City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, April 10, 2019

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 19-125 Approve the Agenda for the Regular meeting of April 10, 2019, as presented or with amendments.

Attachments: 04-10-19 Short Agenda.pdf

MINUTES:

II.2(a) 19-126 Approve the Minutes for the Regular meeting of February 27, 2019, as written or with amendments.

Attachments: 02-27-19 Minutes.pdf
EXHIBIT A: Photos submitted by A. Greenwood.pdf
EXHIBIT B: Presentation - P-Sub - London Cove.pdf
EXHIBIT C: Form 8B Submitted by Councilmember Koss.pdf
EXHIBIT D: List submitted by C. Carrinton.pdf

III. AWARDS AND PRESENTATIONS:

III.1 19-118 Proclamation: Proclaiming April 1, 2019 as Children's Home Society of Florida TNT/Transformation Network Team Launch Day. (Mayor Wiliams)

Attachments: Children's Home Society of Florida.pdf

III.2 19-124 Proclamation: Proclaiming April Water Conservation Month. (Utilities Director)

Attachments: 2019_Water_Conservation_Month_Proclamation

III.3 19-127 Presentation on Port Canaveral by Port Commissioner Wayne Justice. (City Manager)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-612 Approve entering into a co-operative purchase agreement with Granite In-Liner, (Formally Layne In-Liner LLC) utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes utilizing the Cured in Place pipe lining technique on Indian River Dr, Sherwood Circle, Alamanda Street, Cidco Rd. and Dixon Blvd. Approve a Resolution Amending the FY2019 Budget for a project transfer, to issue a purchase order in the amount of $200,000 (Project SW1502). (Public Works Director)

Attachments: Notice of Award
COI Granite (Layne) Inliner LLC
Granite Quote
Cocoa - Pipe Lining Tracking List
NEW Budget Resolution FY 2019.docx
BAF 19-074 -PW-SW Cured in Place Pipe Lining (4-10-19)~ Agenda 18-612.pdf

V.2 19-116 Approve a Resolution adopting the State Fiscal Year (SFY) 2019-2022 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2019-2022 SHIP LHAP. (Community Services Director)

Attachments: City of Cocoa SFY2019-2022 SHIP LHAP with Resolution
City of Cocoa Housing Policies 4-10-2019

V.3 19-120 Approve a Resolution authorizing the City Manager to negotiate a Community Aesthetics Feature agreement with Florida Department of Transportation (FDOT), for the application of vinyl wraps on FDOT Traffic Signal Boxes throughout the City. (Assistant to the City Manager/Public Relations Specialist)

Attachments: Resolution No. 2019-025 Community Aesthetic Feature.docx
CAF Agreement.pdf

VI. PUBLIC HEARINGS:

VI.1 19-114 Pass on Second/Final Reading Ordinance 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (Community Services Director)

Attachments: Ord. 01-2019 - Rezone Joe Lee Smith- INST
Exhibit A - Location Map
Legal Ad Proof - Ord 01-2019

VI.2 19-115 Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2019-2020 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 22, 2019. (Community Services Director)

Attachments: Exhibit A Public Hearing Ad 3-14-19
Rankings by Committee

VI.3 19-123 Approve on Second and Final Reading Ordinance No. 02-2019: Amending City Code Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane). (Fire Chief)

Attachments: Ordinance No. 02-2019 Fire Protection Amendments.pdf
ORDINANCE NO. 02-2019OrderConf.pdf

VII. COUNCIL BUSINESS:

VII.1 19-60 Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018. (Finance Director)

Attachments: Final Presentation to Commission

VII.2 19-133 Request City Council direction regarding the landscaped medians on Highway U.S. 1 and S.R. 520. (Public Works Director)

VIII. CITY BUSINESS:

VIII.1 19-109 Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2019. (Finance Director)

Attachments: Resolution FOM Stabilization Reserve Change April 10 2019

VIII.2 19-143 Approve a Resolution Amending the FY 2019 Budget, pertaining to payroll adjustments, union contract negotiations, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts. (Finance Director)

Attachments: NEW Budget Resolution FY 2019.docx
BAF 19-075-FN-Mid Year Review Amendments (4-10-19) Agenda 19-143
BAF 19-075-FN-Mid Year Review Transfers (4-10-19) Agenda 19-143

VIII.3 19-144 To adopt a resolution generally disclaiming the City's public park interests in McFarland Park.

Attachments: Resolution 2019-23 McFarland Park

MULTI-YEAR CONTRACTS:

VIII.4 18-521 Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (Chief of Police)

Attachments: Axon Enterprise, Inc.'s TASER 60 Terms and Conditions.pdf
Axon Quote Cocoa Police Dept. - FL -(10) X2 T60 Expires 4-30-19.pdf
Sole Source Resolution.doc
axon_master+services+and+purchasing+agreement+for+agency

VIII.5 19-102 Approve the Second and Final Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services. (Utilities Director)

Attachments: B-14-07-COC 2016 Contract Specifications Modified March 2016.pdf
B-14-07-COC Bid Document.pdf
B-14-07-COC Executed Agreement.pdf
Ace Flow COI Exp 7-11-19.PDF
B-14-07-COC 2019 renewal.pdf

IX. INFORMATIONAL AGENDA:

IX.1 19-130 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: February 2019 Financial Report.pdf

IX.2 19-132 FY 2019 Budget Adjustment Report. (Finance Director)

Attachments: February FY 2019 EXPENSE Budget Tracking Worksheet.pdf
February FY 2019 REVENUE Budget Tracking Worksheet.pdf

IX.3 19-137 Council's Consideration of the Waste Management Annual Review. (Public Works Director)

Attachments: Annual 18 Review Report.doc

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	19-125	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/28/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of April 10, 2019, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	04-10-19 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2019
Agenda Date: April 10, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of April 10, 2019, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of April 10, 2019, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

April 10, 2019

DATE: April 10, 2019	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of April 10, 2019 (19-125)
2. Minutes: (a) Regular meeting of February 27, 2019 (19-126)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: Proclaiming April 1, 2019 as "Children's Home Society of Florida TNT/Transformation Network Team Launch Day". (19-118). (Mayor Williams)

2. Proclamation: Proclaiming April as "Water Conservation Month". (19-124). (Utilities Director)

3. Presentation on Port Canaveral by Port Commissioner Wayne Justice. (19-127). (City Manager)

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.

