-1104-515.34-00	$56,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/23/2024	001-1104-515.34-00	$61,260	GATEWAY/ RVI DECEMBER CLEANUP	1620
	02/26/2024	001-1104-515.42-00	($570)	JANUARY CLEANUP LID. CONFERENCE: PLANNERS	2116
		001-1104-515.55-00	$570		
		001-1104-515.13-00	$15,356	JANUARY CLEANUP PT PLANNING INTERN	2116

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	02/26/2024	001-1104-515.12-00	($15,356)	JANUARY CLEANUP PT PLANNING INTERN	2116
4	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$118,174**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	10/13/2023	001-1203-517.72-30	$418	US BANK SISSINE COPIER GASB87 COMPLIANCE	163
		001-1203-517.71-30	$51,278		
		001-1203-516.44-00	($51,696)		
	11/17/2023	001-1203-516.41-00	$4,000	INTERNEET FEES AND TAXES October Cleanup	667
		001-1203-516.64-15	($4,000)	INTERNET FEES AND TAXES OCTOBER CLEANUP	667
	12/15/2023	001-1203-516.46-00	$2,867	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1203-516.56-15	$2,744		
	12/19/2023	001-1203-516.56-15	$13,200	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-1203-516.64-15	($2,000)	JANUARY CLEANUP INTERNET FEES	2116
		001-1203-516.41-00	$2,000		
5	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$18,811**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/17/2023	001-1600-513.31-00	$5,000	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
		001-1600-513.31-00	$15,000	GEHRING RISK CONSULTING October Cleanup	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	11/17/2023	001-1600-513.45-00	($15,000)	GEHRING RISK CONSULTING October Cleanup	667
		001-1600-513.39-00	($1,500)	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-1600-513.56-15	$679,000	BUDGT ROLL: AFBP21 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$52,500	BUDGT ROLL: AFBP21 SUST. RESOLUTION #: 23-143	1071
		001-1600-513.56-15	$1,457,967	BUDGT ROLL: AFBP22 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$400,000	BUDGT ROLL: AFFD. HOUSING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$128,223	BUDGT ROLL: D.S. PAVING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$480,000	BUDGT ROLL: ECON. INCENT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$634,500	BUDGT ROLL: FD PUMPER TRK RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$209,249	BUDGT ROLL: HS TRAINEES RESOLUTION #: 23-143	1071
		001-1600-513.55-02	$7,363	BUDGT ROLL: HS TRNEE RECR RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$240,000	BUDGT ROLL: MUSEUM CONT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$241,000	BUDGT ROLL: P&F CADETS RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/15/2023	001-1600-513.39-00	$6,071	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-1600-513.31-00	$67,103	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1600-513.34-00	$13,028		
		001-1600-513.55-01	$14,182		
		001-1600-513.55-02	$7,045		
	01/16/2024	001-1600-513.39-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #: 24-008	1503
		001-1600-513.39-00	($2,300)	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/26/2024	001-1600-513.49-00	$2,779	JANUARY CLEANUP FRS CHARGES	2116
		001-1600-513.23-05	($2,779)		
		001-1600-513.81-00	$1	JANUARY CLEANUP NEG. ROUNDING	2116
		001-1600-513.23-05	($1)		
4	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$4,750,831**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/17/2023	001-1603-525.52-00	($5,000)	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
1	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**($5,000)**	
1805 - CITY CLERK					
1805 - CITY CLERK	02/26/2024	001-1805-513.12-00	($2,220)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-1805-513.12-12	$2,220		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 1805 Total**	**$0**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/17/2023	001-1906-513.56-15	$4,248	MONSIDO SUBSCRIPTION ADA October Cleanup	667
		001-1906-513.48-00	($4,248)		
	12/15/2023	001-1906-513.56-15	$5,000	BUDGT ROLL: ARCHIVE SCIAL RESOLUTION #: 23-143	1071
	02/26/2024	001-1906-513.48-00	($5,500)	JANUARY CLEANUP MOORE CNTR. MUSIC/CATERER	2116
		001-1906-513.34-00	$5,500		
3	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$5,000**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	11/17/2023	001-1990-574.52-00	$1,000	DESK & DESK EQUIP. October Cleanup	667
		001-1990-574.49-00	($1,000)		
1	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/12/2023	001-2100-521.52-37	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	144
		001-2100-521.14-00	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	143
	10/27/2023	001-2100-521.52-38	$25,880	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	349
		001-2100-521.52-00	($12,940)		
	11/17/2023	001-2100-521.56-15	$10,183	DMS SOFTWARE FOR GASB96 October	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/17/2023	001-2100-521.54-00	($3,180)	Cleanup	667
		001-2100-521.46-00	($1,996)	IDEMIA SOFTWR FOR GASB96 OCTOBER CLEANUP	667
		001-2100-521.56-15	$1,996		
		001-2100-521.15-00	$1,500	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-2100-521.15-00	$20,000	BUDGT ROLL: OFF. SIGN ON RESOLUTION #: 23-143	1071
		001-2100-521.12-00	$32,000	BUDGT ROLL: PD HS TRAINEE RESOLUTION #: 23-143	1071
		001-2100-521.52-26	$3,920	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2100-521.64-00	$182,179		
		001-2100-521.46-03	$6,914		
		001-2100-521.52-23	$3,066		
		001-2100-521.52-00	$430		
	12/19/2023	001-2100-521.56-15	($13,200)	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-2100-521.12-12	$24,758	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-2100-521.12-00	($24,758)		
6	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$277,324**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/17/2023	001-2101-521.54-00	($7,003)	DMS SOFTWARE FOR GASB96 October Cleanup	667
	12/15/2023	001-2101-521.15-00	$5,000	BUDGT ROLL: DIS. SIGN ON	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2101 - POLICE COMMUNICATIONS				RESOLUTION #: 23-143	
	02/26/2024	001-2101-521.12-06	$1,500	JANUARY CLEANUP EXTRA DETAIL FUNDING	2116
		001-2101-521.12-00	($1,500)		
		001-2101-521.49-00	$10	JANUARY CLEANUP NOTARY INCREASE COSTS	2116
		001-2101-521.51-00	($10)		
3	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**($2,003)**	
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	12/18/2023	001-2132-524.12-00	($1,730)	NOV CLEANUP: SEE TRACKER EMPLOYEE ACCRUALS	1099
		001-2132-524.12-12	$1,730		
1	**Total Budget Amendments/Transfers**		**Division 2132 Total**	**$0**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	12/15/2023	001-2200-522.52-02	$14	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/26/2024	001-2200-522.12-06	$1,000	JANUARY CLEANUP Detail Funding: Fire	2116
		001-2200-522.12-00	($1,000)		
2	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$14**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	001-2201-522.52-05	($1,584)	EMS DRUG VND MACHINE OCTOBER CLEANUP	667
		001-2201-522.56-15	$1,584		
	11/30/2023	001-2201-522.64-00	$652,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	823

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	12/15/2023	001-2201-522.12-00	$35,668	BUDGT ROLL: FIRE HS TRNEE RESOLUTION #: 23-143	1071
		001-2201-522.46-00	$107	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2201-522.52-02	$7,463		
		001-2201-522.52-00	$11,970		
		001-2201-522.64-00	$850,000		
	12/18/2023	001-2201-522.55-00	($19,200)	NOV CLEANUP: SEE TRACKER STRATEGIC PLANNING SVCS	1099
		001-2201-522.34-00	$19,200		
		001-2201-522.46-00	$9,072	NOV CLEANUP: SEE TRACKER UNBUDGETED BUNKER GEAR	1099
		001-2201-522.55-00	($9,072)		
	01/23/2024	001-2201-522.56-15	($690)	KRONOS IVR: FD OT PAGING DECEMBER CLEANUP	1620
		001-2201-522.41-00	$690		
	02/26/2024	001-2201-522.41-00	$8,000	JANUARY CLEANUP Direct TV - Spect. Trnsfr	2116
		001-2201-522.64-00	($8,000)		
6	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,558,083**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	001-3200-515.62-00	$750,000	BUDGT ROLL: BLAKE SUBDIV. RESOLUTION #: 23-143	1071
		001-3200-515.61-00	$241,379	BUDGT ROLL: C VIL. PRKING RESOLUTION #: 23-143	1071
		001-3200-515.31-15	$17,700	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3200-515.31-16	$4,204		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	12/15/2023	001-3200-515.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/16/2024	001-3200-515.34-00	$2,300	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/02/2024	001-3200-515.62-00	$0	REALLOCATE HOUSING PROJ	1808
		001-3200-515.34-00	$0		
	02/26/2024	001-3200-515.52-00	$399	JANUARY CLEANUP Negative Account Cleanup	2116
		001-3200-515.55-00	$20		
		001-3200-515.49-00	($453)		
		001-3200-515.40-00	$34		
		001-3200-515.12-00	($1)	JANUARY CLEANUP OT Overage	2116
		001-3200-515.14-00	$1		
4	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$1,027,875**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	12/18/2023	001-3500-519.56-15	($10,000)	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
1	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**($10,000)**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/27/2023	001-3510-541.63-00	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	348
	11/17/2023	001-3510-541.43-00	$2,850	FPL PO, BUDGETED TOO LOW OCTOBER CLEANUP	667
		001-3510-541.46-00	($2,850)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	11/17/2023	001-3510-541.46-00	$0	SHORTFALL CURB & GUTTER OCTOBER CLEANUP	667
	12/15/2023	001-3510-541.63-00	$3,985	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		001-3510-541.34-00	$3,900	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3510-541.46-00	$58,701		
		001-3510-541.31-00	$2,526		
		001-3510-541.63-00	$46,296		
3	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$565,408**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	001-3520-572.46-00	$18,000	BUDGT ROLL: CEMTRY HEADST RESOLUTION #: 23-143	1071
	02/26/2024	001-3520-572.41-00	$1,600	JANUARY CLEANUP Verizon Increase	2116
		001-3520-572.46-00	($1,600)		
	03/05/2024	001-3520-572.46-00	($15)	BUY TREES: ARBOR DAY FEBRUARY CLEANUP	2235
		001-3520-572.48-00	$15		
3	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$18,000**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	11/17/2023	001-3540-519.64-00	$3,951	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3540-519.55-00	$6,528	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3540-519.56-15	$13,760		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3540 - PUBLIC WORKS-FLEET MAINT	12/15/2023	001-3540-519.64-00	$14,614	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	03/05/2024	001-3540-519.55-00	($985)	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
3	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$37,868**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/17/2023	001-3560-519.64-00	($3,951)	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3560-519.56-15	$10,000	BUDGT ROLL: CMAS & INV RESOLUTION #: 23-143	1071
		001-3560-519.64-00	$23,428	BUDGT ROLL: FY23 CAP. PUR RESOLUTION #: 23-143	1071
		001-3560-519.46-03	$6,381	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3560-519.49-00	$225		
		001-3560-519.46-00	$15,365		
		001-3560-519.64-00	$136,186		
		001-3560-519.62-00	$74,143		
	12/18/2023	001-3560-519.56-15	$10,000	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	01/25/2024	001-3560-519.34-00	($25,000)	PLAYHOUSE FIRE ALARM RESOLUTION #: 24-006	1666
		001-3560-519.64-00	$25,000		
	03/05/2024	001-3560-519.64-00	$985	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
5	**Total Budget**		**Division 3560 Total**	**$272,762**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	10/12/2023	001-3580-519.64-00	$8,000	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	145
		001-3580-519.63-07	$1,263,151		
		001-3580-519.63-00	$697,853		
	10/27/2023	001-3580-519.63-07	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	345
		001-3580-519.63-07	$488,376	STRADLEY PARK BUDGET RESOLUTION #: 23-121	347
		001-3580-519.63-00	$204,009		
	11/17/2023	001-3580-519.63-00	$0	STRADLEY PARK PROJECT SHORTFALL	668
		001-3580-519.63-07	$0		
	12/15/2023	001-3580-519.63-07	$85,000	BUDGT ROLL: J.R. PRK IMP. RESOLUTION #: 23-143	1071
		001-3580-519.64-00	$529,141		
		001-3580-519.46-00	$61,550	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-3580-519.64-00	$47,349	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3580-519.63-00	$18,793		
	02/26/2024	001-3580-519.14-00	$130	JANUARY CLEANUP OT Funding	2116
		001-3580-519.12-00	($130)		
5	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$3,725,019**	
14	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$12,296,906**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/15/2023	104-3240-554.83-23	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$151,680**	
1	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$151,680**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	10/12/2023	105-3240-554.83-00	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