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V. CONSENT AGENDA:

1. Approve entering into a co-operative purchase agreement with Granite In-Liner, (Formally Layne In-Liner LLC) utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes utilizing the Cured in Place pipe lining technique on Indian River Dr, Sherwood Circle, Alamanda Street, Cidco Rd. and Dixon Blvd. Approve a Resolution Amending the FY2019 Budget for a project transfer, to issue a purchase order in the amount of $200,000 (Project SW1502). (18-612). (Public Works Director)

2. Approve a Resolution adopting the State Fiscal Year (SFY) 2019-2022 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2019-2022 SHIP LHAP. (19-116). (Community Services Director)

3. Approve a Resolution authorizing the City Manager to negotiate a Community Aesthetics Feature agreement with Florida Department of Transportation (FDOT), for the application of vinyl wraps on FDOT Traffic Signal Boxes throughout the City (19-120). (Assistant to the City Manager/Public Relations Specialist)

VI. PUBLIC HEARINGS:

1. Pass on Second/Final Reading Ordinance No. 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (19-114). (Community Services Director)

2. Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2019-2020 CDBG and HOME program funding; and provide notice to solicit public comment

and notice of final public hearing scheduled for May 22, 2019. (19-115). (Community Services Director)

3. Pass on Second/Final Reading Ordinance No. 02-2019: Amending City Code Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane). (19-123). (Fire Chief)

VII. COUNCIL BUSINESS:

1. Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018. (19-60). (Finance Director)

2. Request City Council direction regarding the landscaped medians on Highway U.S. 1 and S.R. 520. (19-133). (Public Works Director)

VIII. CITY BUSINESS:

1. Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2019. (19-109). (Finance Director)

2. Approve a Resolution Amending the FY 2019 Budget, pertaining to payroll adjustments, union contract negotiations, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts. (19-143). (Finance Director)

3. Adopt a Resolution generally disclaiming the City's public park interests in McFarland Park. (19-144). (City Attorney)

MULTI-YEAR CONTRACTS:

4. Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (18-521). (Chief of Police)

5. Approve the Second and Final Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services. (19-102). (Utilities Director)

IX. INFORMATIONAL AGENDA:

1. Data showing the relation between the estimated and actual income and expenses to date. (19-130). (Finance Director)

2. FY 2019 Budget Adjustment Report. (19-132). (Finance Director)

3. Council's Consideration of the Waste Management Annual Review. (19-137). (Public Works Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	19-126	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/28/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of February 27, 2019, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-27-19 Minutes.pdf EXHIBIT A: Photos submitted by A. Greenwood.pdf EXHIBIT B: Presentation - P-Sub - London Cove.pdf EXHIBIT C: Form 8B Submitted by Councilmember Koss.pdf EXHIBIT D: List submitted by C. Carrinton.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2019
Agenda Date: April 10, 2019
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of February 27, 2019, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes for the Regular meeting of February 27, 2019, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

February 27, 2019

A Regular City Council Meeting was held on Wednesday, February 27, 2019, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 6:00 p.m.

Cocoa High School JROTC Cadets provided the invocation and led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Mike Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Ed Wegerif, Public Works Director; Rebecca Bowman, Finance Director; Lora Howell, Deputy Finance Director; Gail Bantugan, Leisure Services Manager; Jason McCuen, Helpdesk Support Technician; Jonathan Lamm, Deputy Fire Chief; Charlene Neuterman, Deputy Director of Community Services; Samantha Senger, Public Relations Specialist/Assistant to the City Manager; Dodie Selig, Planning Manager; and Lt. Ondo.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 27, 2019 (19-74)
2. Minutes: Minutes for the Regular meeting of January 23, 2019 (19-75)

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the Agenda as presented for the Regular meeting of February 27, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to approve the Minutes as written for the Regular meeting of January 23, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation by Dr. James Fenton, Executive Director of the Florida Solar Energy Center. (19-44). (Councilmember Koss)

Councilmember Koss introduced Dr. James Fenton, who is the Director of the Florida Solar Energy Center.

Dr. James Fenton provided a presentation on solar and further noted that he would be sharing solar opportunities for the City of Cocoa.

He mentioned that solar on the roof is your best investment and is not a cost. He reviewed cost changes from 2010 to present day and pointed out that solar now costs about thirteen cents ($.13) per hour.

Sunshot progress goals were explained and he shared what the goal for this would be by the year 2030.

He explained how solar co-ops work and he mentioned that there was one in Brevard County. There is information regarding these co-ops on Solar United Neighbors.org.

Additionally, solar installers are the fastest growing jobs in the US, with the average salary being around $39,000 per year.

The primary goal of solar is not to use energy so they want to operate buildings with electricity utility and rooftop solar and energy efficiency, and to drive cars with full electricity which is cheaper than gasoline. Technology helps prices go down in scale.

Dr. Fenton spoke briefly on the demand of the lithium-ion battery. He pointed out in detail the cost effectiveness if you use batteries in cars versus an electric car.

He encouraged the city to look into electric cars for fleet.

Councilwoman Koss stated that they would be having him back. He thanked them for having him.

IV. DELEGATIONS:

Mr. Warren McKee, 2142 Michigan Avenue, Cocoa, brought a sign to show that says “Drive Like Your Kids Live Here”. He advised that he has seen this sign appearing in other cities and towns. There is a problem on Michigan Avenue and he reminded everyone that his neighbor was killed a few months ago by a person speeding. He played a short audio clip for Council. He believes that the City of Cocoa has an opportunity to lead and to show other communities that an end can be put to speeding problems in the whole country. He spoke of the petition that was submitted and understood the expense of speed bumps so they agreed to try stop signs. He feels that this is not completing the job of speed enforcement and that there is a need for more signs.

Mayor Williams said they appreciate all that he had done and the Public Works Department will continue to work on this issue.

Councilmember Koss noted that the first sign was put up and there has been some monitoring by the police.

Mr. McKee stated that he and the neighbors understand that police cannot be there 24/7 enforcing the law.

Mayor Williams assured him that this was not a dead issue and everything that can be done would be done to remedy the situation. He is aware that there is an issue.

Rev. JB Dennis, 3710 Catalina Drive, Cocoa, stated that he is a Chaplin and Chair of Security for Metropolitan Missionary Baptist Church. He advised that they have finally stopped the homeless from putting trash on their side of the road, but now it is going in the ditch and they would like for this to be cleaned up by the City. Additionally, there is a problem with homeless in their old building at St. John and First Street. He feels that homelessness is a strain in Cocoa and his church provides food on Monday and Wednesday's, and on Thursday they provide food to the homeless camps. The City should be committed to building a twenty-four hour shelter in order to provide men, women, and children a place to sleep at night.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, spoke about construction going on in Cocoa Village and provided photos to Council[1]. There is a brick access route to Oleander Pointe and Brevard Avenue and he is in attendance due to construction going on in Cocoa Village and a building he owns. There was no damage nor has there been that would constitute brick being removed. He also stated that this is costing a lot of staff time and material to do this. If it is not broken do not fix it. He stated that if there is extra money in the budget then it should be used in areas of the City that need it, such as replacement of oak trees and street lights. There are many people who cannot believe that this is being done in the village.