	11/17/2023	105-3240-554.39-00	($1,800)	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP	667
		105-3240-554.41-00	$800		
		105-3240-554.49-00	$1,000		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$14,691**	
2	**Total Budget Amendments/Transfers**		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	107-3200-524.34-00	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	12/18/2023	107-3200-524.56-15	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	1098
	02/26/2024	107-3200-524.34-00	($27,959)	JANUARY CLEANUP Demolition Code Enf.	2116
		107-3200-524.49-00	$25,000		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	02/26/2024	107-3200-524.12-00	($3)	JANUARY CLEANUP OT Overage	2116
		107-3200-524.14-00	$3		
		107-3200-524.56-15	$2,959	JANUARY CLEANUP Permit Tech. Camera	2116
3	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$15,094**	
3	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$15,094**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/13/2023	110-3230-517.71-31	$60,055	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE	162
		110-3230-517.72-31	$2,124		
		110-3230-559.44-00	($62,179)		
	12/07/2023	110-3230-559.61-00	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
		110-3230-581.91-34	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	959
	12/15/2023	110-3230-559.64-00	$31,608	BUDGT ROLL: CAMERAS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$750,000	BUDGT ROLL: DWNTWN PRKIN RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$1,499,756	BUDGT ROLL: LEE WENNER RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$50,000	BUDGT ROLL: VILLAGE SIGNS RESOLUTION #: 23-143	1071
		110-3230-559.83-00	$10,000	PO ROLL: SEE TRACKER RESOLUTION #:	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	12/15/2023	110-3230-559.63-00	$15,748	23-142	1065
	01/10/2024	110-3230-559.63-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	1448
	02/07/2024	110-3230-559.54-00	$336	MEMBERSHIP REGISTRATION RESOLUTION #: CCRA 24-043	1853
		110-3230-559.23-04	($336)		
		110-3230-559.49-00	$3,300	203 ORANGE SITE ANALYSIS RESOLUTION #: CCRA 24-052	1854
		110-3230-559.64-00	($3,300)		
5	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$2,420,783**	
5	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$2,420,783**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	111-3230-559.64-00	$50,000	BUDGT ROLL: BUS STOP SHEL RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: PRVST/ GIL RE RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: STAMPED PAVEM RESOLUTION #: 23-143	1071
		111-3230-559.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		111-3230-559.83-00	$3,000		
	01/23/2024	111-3230-559.63-00	$0	BUS STOP CONCRETE PAD DECEMBER CLEANUP	1620
	01/31/2024	111-3230-559.23-00	$75	D.S. PAYROLL SHORE UP RESOLUTION # DSCRA-24-038	1759
		111-3230-559.12-00	($150)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	01/31/2024	111-3230-559.23-09	$75	D.S. PAYROLL SHORE UP RESOLUTION # DSCRA-24-038	1759
		111-3230-559.64-00	($21,226)	MOVING BUS STOP SHELTER FUNDS TO BUS STOP PAD	1761
		111-3230-559.63-00	$21,226		
		111-3230-559.64-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	1760
	03/13/2024	111-3230-559.31-00	($475,000)	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	2361
		111-3230-581.91-01	$800,000		
4	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$461,518**	
4	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$461,518**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	12/15/2023	130-1203-516.63-00	$11,818	BUDGT ROLL: FIBR OPT. RNG RESOLUTION #: 23-143	1071
		130-1203-516.63-00	$109,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$120,831**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	12/15/2023	130-1600-513.56-15	$18,590	BUDGT ROLL: DIG. RECORDS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$4,572	BUDGT ROLL: LAPTOPS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$17,896	PO ROLL: SEE TRACKER RESOLUTION #:	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/15/2023			23-142	
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$41,058**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	130-2100-521.64-00	$4,224	BUDGT ROLL: FY22 PD VEH. RESOLUTION #: 23-143	1071
		130-2100-521.64-00	$128,004	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$132,228**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	130-2201-522.64-00	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	130-2201-522.64-00	$62,705	BUDGT ROLL: FD BRUSH TRK RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$198,596	BUDGT ROLL: FD TRAIN TRAI RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$682,088	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
2	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,006,094**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	130-3230-559.83-03	$50,000	BUDGT ROLL: CAMP SCHOLAR. RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$50,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	12/15/2023	130-3510-541.64-00	$73,018	BUDGT ROLL: PW WORK TRUCK RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$73,018**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	130-3520-572.64-00	$55,925	BUDGT ROLL: PW WORK VEH. RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$55,925**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/15/2023	130-3560-519.64-00	$83,980	BUDGT ROLL: PD COND. UNIT RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$83,980**	
2	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$1,563,134**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/29/2024	143-2100-521.52-00	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$13,457**	
1	**Total Budget**		**FEDERAL**	**$13,457**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers		**FORFEITURE FUND**		
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	303-3570-538.63-08	$226,878	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		303-3570-538.63-73	$4,302,406		