Allan Chapman, HCVA, spoke about the upcoming Arts and Crafts Fair and mentioned that Saturday the art competition will provide over $6,000 in prizes to participants. The dates are Saturday, March 2nd from 10 am – 5 pm and Sunday March 3rd, from 10 am – 4 pm. He further spoke in regards to the issue with paving and spoke about safety issues. Additionally, this new type of paving has been done at the Florida Avenue crosswalks and at Orange Street. He stated that HCVA believes that paving carries a low cost to the City.

Theresa Clifton, 1020 Cox Road, Cocoa, and the Executive Director of the Humane Society thanked Mayor Williams, Councilmember Koss, and Councilmember Goins for being judges at Mardi Paws. It was a great event and They raised about $3,000 which will be used for the spay/neuter clinic. She

[1] EXHIBIT A: Photos of bricks in Cocoa Village submitted by A. Greenwood

reminded everyone about the $25,000 grant that was received to help those cats who need spayed or neutered. She stated that they still have around $15,000 of those funds. She requested that Cocoa join other cities and counties in a band on allowing businesses to come into the City that would sell puppies outside of a natural breeder. Most of these puppies are from puppy mills. The City does not yet have a problem with this but she feels it should be prevented before it becomes a problem.

V. CONSENT AGENDA:

1. Approve the Access Easement Agreement on the Wewahootee Water Plant (160 Acres) Site with St. Johns River Water Management District (SJRWMD); To Authorize the City Manager to Execute the Agreement. (19-59). (Utilities Director)

2. Request to Apply for the Victims of Crime Act (VOCA) Grant. (19-69). (Chief of Police)

3. Approve Task Order 2019-26 with Atlantic Development, Inc., Cocoa, Florida, for the Repair of a 12" Tapping Valve Located at 33rd Street and A1A in Cocoa Beach, Project No. WS11VR; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount Not to Exceed $20,100. (19-76). (Utilities Director)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Conduct a Public Hearing in accordance with the requirements of 24 CFR 91.105(c), with the intent to request a substantial amendment to the City's approved FY2018/2019 Action Plan in connection with a proposed application to the U.S. Department of Housing & Urban Development (HUD) for a $894,445 Section 108 Loan; and approve a Resolution authorizing the submission of a Section 108 Loan Guarantee Application to HUD. (19-72). (Community Services Director)

Ms. Neuterman explained that this was the final public hearing for the item. The funds being approved will be used for the construction of the new Joe Lee Smith Recreation Center. Once the loan is approved funds will be transmitted to the City and they can work on the facility.

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

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Warner, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Preliminary Subdivision consistent with Chapter 18 of the City of Cocoa Code for London Cove subject to conditions identified in the agenda item. (19-73). (Community Services Director)

Ms. Selig provided a presentation[2] on this item and advised that the requested action was to approve a preliminary subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for London Cove subject to conditions identified in the agenda item. She provided the project location pointing out that it consisted of three parcels and totaled 18.47 acres and immediately west of the Cocoa Commons Shopping Center.

A detailed project summary was given along with a map of the location, and the preliminary subdivision layout.

She advised that if this is approved this will allow the developer to begin construction of the site improvements and infrastructure once all of the required conditions have been met. The final subdivision must be applied for within one year of approval of the preliminary subdivision.

Ms. Selig further noted that the Planning and Zoning Board recommended approval with conditions of the London Cove Preliminary Subdivision at its December 5, 2018 meeting. Some of the conditions recommended by the Planning and Zoning Board have been resolved since that meeting and were not included in this recommendation.

[2] EXHIBIT B: Preliminary Subdivision London Cove

Mayor Williams asked if these were the same developers as when this project first came forward.

Ms. Selig mentioned the consultant and that they agree with staff's recommendation.

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

James Smith, 2107 Clermont Drive, Cocoa, asked how close this would be to the high speed train corridor. City Manager Titkanich explained the proposed track line and assured him that it was not as close as it was on the north side of SR 528.

There being no other response, he closed the hearing to the public.

Deputy Mayor Warner asked about the time frame of this. A representative of the project stated that they were anxious to get started and there are potential buyers for the out parcels. Deputy Mayor Warner confirmed that the interest was in the commercial lots.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve a Preliminary Subdivision consistent with Chapter 18 of the City of Cocoa Code for London Cove subject to conditions identified in the agenda item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Approve the reduction of the current Code Enforcement lien for the property located at 1050 Grove Ave. from $32,475.00 to $1,440.79 as recommended by Staff and the Code Enforcement Board, so related City expenses and Staff time are reimbursed. (19-68). (Chief of Police)

Chief Cantaloupe presented the item and advised that the Code Enforcement Board held a public hearing on September 15, 2016 at which time the Board found the owner, Jerry Lee & Melissa Lynn Stout in violation of the following: Section 6-1001 (d) High grass and weeds; Section 6-900(b)(11) Outdoor storage; and Section 6-1001 (g) Fence in Disrepair.

The Code Enforcement Board provided the owner sufficient time to correct the said violations. Therefore, consistent with the Code Enforcement Board's Order a find ran at $75 per day from September 30, 2016 until compliance was achieved and documented on December 8, 2017. The lien is $32,475 and the current owner, Daniel J. Barber is requesting that the lien be reduced to $1,440.79.

Dan Barber, 380 S. Courteney Pkwy, Merritt Island, assured it was brought into compliance, and he replaced windows, soffits, etc.

Mayor Williams mentioned that he was at the meeting when this item came up and that there are current Chapter 6 violations on the property now. The owner stated that he was not aware of them.

Mayor Williams stated that these properties are bought with liens attached and they are brought up to par, but he cannot personally forgive liens until everything is complied with. He mentioned that there are high grass weeds, screen issues, and concrete issues. He believed that these should have be written up by Code. If issues are being enforced then it needs to be across the board. He will be going and looking at properties with his own eyes. He stated that he was not happy with what he saw and there are still issues and he cannot, with good conscious, approve this reduction. He expects better from residents and from those who purchase properties in Cocoa.

Mr. Barber stated that if he had been made aware of the violations he would have taken care of them; however, he cannot move forward with anything until this is settled.

Mayor Williams stated that he just needed to know that these things were going to be taken care of. In response, Mr. Barber pointed out that he manages quite a few properties in Cocoa and these concerns will be taken care of right away.

Councilmember Goins asked Chief Cantaloupe to ensure that whomever is working with this case to get with the applicant.

Mayor Williams wants to move forward and to possibly in the future put things in writing that need to be addressed.

Mr. Barber added that the meter was taken so he needs the City's approval so that he can get electric services.

Mayor Williams stated that he is taking his word but Council is changing what is happening in the City.

Chief Cantaloupe noted this will be followed up on and if there are new violations there will be new citations. The Code Manager will keep in contact with the property owner.

Attorney Garganese stated that perhaps this item needs tabled so that Code can go visit the property to ensure that there are no other code violations. In order to apply for a lien reduction you have to bring prior violations into compliance and there cannot be any current violations as well. Until Code can assure Council that there are no other violations it is premature to move forward on this.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to table this item until the next meeting of March 13, 2019.**

Deputy Mayor Warner was sure this would be taken care of.

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the amending of Resolution No. 2018-97 amending the required minimum amount of monthly training for a Committee Member from a total of (4) hours of combined training with (2) hours in the dispatch Center and (2) hours riding along with a City Police Officer to a minimum of (4) hours of riding along with a City police officer. (19-77). (Chief of Police)

Chief Cantaloupe reminded Council that they had recently approved a resolution that included training requirements for the new Police Advisory Committee. After speaking with FDLE they realized there were some issues regarding the training requirements and with requirements that FDLE poses on the police department. Based on this information, staff is requesting that the resolution be amended to only require a four hour ride along each month and no training in the dispatch/communications center.

Mayor Williams felt that four hours per month is a lot when there are other boards where members do not receive any training. He believed that four hours would be okay semi-annually but this was a little too much.

Councilmember Koss advised that the time she spent riding with the police was very valuable and wanted to ensure that these volunteers do the ride along. She would like to see the time requirement reduced to two hours per month after the initial orientation.

Councilmember Goins concurred with Councilmember Koss. He believes that four hours is good for orientation purposes but does not want to lose volunteers due to this requirement. He wants this to be a vibrant committee.

Councilmember Boisvert agreed that the first ride along should be four hours but you cannot force anyone to stay in a ride along for four hours.

Deputy Mayor Warner does not feel that four hours per month is excessive because the time can be broken up. V-Cops are required to do eight hours. She agreed with Councilmember Koss in that riding along is very beneficial and will change one's perspective of what the officers do. She agreed with other members as long as the members have to do an initial orientation. She had no objection to change the requirement from four to two hours per month.

Mayor Williams stated that he believes many are confused as this board is not going to be able to tell officers what to do, but to have dialogue between the Chief and his department. The board will not have any hiring or firing powers.

Mayor Williams, Councilmember Koss, and Councilmember Goins thought the two hours after the initial orientation was burdensome.

Councilmember Goins stated he was in agreement with the initial four hours but would not vote yes with the two hours per month following orientation since other boards are not required to do any type of training.

* **MOTION by Mayor Williams; Seconded to Councilman Boisvert, to approve the item with modifications to require the initial four hours and after that is completed no additional riding is required unless something arises to where this requirement should be changed, or if additional training is needed.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve Resolution No. 2019-011 Adopting the East Central Florida Regional Resiliency Action Plan. (19-82). (Councilmember Koss)

Councilmember Koss provided a background on this item and noted that this was an initiative to develop this all along the east coast of Florida. This will resolve us as a municipality to work in conjunction with others.

She read the resolution's goals into the record. She would like to see more involvement from staff in regards to this and mentioned there was a workshop that she attended a week or so ago.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Warner, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Boisvert asked if there was emergency management for the County currently. City Manager Titkanich responded in the affirmative and explained that a resiliency action plan would help develop methods that would help mitigate damage in the future.

Councilmember Koss added that this also focuses on risk reduction.

Councilmember Koss recognized members of the Sustainability Advisory Committee and mentioned that they have been working very hard over the last year. The committee is hoping to develop a plan which is very hard to do.

VIII. CITY BUSINESS:

1. Review community action related to McFarland Park and provide direction as deemed appropriate by City Council. (19-78). (Assistant City Manager)

Councilmember Koss submitted Form 8B, Memorandum of Voting Conflict[3] to the City Clerk and stated that she has property that would be affected. She stepped down from the dias during this discussion.

Assistant City Manager Fuhrer provided a thorough background on this item and reminded Council that prior action had been taken under the former Council.

He added that due to the information obtained on the title report and the City's historical use of the park property, City staff believes that a "cloud on title" currently exists regarding the park property.

Absent a successful court action by the City, the City should formally remove the existing "cloud on title" by officially recognizing that the City has no legal interest in the park. As such, City staff recommendation is that the "status quo" is not an acceptable arrangement for the City and the lot owners. Therefore, under the circumstances, the City Council has the following policy and related legal options:

Option 1: As previously directed by the City Council on October 10, 2018, proceed with the adoption of a resolution disclaiming any future City interest in the park property.

Option 2: Proceed with legal action in court to attempt to pursue a City interest in the park property or public park purposes based on any applicable legal theories:

A. Quiet title action. Based on the City's historical and actual use of the park property for public park purpose. This cause of action will be based on several

[3] EXHIBIT C: Form 8B, Memorandum of Voting Conflict submitted by Councilmember Koss

legal theories and the application of numerous legal factors and will be an extremely fact intensive case to successfully prove. A successful result in court is uncertain. If successful, it is possible that the City may only obtain a public dedication or easement that will have to co-exist contemporaneously with the private dedication to lot owners contained in the plat; however, the city's dedication or easement in the park for the benefit of the public will likely have to be exercised in a manner such as to not prejudice or unduly interfere with that of the lot owners. At this time, it is uncertain how a public park use can coexist with the private park interests of approximately 200 different lot owners that will change overtime.

B. Eminent Domain. The City would seek to obtain fee simple title to the park property and acquire the private park plat easement from the lot owners. The City will be required to pay reasonable compensation to the fee title owner and each lot owner for the value of the property interests acquired by the City and associated legal fees and litigation expenses incurred by the fee title owner and each lot owner in the eminent domain action.

Mayor Williams stated that the cost can be huge and he understands both sides, there are some who want the park and others who do not want the liability.

Deputy Mayor Warner was surprised that the City has found themselves in this situation and she always thought it was a City park. Now, we know that the City does not have any legal interest in the park and she feels that the right thing to do is to let the true owners of the park have their park back, and let them decide who to move forward. There is a public benefit to having the park and there are some changes that need to be made. Furthermore, she does not think that anyone can move forward until the cloud on title is cleared. She believes that if the owners come back to the City in the future stating that they want to lease it to the City then that is fine, but right now they need to clear the title.

Barry Meneghelli, 2119 MacFarland Drive, Cocoa, asked for a clarification of the plat easement because what it sounds like is there is a gray area if there is an easement but no title stating who owns it.

Attorney Garganese explained that in 1924 a plat was given to all lot owners. The owner never conveyed fee simple title to anyone. Absent any other evidence, the actual ownership still seems to be in the hands of the Florida Corporation from the 1920's. There is no dedication of conveyance of fee simple title for the City of Cocoa and also no recorded interest or title company could find anything regarding this property.