1	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$4,529,284**	
1	**Total Budget Amendments/Transfers**		**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/18/2023	304-3580-572.63-00	$168,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$168,000**	
1	**Total Budget Amendments/Transfers**		**T DOCKS / BREAKWATER**	**$168,000**	
1506 - INVENTORY					
1506 - INVENTORY	02/26/2024	421-1506-536.52-30	$400	JANUARY CLEANUP Forklift Fuel	2116
		421-1506-536.46-00	($400)		
1	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/17/2023	421-1515-536.64-00	$114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	421-1515-536.64-00	$90,503	BUDGT ROLL: FY23 VEH. RESOLUTION	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1515 - UTILITY SUPPORT SERVICES	12/15/2023			#: 23-143	
		421-1515-536.64-00	$24,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
2	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$229,593**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	11/17/2023	421-4010-536.45-00	($45,000)	GEHRING RISK CONSULTING October Cleanup	667
		421-4010-536.31-00	$45,000		
		421-4010-581.91-24	$1,182	MANHOLE LINING	670
	12/15/2023	421-4010-536.56-15	$3,000,000	BUDGT ROLL: W/S ERP RESOLUTION #: 23-143	1071
		421-4010-536.31-01	$110,139	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4010-536.46-03	$4,472		
		421-4010-536.31-00	$26,718		
	02/29/2024	421-4010-581.91-24	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4010-581.91-24	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
3	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$4,944,990**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/13/2023	421-4020-536.44-21	($433,680)	DYAL GENERATOR GASB87 COMPLIANCE	161
	11/17/2023	421-4020-536.46-00	($5,000)	DYAL ELEV. CONTRACT SVCS October Cleanup	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/17/2023	421-4020-536.34-00	$5,000	DYAL ELEV. CONTRACT SVCS October Cleanup	667
	12/15/2023	421-4020-536.46-00	$34,922	BUDGT ROLL: ACTUATOR REP. RESOLUTION #: 23-143	1071
		421-4020-536.64-00	$98,186	BUDGT ROLL: DUST COLL. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$50,000	BUDGT ROLL: TC ROOF REP. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$95,000	BUDGT ROLL: WEWA ROOF REP RESOLUTION #: 23-143	1071
		421-4020-536.41-00	$358	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.55-00	$6,016		
		421-4020-536.52-00	$1,191		
		421-4020-536.31-03	$10,905		
		421-4020-536.34-00	$17,253		
		421-4020-536.63-00	$33,005		
		421-4020-536.64-15	$350,834		
		421-4020-536.46-00	$78,173		
	12/18/2023	421-4020-536.46-00	($28,754)	NOV CLEANUP: SEE TRACKER SODA ASH SYSTEM REPLACE	1099
		421-4020-536.64-00	$28,754		
	01/22/2024	421-4020-536.64-00	$0	PUMP ROOM AC REPLACE MCC WS23DC TO BE REPLENISHED	1604
	01/25/2024	421-4020-536.46-00	($141,853)	DYAL HVAC REPLACEMENT RESOLUTION #: 24-009	1667
		421-4020-536.64-00	$141,853		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	02/26/2024	421-4020-536.12-00	($397)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4020-536.12-12	$397		
		421-4020-536.40-00	$5,000	JANUARY CLEANUP Travel: Conf. & Training	2116
		421-4020-536.52-09	($5,000)		
7	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$342,163**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	12/15/2023	421-4025-536.64-00	$70,347	BUDGT ROLL: FY22 CAP. PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$40,065	BUDGT ROLL: FY23 CAP PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$18,897	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$106,240	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4025-536.46-02	$10,048		
		421-4025-536.46-00	$120,146		
	02/26/2024	421-4025-536.12-12	$5,772	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4025-536.12-00	($5,772)		
2	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$365,743**	
4055 - ENGINEERING					
4055 - ENGINEERING	12/15/2023	421-4055-536.63-00	$3,026,223	BUDGT ROLL: COCOA GROVE RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$59,647	BUDGT ROLL: DYAL OZ IMPR.	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	12/15/2023			RESOLUTION #: 23-143	
		421-4055-536.63-00	$210,573	BUDGT ROLL: IND. PUMP ST. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$593,603	BUDGT ROLL: PINEDA RESOLUTION #: 23-143	1071
		421-4055-536.31-03	$36,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4055-536.63-00	$420,316		
	02/12/2024	421-4055-536.63-00	($1,000,000)	REALLOCATE CAP. PLAN DEV	1916
		421-4055-536.31-03	$1,000,000		
	02/29/2024	421-4055-536.63-00	($1,338,717)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4055-536.63-00	($1,687,506)	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
3	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,320,665**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	10/12/2023	421-4120-536.31-03	$26,000	SCADA MAINT. INCREASE RESOLUTION #: 23-113	141
		421-4120-536.46-00	($26,000)		
	11/17/2023	421-4120-536.64-00	$149,396	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
		421-4120-536.41-00	$2,604	4 EMP. CELLS & 1 AIR CARD October Cleanup	667
		421-4120-536.52-00	($2,604)		
	12/15/2023	421-4120-536.64-00	$5,834	BUDGT ROLL: ANALYTIC BAL RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	12/15/2023	421-4120-536.64-00	$149,396	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-4120-536.46-00	$17,749	BUDGT ROLL: PAINT SELLERS RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$10,465	BUDGT ROLL: REUSE PUMP RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$31,829	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4120-536.63-00	$45,243		
		421-4120-536.46-02	$11,397		
	02/26/2024	421-4120-536.12-12	$10,518	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4120-536.12-00	($10,518)		
		421-4120-536.12-00	($39,914)	JANUARY CLEANUP DROP PAYOUTS	2116
		421-4120-536.13-00	$39,914		
	03/05/2024	421-4120-536.52-00	($600)	RENT TELESCOPIC BOOM FEBRUARY CLEANUP	2235
		421-4120-536.44-00	$600		