Mr. Meneghelli asked if one could confer that there is not a title for anyone else. He mentioned that he has a titled deed to his house but nothing that would say that the ownership of the plat is the City's or the owners. He further asked if there is an easement that says the park can be used by owners. He did not believe that one could infer that they own a part or parcel of the park.

Attorney Garganese clarified his question and stated that based on records they do not have a private easement.

Troy Orender, 2401 N. Indian River Drive, Cocoa, mentioned that he has followed this issue from the beginning and understands that Cocoa Development entered into an agreement by recording the plat into the record. He stated that the dedication goes perpetuity, no matter what term is used. Everyone knows that it is a nice piece of real estate, however there are problems and there will continue to be problems. Since at least 2000 there have been issues at the park and they have seen issues since Council ordered the locking of the gate at the October 10, 2018 meeting. He spoke about the trash that is picked up at the park, including hypodermic needles. He feels that the big issue is that the lot owners were each dedicated a 1/197th portion of the park when they bought their properties and they have this easement in perpetuity and they object to those who want to give the park away.

Charles Carrington, 2106 Indian River Drive, Cocoa, advised that his background is a real estate lawyer. He has a background of looking at plats and titles. He feels that although this is a complicated legal situation it is not uncommon. He stated that it is not an ideal way to plat property but we have to keep in mind that this was done in 1924, so it was pretty sophisticated for that time. Additionally, no one should be surprised that there is not a deed for each resident in 1924. It was the intention for the developer to create this for the residents so that they would have a park. He spoke about other issues that he believes to have a part in this and submitted a check in sheet[4] for the last meeting where most residents are in favor of it staying as a private park. He urged Council to go with staff's recommendation.

Linda Dolphin, 2100 North Indian River Drive, Cocoa, asked if owners would be liable for injuries at the park. In response, Attorney Garganese stated that he could not answer that question or explain how lot owners would move forward with easement rights.

[4] EXHIBIT D: Attendance list submitted by C. Carrington

Councilmember Goins mentioned that his main concern is the division among Carlton Terrace. Citizens have the opportunity to come together and by being on Council he is speaking for an entire city of citizens. He is not comfortable with the park being private. He would love for it to be public but this situation is very difficult and he is not comfortable with it. He hopes that residents could come together and he thought that the last meeting he attended was great. He is not comfortable with the City taking ownership.

Councilmember Boisvert concurred with Councilmember Goins and does not feel that the City should get involved. He believes it should be turned over to the homeowners and they can handle it.

Councilmember Goins asked who was going to maintain the gate and give authority to use the park. He is concerned as there is already separation among the residents. Citizens have agreed to work it all out.

Deputy Mayor Warner reiterated that by removing the City and passing a resolution (Option 1) that this would give the neighborhood an opportunity to move forward, and to possible look at new opportunities such as a kayak or canoeing club. They could make their money back. She is open to hearing from them at anytime if they need help.

Mayor Williams was also in support and would love for them to work it out.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Warner, to go with Option #1 under staff's recommendation which is to proceed with the adoption of a resolution disclaiming any future City interest in the park property.**

AYES: Williams, Warner, Boisvert, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)[5]

MULTI-YEAR CONTRACTS:

2. Approve the Scope of Services with Wharton-Smith, Inc., Sanford, Florida, for the Construction Manager at Risk (CMAR) Services for the Chemical Conversion and Reliability Improvements Project (CCRIP) at the Dyal Water Treatment

[5] Councilmember Koss abstained from the vote on this item.

Plant, Project No. WS1404; To Approve as a Multi-Year Contract. (19-32). (Utilities Director)

Mr. Walsh explained that this item had been brought before Council previously and now they were requesting approval of a task order. This is a new process using the CMAR.

* **MOTION by Deputy Mayor Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the Proposal by Connect Consulting, Inc., (CCI), High Springs, Florida, for Hydrogeological Services for Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services utilizing the City of Palm Coast RFQ-PW-U-15-12, Services Contract for Professional Hydrogeological Services. (19-39). (Utilities Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. INFORMATIONAL AGENDA:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 01/31/2019. (19-48). (Finance Director)

2. FY 2019 Budget Adjustment Report. (19-56). (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. (19-58). (Finance Director)

X. REPORTS:

Mr. Wegerif spoke in reference to the crosswalks and ramps in the village and advised that they are in amidst of a project of which they need to stay on schedule. The bricks are twenty five to thirty years old and although they have held up they are showing their age. Some need replaced to do ADA compatibility. Additionally, this has to be done in order to keep in compliance with federal funding. They are doing the stamped asphalt and he explained that this same process was done on Florida Avenue and Peachtree Street. He asked Council for their permission to continue with the project.

Mayor Williams asked to be updated with projects going on in the City. Mr. Wegerif agreed to keep Council informed.

Councilmember Koss stated that she had received calls and came to the village this morning. She looked at an area by Derby Street Chapel and it was already ADA compliant. She clarified that this has to do with paving.

Mr. Wegerif explained that the ramps have to line up with the brick pavers and the crosswalks. They have to be re-laid as there are less hazards if they are all kept the same.

Councilmember Koss further mentioned that she went to Florida Avenue and did not realize that it was stamped asphalt. To her it looked like brick work and it does not bother her that the Village may look a little different. She asked if it was ADA compliant where Mr. Greenwood lives.

Councilmember Goins confirmed that these areas being redone were not currently ADA compliant. He further stated that when doing pavers finding color matches is hard to find. In response, Mr. Wegerif agreed and noted that you never find the exact color match.

Councilmember Goins further asked how often painting has to be done when painting asphalt. Mr. Wegerif stated it is every ten to fifteen years and is fairly easy to re-do.

Assistant City Manager Fuhrer apologized to the new members for not being made aware of the project. This was proposed for the prior fiscal year but due to the length of the Stone Street Project the budget for this was put towards that so that it could be completed. When that was done it was determined that Public Works would get this project underway as soon as possible in the new fiscal year. The focus was on the businesses downtown so they apologize for not notifying them.

Councilmember Koss asked why ADA compliance was required in the Village but not in her neighborhood. In response, Mr. Wegerif explained that it is required on sidewalks when they do resurfacing.

Mr. Wegerif explained the ADA compliance process in detail for Council.

Mr. Walsh advised that he would be providing a presentation on Utilities at the Sustainability Advisory Committee meeting on March 7, 2019. The meeting originally scheduled for tomorrow was rescheduled.

Assistant City Manager Fuhrer pointed out that Mr. Wegerif was looking for a consensus on whether or not Public Works should continue with the project in the Village.

Mayor Williams advised that this was done before they got elected and he felt that projects were moved around for election purposes, but what is done is done.

Councilmember Koss wanted to be on the record stating that the Village does not have to be uniform with the rest of Cocoa.

Assistant City Manager Fuhrer advised that the issue with the sound on the live streaming of meetings seems to be much better, as some adjustments were made to the microphones. He asked to be let known if they receive any input in regards to this.

City Manager Titkanich mentioned that staff would meet regarding Michigan Avenue and about the ditch on First Street and St. Johns Street.

He also asked for a consensus on an ordinance for puppy mills. He spoke about a previously proposed bill pre-empting local governments and counties from banning them, but there is a bill out there now.

Deputy Mayor Warner suggested that they wait to see what is happening in the legislative session and if it still seems to be an issue than they can look at it at that time.

City Manager Titkanich noted that every few years Brevard County mosquito control sprays by air and ground and the only way for them to spray in Cocoa is to get them a letter for authorizing approval from May 2019-May 2021.

IT WAS A CONSENSUS AMONG ALL COUNCIL MEMBERS FOR THE CITY MANAGER TO SEND A LETTER AUTHORIZING BREVARD COUNTY TO SPRAY FOR MOSQUITOS FROM MAY 2019-MAY 2021.

Lastly, City Manager Titkanich advised that he had sent an email to Mr. Waters regarding the information that he had requested. After several attempts to meet, they finally met and a response was sent.

Councilmember Koss asked if the mosquito spraying is over the Indian River Lagoon. City Manager Titkanich advised he did not have an answer to that. He believes it was just in the City limits. She further asked in what conditions do they spray. She pointed out that this week a contractor was spraying for weeds and the wind was blowing it everywhere but on the weeds.

Councilmember Goins congratulated Cocoa Police Department for making an arrest on the case of the missing mother and he commended the Chief and community for coming together.

He has had a couple of citizen inquiries about installing emergency call stations.

Assistant City Manager advised that research had been done in 2014 and mentioned that you see these at universities and there are many options, of which some include solar. They did not find any correlation with perceived safety versus real safety with placement of those.

Councilmember Goins asked if Assistant City Manager Fuhrer could send him the information.

Deputy Mayor Warner asked if he had the report and requested a copy.

Councilmember Goins advised that Brevard County Parks and Rec put out mulch at Fern and Prospect Park. They are currently working on the gate and are hoping to have a community rededication day.

There was a community clean up on Rosa L. Jones and Bernard and it was a huge success. Students from Eastern Florida State College helped. He further spoke of an issue on Bernard Street with trash coming through the storm drains. There was about twelve bags of trash on the edge of the pond. He asked if this could be looked into. He also requested a possible conversation with Habitat for Humanity about a fence being installed.

He thanked everyone for coming out regarding the McFarland Park issue. He is hopeful that the community will come together.

Deputy Mayor Warner thought that the dedication on Whaley Street was very nice and had one of the best turnouts she had ever seen.

She was very happy to see that an arrest had been made in the homicide case and hopes it will give the family the time to grieve knowing he is no longer on the streets.

Deputy Mayor Warner asked Mr. Wegerif about the lights by the muffler shop on US 1.

Mr. Wegerif assured her that it would be looked at and agreed that from Brunson to Economy Muffler it is dark.

She further advised that lights were out where Crosswinds is at on Dixon. Mr. Wegerif advised that those were FPL maintained and outages could be reported online but assured her they would look into those also.

Deputy Mayor Warner asked who was responsible for paving Pineda. In response, Mr. Wegerif stated that the part in the City is us and the other is the County. In situations like Pineda they would typically do a joint project with the County. She feels it is getting bad. Mr. Wegerif pointed out that it is more than just paving as it needs to be reconstructed and once you touch a road it has to be ADA compliant. She stated with schools it becomes more of an issue.

Councilmember Boisvert congratulated the Police Department on the arrest and Chief Prince for inviting them to the Fire Departments Swearing In and Award Ceremony. He agreed it was a great turnout at the Whaley Street groundbreaking.

In closing, he spoke about all of the construction happening on S.R. 524.

Councilmember Koss spoke about her attendance at the Transportation and Tourism event and noted that the speaker was quite inspirational.

She attended the ribbon cutting at Organics Spa and Salon on Oleander Street and attended the City’s pension meetings.

Councilmember Koss also enjoyed the Fire Department Swearing In and Awards Ceremony and thought the Chief did a great job in explaining each job. She further thanked the Chief for her weather alert radio.

In closing, she advised that she was busy with the McFarland Park issue all weekend.

Mayor Williams apologized for not being at the Fire Department's ceremony.

He asked for a floral arrangement to be the sent to the funeral for Ms. Jackson.

Mayor Williams thanked Chief Cantaloupe and his officers in the arrest and thought they did a good job.

He spoke of his attendance at the Black History Event at Endeavor Elementary and thought they did a great job. They honored a lot of black pioneers in the City and thought it was great.

He further advised that he has been driving through Cocoa and Rockledge and there are a lot of bus stops with no garbage containers. He was going to call Dr. Fettrow in Rockledge as well. He will also address this with the TPO.

In regard to his concerns, Mr. Wegerif pointed out that SCAT was in charge of the bus stops. Each can is about $1,000.

Mayor Williams congratulated the Cocoa High School boys basketball team as they are one game away from going to state.

He spoke of his attendance at the Legends Parade and thanked the police department, V-Cops, Debra Dukes and County for the event.

He concurred with all other members on the groundbreaking on Whaley Street, and thanked Delores McLaughlin for the PAL training that was held in Cocoa.

Mayor Williams attended the EFSC Soul Food Regalia and mentioned that Francois Clemmons spoke at the event who used to be on Mr. Rogers. He thanked EFSC for the invitation.

He spoke about his attendance at the Democratic Women of Brevard's event at the Cocoa Civic Center.

He stressed that he is committed to making a difference and committed to making a change.

City Manager Titkanich noted that a consultant will be onsite tomorrow to do an evaluation of security.

XI. ADJOURNMENT.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to adjourn the Regular meeting of February 27, 2019.**

AYES: Williams, Warner, Boisvert, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:53 p.m.