5	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$421,309**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	10/27/2023	421-4125-536.46-00	($33,570)	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119	346
		421-4125-536.31-03	$33,570		
	11/17/2023	421-4125-536.46-00	($1,182)	MANHOLE LINING	670
	12/15/2023	421-4125-536.31-03	$22,955	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4125-536.64-00	$518,296		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	12/15/2023	421-4125-536.46-00	$1,157	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	03/05/2024	421-4125-536.64-00	$23,000	BUY VAC-CON: SFO FEBRUARY CLEANUP	2235
		421-4125-536.46-00	($17,192)		
		421-4125-536.31-03	($5,808)		
4	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$541,226**	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/13/2023	421-4700-517.71-32	$339,510	DYAL GENERATOR GASB87 COMPLIANCE	161
		421-4700-517.72-32	$94,170		
1	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**$433,680**	
12	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$8,599,369**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	422-4010-581.91-24	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		422-4010-581.91-24	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		422-4010-581.91-24	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,102,359**	
4055 - ENGINEERING					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	02/29/2024	422-4055-536.63-00	$0	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$0**	
1	**Total Budget Amendments/Transfers**		**WATER/SEWER IMPACT FEE**	**$5,102,359**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	423-3570-538.63-73	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	11/30/2023	423-3570-538.39-00	($52,733)	ADD. EOR SERVICES F&B & BOND FOR WETLND R #23-136	822
		423-3570-538.63-00	$52,733		
	12/15/2023	423-3570-538.63-00	$50,678	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		423-3570-538.63-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$28,800	BUDGT ROLL: FLOATING WET. RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$500	BUDGT ROLL: ROADWAY ELEV. RESOLUTION #: 23-143	1071
		423-3570-538.63-35	$120,000	BUDGT ROLL: US1/ FOREST A RESOLUTION #: 23-143	1071
		423-3570-538.34-00	$4,253	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		423-3570-538.31-00	$21,412		
		423-3570-538.46-00	$600		
		423-3570-538.64-00	$49,349		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	12/15/2023	423-3570-538.63-00	$81,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/26/2024	423-3570-538.12-00	($225)	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
		423-3570-538.63-00	$0		
		423-3570-538.15-00	$225		
	02/29/2024	423-3570-538.46-03	$110,000	VAC CON & ST. SWPR REPAIR RESOLUTION #: 24-015	2170
		423-3570-538.39-00	($110,000)		
5	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$1,842,282**	
5	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$1,842,282**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/27/2023	424-4010-581.91-21	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$199,904**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	12/15/2023	424-4020-536.63-00	$260,000	BUDGT ROLL: C-F POLY. TNK RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$1,338,836	BUDGT ROLL: REACTOR CLAR. RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$751,522	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		424-4020-536.64-00	$81,472		
1	**Total Budget**		**Division 4020 Total**	**$2,431,830**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
4055 - ENGINEERING					
4055 - ENGINEERING	10/27/2023	424-4055-536.63-73	$998,420	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		424-4055-536.63-08	$46,469		
	12/15/2023	424-4055-536.63-00	$85,000	BUDGT ROLL: BANNA RIV TNK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$2,102	BUDGT ROLL: DYAL CO2 BULK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,275,000	BUDGT ROLL: DYAL OZONE IM RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$1,463,198	BUDGT ROLL: DYAL WELL 17 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$150,000	BUDGT ROLL: GRNDWT FLUME RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$8,776,363	BUDGT ROLL: IRP RESOLUTION #: 23-143	1071
		424-4055-536.63-06	$75,071	BUDGT ROLL: LIFT STN. 1 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,061,770	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/25/2024	424-4055-536.63-00	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	1665
	02/26/2024	424-4055-536.63-00	$0	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
	02/29/2024	424-4055-536.63-00	$222,065	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	02/29/2024	424-4055-536.63-00	$4,413,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		424-4055-536.63-00	$4,089,125	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
5	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$32,040,674**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	12/15/2023	424-4120-536.63-00	$1,000,000	BUDGT ROLL: AERATN BLOWER RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$393,949	BUDGT ROLL: BNR RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$45,170	BUDGT ROLL: HYDROPNEUMATC RESOLUTION #: 23-143	1071
		424-4120-536.64-15	$300,000	BUDGT ROLL: M&L CNTRL BRD RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$619,767	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,358,886**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/17/2023	424-4125-536.63-00	$1,182	MANHOLE LINING	670
1	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$1,182**	
6	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$37,032,476**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 3/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	425-4010-581.91-24	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**		**$1,820,000**
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**		**$1,820,000**