_____

Jake Williams, Jr., Mayor

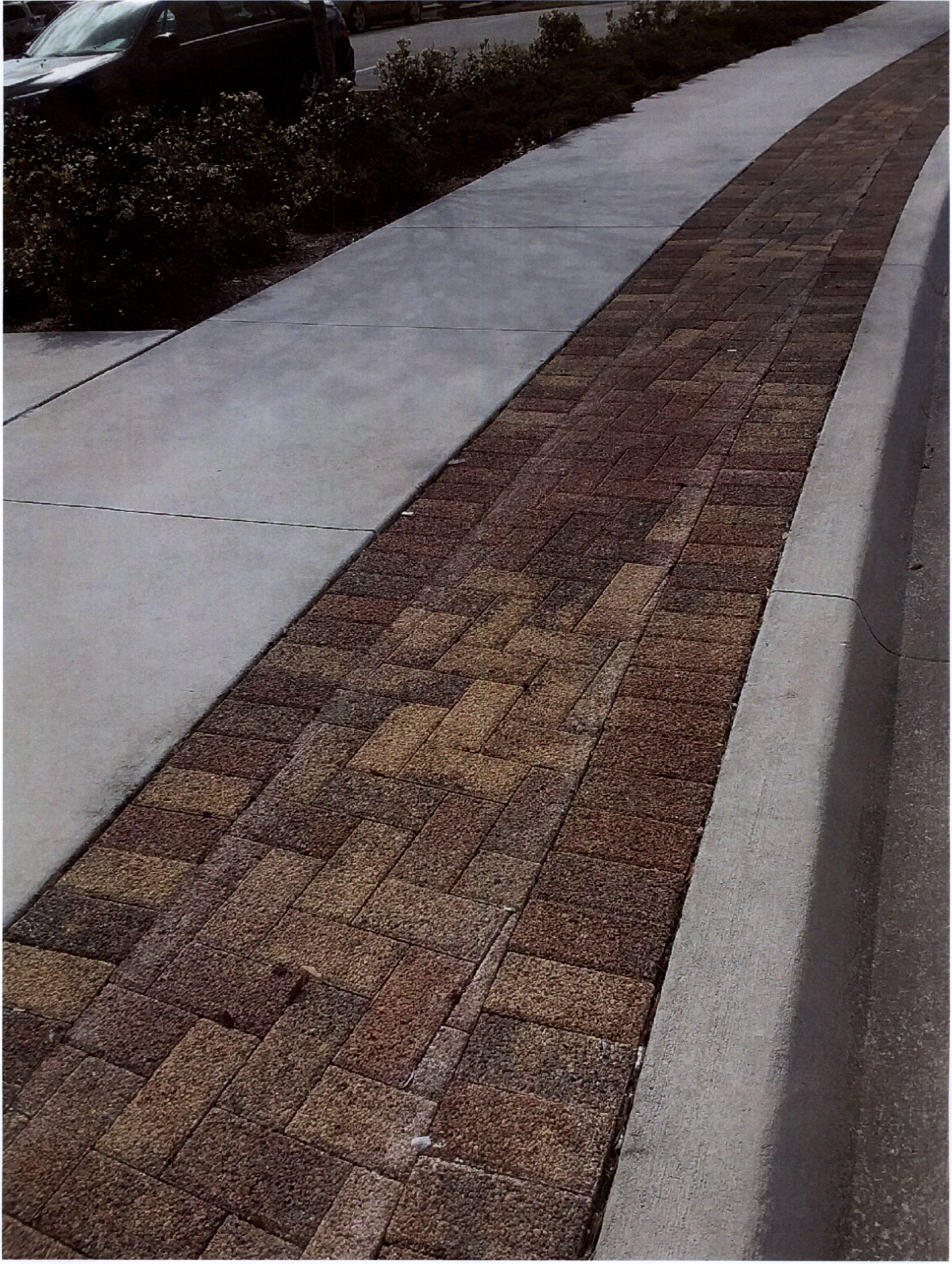
ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT A: Photos of bricks in Cocoa Village submitted by A. Greenwood








SPEED LIMIT 20

CITY OF COCOA
PUBLIC WORKS
CITY OF COCOA
PUBLIC WORKS

LIMIT
15
COP
Volunteer


PLEDGE OF CIVILITY
We will be respectful of one another even when we disagree.
We will direct all comments to the issues.
We will avoid personal attacks.
"Politeness costs so little." - Abraham Lincoln

Preliminary Subdivision
London Cove

February 27, 2019

EXHIBIT B: PRELIMINARY SUBDIVISION LONDON COVE

Project Summary

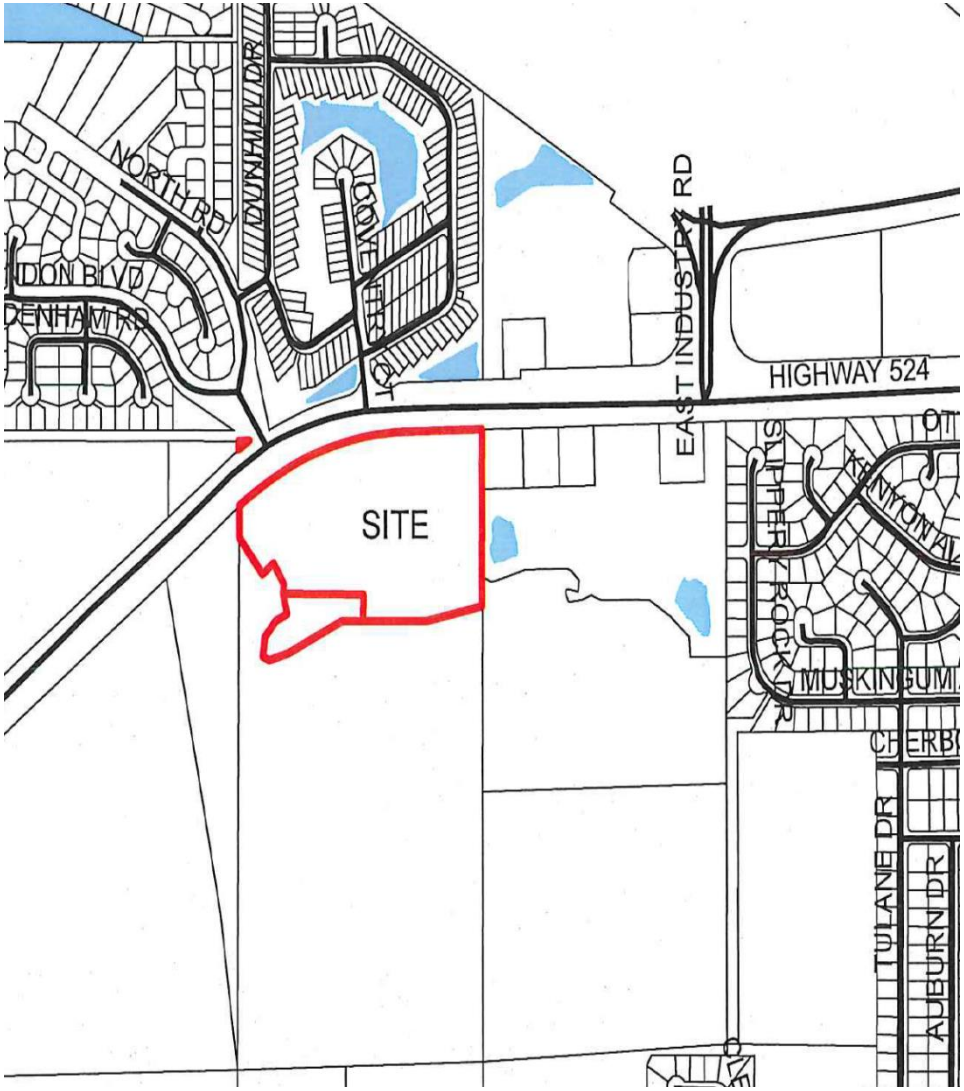
Requested Action

Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for London Cove subject to conditions identified in the agenda item.