53 Transfers & Amendments Between Oct 1, 2023 and Mar 31, 2024

FY 2024 Total Transfer & Amendments $76,031,033

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: Expense Budget Tracking Worksheet
Run by: David J. Radford

Date: 04/15/2024

Legislation Details (With Text)

File #:	24-216	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/15/2024			**In control:**	City Council
On agenda:	4/23/2024			**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 Orders-CM Authorized March 2024.pdf Visualization Change Order Authorizations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 15, 2024
Agenda Date: April 23, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
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 31st, 2024. 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

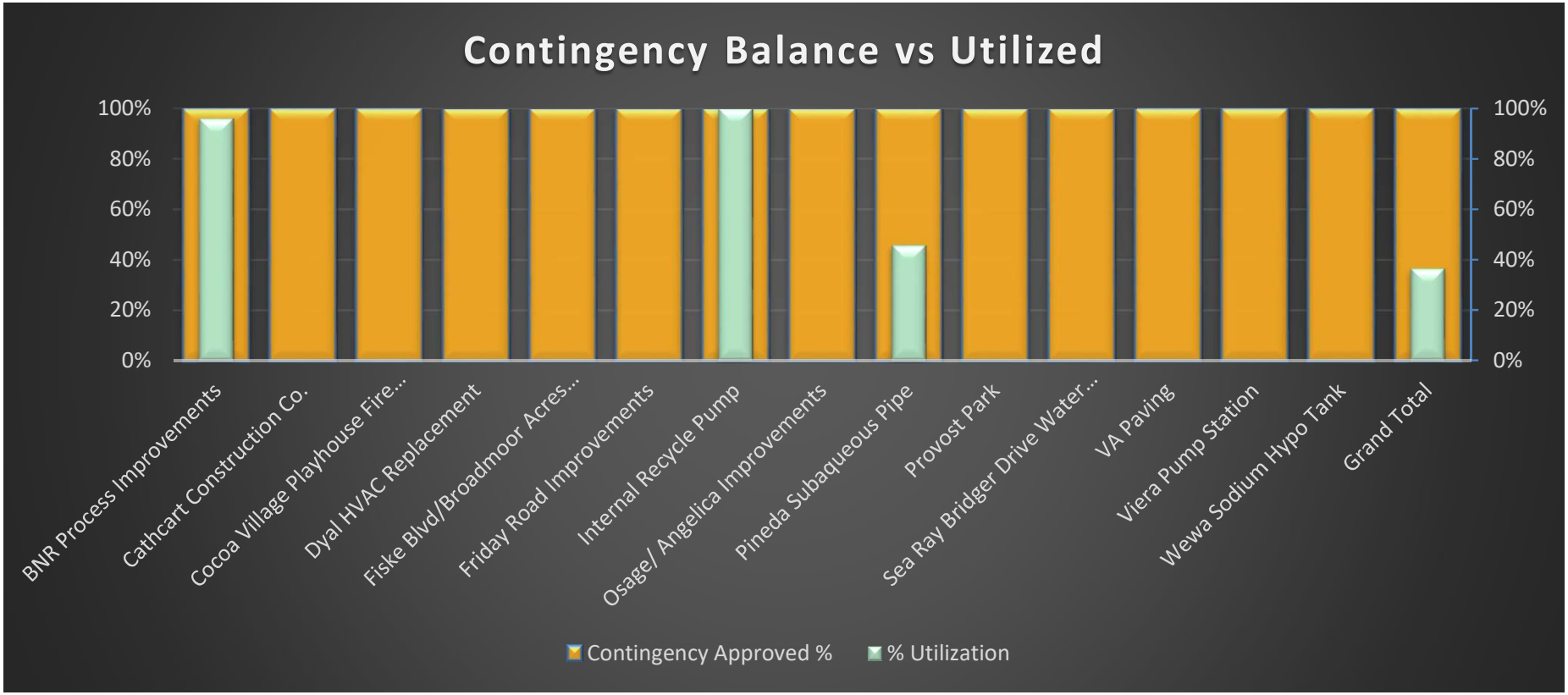
FY 2024 Change Orders - CM authorized to execute

Applied to Contingency | as of: 3/31/2024

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
CA2402	**DYAL HVAC REPLACEMENT**														
Op. Rev.		117,818	Total approved	2023-064											
Project Manager:	Francis Palmieri	1,988	Contingency and other costs authorized												
Account #:	421-4020-536.64-00	115,830	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47679	54,650	54,650	-	-	-	54,650	$ -	$ -	$ -	$ -
PO #:	**81972**														
		1,988													
WS22IR	**Internal Recycle Pump**														
Op. Rev.		11,581,208	Total approved	2023-064											
Project Manager:	Francis Palmieri	81,970	Contingency and other costs authorized												
Account #:	421-4120-536.63-00	11,499,238	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,366,175	11,581,208	-	-	-	11,581,208	$ 329,228	$ 329,228	$ -	$ -
PO #:	**81414**				47027-1	10,133,063									
					47027-2	**81,970**									
		-													
PWFBPP	**Provost Park Improvements**														
Op. Rev.		1,969,004	Total approved	2023-116											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07														
	001-3580-519.64-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
				FY2024	47163	697,853	1,889,004	-	-	-	1,889,004	$ 1,019,443	$ 1,019,443	$ -	$ -
Vendor:					47163	49,977									
PO #:	**81560**				47163	1,133,174									
		80,000			47163	8,000									
AFBP22 & PW08SP	**Annual Street Paving**														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**VA Paving**			FY2024	47376	443,982	923,204	-	-	-	923,204	$ -	$ -	$ -	$ -
PO #:	**81738**				47376-1	479,222									
		26,796													
PW23PF	**Cocoa Village Playhouse Fire Alarm Panel**														
Op. Rev.		156,849	Total approved	2023-029											
Project Manager:	Frank Marabito	10,000	Contingency and other costs authorized												
Account #:	001-3560-519.64-00	146,849	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Integrated Fire**			FY2023	46235	113,602	146,849	-	-	146,849	0	$ 137,345	$ 137,345	$ -	$ -
PO #:	**80892**				46235-1	33,247									
		9,999.55			46235-2	**0**									
WS21VP	**Viera Pump Station**														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**L7 Construction**			FY2023	46161	833,700	833,700	-	-	833,700	-	$ 443,793	$ 403,893	$ 39,900	$ -
PO #:	**80814**														
		83,370													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,524	4,399,524	-	-	4,399,524	-	$ 2,796,969	$ 378,643	$ 2,418,326	$ -
	80537	**439,952**													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		289,132	Total approved	2022-025											
Project Manager:		26,285	Contingency and other costs authorized												
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Tiera Inc.			FY2022-303	44454	197,135	262,847	-	262,847	-	-	$ 30,611	$ 30,611	$ -	$ -
	79493			FY2022-424	44454-1	65,712									
		26,285													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		6,018,117	Total approved	2022-025											
Project Manager:		547,102	Contingency and other costs authorized												
Account #:	303-3570-538.63-73	5,471,015	Exp authorized before contingency												
	423-3570-538.63-73						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	424-4055-536.63-73			FY2024	47365	5,471,015	5,471,015	-	-	-	5,471,015	$ 1,076,590	$ 1,076,590	$ -	$ -
	Cathcart Construction Co.														
	81782	**547,102**													
WS18MI	**Pineda Subaqueous Pipe**														
Op. Rev.		12,066,069	Total approved	21-112											
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized												
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency												
Account #:	421-4055-536.63-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**City of Melbourne**			FY2021	WIRE	10,969,154	11,472,467	10,969,154	485,192	18,121	-	$ 11,651,223	$ 196,877	$ 485,192	$10,969,154
PO #:	**WIRE**			C.O. #1	WIRE-1	**399,159**									
				C.O. #2	WIRE-2	**86,033**									
				C.O. #3	WIRE-3	**(95,700)**									
				C.O. #4	WIRE-4	**43,589**									
				C.O. #5	WIRE-5	**6,950**									
				C.O. #6	WIRE-6	**14,539**									
				C.O. #7	WIRE-7	**69,457**									
				C.O. #8	WIRE-8	**158,042**									
				C.O. #9	WIRE-9	**(113,462)**									
				C.O. #10	WIRE-10	**71,186**									
				C.O. #11	WIRE-11	**(136,480)**									
		593,602													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS24LC	**Osage/ Angelica Improvements**														
Op. Rev.		4,089,124	Total approved	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	3,717,385	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47958	3,717,385	-	-	-	-	3,717,385	$ -	$ -	$ -	$ -
PO #:	**82211**			C.O. #1											
				C.O. #2											
				C.O. #3											
		371,739		C.O. #4											
WS24WP	**Friday Road Improvements**														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47960	4,012,407	-	-	-	-	4,012,407	$ -	$ -	$ -	$ -
PO #:	**82212**			C.O. #1											
				C.O. #2											
				C.O. #3											
		401,241		C.O. #4											
WS1222	**BNR Process Improvements**														
Op. Rev.		2,497,935	Total approved	2022-018											
Project Manager:		989,934	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	1,508,001	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**E&D Contracting Services Vendor #10461**			FY2022	44517	1,508,001	2,458,326	-	1,944,049	514,277	-	$ 2,326,632	$ 689,191	$ 1,129,530	$ 507,911
PO #:	**79480**			C.O. #1	45144	**436,048**									
				C.O. #2	45887	**30,015**									
				C.O. #3	46074	**5,376**									
		39,609		C.O. #4	46493	**478,886**									


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
BNR Process Improvements
Cathcart Construction Co.
Cocoa Village Playhouse Fire...
Dyal HVAC Replacement
Fiske Blvd/Broadmoor Acres...
Friday Road Improvements
Internal Recycle Pump
Osage/ Angelica Improvements
Pineda Subaqueous Pipe
Provost Park
Sea Ray Bridger Drive Water...
VA Paving
Viera Pump Station
Wewa Sodium Hypo Tank
Grand Total
Contingency Approved %
% Utilization

Legislation Details (With Text)

File #:	24-229	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/18/2024			**In control:**	City Council
On agenda:	4/23/2024			**Final action:**	
Title:	Bi-weekly Report from April 5 - April 18, 2024.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 18, 2024
Agenda Date: April 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from April 5 - April 18, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: April 5 – 18, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 9 received/ 7 closed out - $25.35 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Daniel Lynch – Police Officer, Police/Police Administration, April 8, 2024
  - Jennifer Webster – Planner, City Manager/Planning, April 8, 2024
  - Daniel Cannon – Industrial Electrician, Utilities/Sellers, April 15, 2024
  - Shakeele Grandy – Maintenance Worker II, Public Works/Streets, April 15, 2024
  - Rhiannon Makurat – Records Technician, Public Works/Fleet, April 15, 2024
  - Aliyah Stinnett – Dispatcher/Communications Officer, Police/Communications, April 15, 2024
  - Hailey Taylor - Dispatcher/Communications Officer, Police/Communications, April 15, 2024
  - Marcus World - Maintenance Worker I, Utilities /Water Field Operations, April 15, 2024
- Recent promotions
  - N/A
- Key retirements
  - N/A

Communication and Economic Development

- Media Stories:
  - Cocoa Police Department Honors Sgt. Anthony Colombo as Officer of the Year During Annual Award Ceremony
  - Cocoa officials, event organizers to meet after issues at 'Easter in the Park'
  - Cocoa city manager Stockton Whitten contract extension approved
  - Chief's Jawaan Taylor Presented with Key to city of Cocoa
  - Cocoa accepting volunteers for April 6 cleanup
  - Florida League of Cities Recognizes Brevard Officials With 2024 Home Rule Hero Award
  - Cocoa Police Department's K9 Draco receives new body armor
- New News Releases:
- Upcoming Events:
  - April 6, 2024: Trash Bash Clean-up Event
  - May 14, 2024: Hurricane Preparedness Expo
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 49,036
    - Post engagement: 7,417
    - Followers: 15,465
  - Twitter
    - Impressions: 4,393
    - Followers: 3,359
  - LinkedIn
    - Post impressions: 1,766
    - Followers: 1,177
  - NextDoor
    - Impressions: 5,306
    - Members: 5,015
  - March e-newsletter (Sent 3/5/24)
    - Sent to 675 contacts
    - 51% open rate (average open rate for e-mail marketing in 2022 is 17%)
  - Next printed FYI Newsletter mails July 1, 2024.
- Upcoming special events at Leisure Services facilities:
  - **Space Coast Runners Space Coast Classic 15K & 2 Miler**
    - April 13, 2024, 6:30-9:30am
    - Cocoa Village
  - **Brevard County Dog Training Club Responsible Dog Ownership "Woof it Up in the Park!"**
    - April 14, 2024, 9am-4pm
    - Riverfront Park

Community Services – update 4/18/2024

- **New businesses –March 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Tire Distributors Xperts,LLC Tireco Distributors	101 St. Johns Street, 32922	10	0	1	Wholesale Tire Sales only
Matthews Hope DBA Matthews Hope Chest	830 Forrest Ave, 32922	2	0	2	Thrift Store Clothes & furniture & Donations
Groovy and Glam Childrens Salon	313 Brevard Ave # 5, 32922	1	0	1	Childrens Hair Salon
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**
Olivia Sales Photography	719 Aurora Street, 32922	0	0	1	Traveling Photographer & On Site PhotoShoots
Luis A Leon Lawncare & Landscaping	2024 Rollins Drive, 32922	0	0	4	Lawncare & landscape Business

April 1-18 building inspections – 183

April 1-18 building permits issued – 65

Finance

- The annual financial audit has been completed and there were no audit comments.
- Selections for the Cocoa CRA & Diamond Square CRA master plan updates were made and recommendation went to the Boards for approval at their April meetings.
- Presentations for 603 Brevard were held. Recommendation to the Cocoa CRA will be made at their next meeting.
- CIP module for the FY25 budget closed.

- Staff is doing preliminary work on the FY25 budget.
- 90,422 utility bills were generated for the month of March.
- 8,011 work requests were completed by Utility Support Services staff for the month of March.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work done expected to be delivered in June 2024.
- April calls for service 510 (68% EMS, 32% Fire Related)
- Recruit Firefighters to graduate from Fire School (EFSC) May 10th,2024.
- Multiple Public Relations events attended by crews.
- Chief Lamm attending State meetings in St. Augustine April 10th-12th.
- New Engine arrived 4/5/2024. Training being conducted on April 8th ,9th , and 19th and new equipment to be installed. Push-In ceremony to be scheduled in May at Fire Station 1.
- Continued increase in call volume and multiple units down for repairs.
- New Brush truck to arrive in June.
- Department fully staffed waiting for the graduation of the High School graduates to add to staffing as fulltime employees.
- Crews worked several special events in downtown Cocoa Village over the last month with several more on the calendar.
- Chief Henessey appointed to the State Standards and Training Council by the State Chief Financial Officer (CFO). She will be representing the City of Cocoa along with the Bureau of Fire Standards and Training for the State of Florida.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 4/18/24

- Activity/Event highlights

- Officer Swear in 4/8
- Officer of the year Banquet 4/17
- SWAT training in Orlando w/Brightline 4/9
- Accreditation Formal Onsite Assessment 4/16-18

- New project/training updates
- Chief's walk highlights
  - None
- Community engagement highlights/events
  - Cooper Book signing 4/12-13
- Call stats-Crime Stats: January 1, 2024- April 14, 2024 (For comparison purposes January 1, 2023-April 14, 2023, data is also included)

  - Property Crimes Offenses have decreased by 11%.
  - Violent Crime Offenses decreased by 16%
  - Overall, crime offenses have decreased by 12%.
  - Calls for Service decreased 9% (22,131 in 2023 compared to 20,173 in 2024)
- Code Enforcement stats/highlights/Activity:

Active Cases	377
Complied Cases	193
Code Board Cases scheduled for	24
Snipe Signs Pulled	250

Highlights:

- Working on Outstanding Business Tax Receipts.

- Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.

- Working to resolve Hot Topics: Homeless camps & blighted vacant lots on US-1 & Bracco Pond & zoning violations.

Other Mentions:

Public Works

- Major project updates

        - Fiske and Broadmoor Acres – Under Construction; Groundbreaking Event to be held on Tuesday, February 6th at Carl Anderson Park at 9:00 am.
    - Parks Projects
        - Provost – In progress
        - Don Stradley Memorial Park- In progress
- Work order stats (received/closed)
    - 86 received
    - 80 closed
    - Residential Bulk Green Waste Requests: 61
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 PD&E Study (437983-1) – In Progress
        - SR 501 Safety Project (447085-1) – Under Construction
        - SR 528 Widening and Reconstruction (407402-3) – In Design
        - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
        - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
    - Brightline/FEC
        - Brightline formally launched a Request for Proposals (RFP) for a new station planned for the Treasure Coast of Florida. Brightline will announce the site in the first quarter of 2024.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – February
    - WFO Issued Work Orders – 1,589
    - WFO Completed Work Orders – 1,223
    - Hydrants Flushed – 144
    - Valves Exercised – 436
    - Utility Locate Requests – 2,395
    - SFO Issued Work Orders – 181
    - SFO Completed Work Orders – 137