Project Location

Three (3) parcels of land totaling 18.47 acres located on the south side of SR524 and immediately west of the Cocoa Commons Shopping Center. The land is undeveloped and is zoned C-N, RU-2-10 and RU-2-15.

Location Map



Project Summary

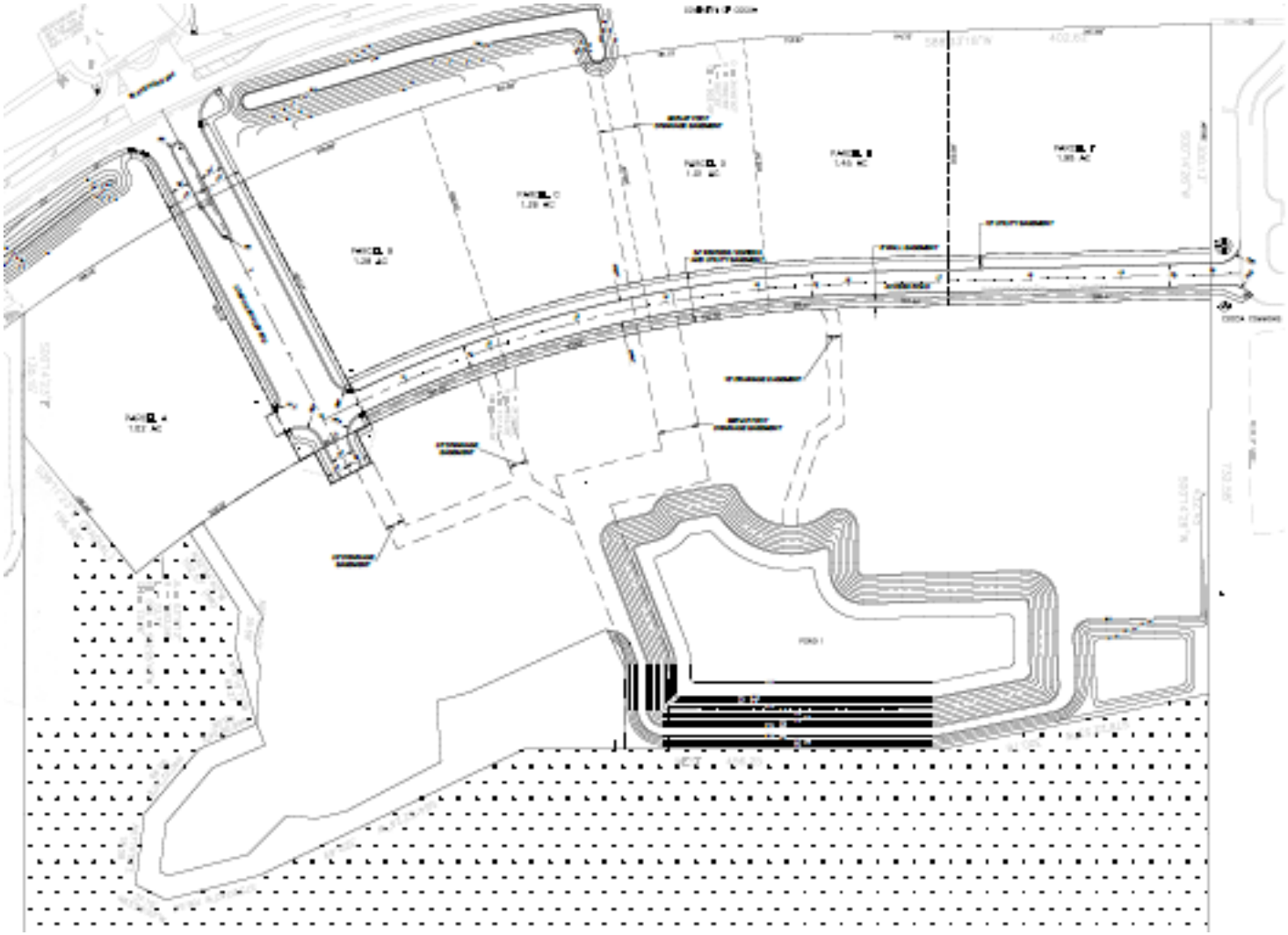
Project Background and Summary

- The “London Cove” project was originally approved in 2009 with 6 commercial lots along SR524 and 61 townhomes on the residential portion of the property to the south of the commercial. Due to the recession the project was never built and the land remained vacant.

- The applicant proposes to similarly subdivide the property into 6 commercially zoned lots along SR524 with one single residential parcel to the south of the commercial lots which would be developed at a later time.

- Supporting infrastructure for all lots will be built in conjunction with the commercial lots. This will include a stormwater pond, 2 internal drainage easements and a 45 foot drainage easement connecting to the SR524 right-of-way.

Preliminary Subdivision Layout



Project Summary

Staff Analysis

Staff has reviewed the Preliminary Subdivision application under the C-N (Neighborhood Commercial) zoning district regulations as follows:

- Minimum Lot Area: 7,500 sq.ft.
- Minimum Lot Width: 75 ft.
- Minimum Lot Depth: 100 ft.

- The six (6) commercial lots created by this subdivision range between 161 ft. and 287 ft. in width. The lot depth ranges between 260 ft. and 300 ft. This gives a lot area of 41,860 sq. ft. for the smallest of the 6 lots and a lot area of 86,100 sq. ft. for the largest lot.

- The remaining portion of the subject site (Tract A) exceeds the minimum lot requirements under the RU-2-10 and RU-2-15 zoning district regulations.

Project Summary

The property is located to the north of existing wetlands and contains areas in the AE Flood Zone. Geosyntec Consultants reviewed the project and provided a number of comments which will need to be addressed prior to any development of the site.

Consistency with the Comprehensive Plan

- Policy 1.1.2.8 C: Pedestrian connectivity between neighborhood commercial and surrounding multi family developments is highly encouraged.

- Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character..

Concurrency

- Staff has done a preliminary concurrency review of services required by the project and determined that there are sufficient facilities to meet the needs of the proposed development.

Recommendation

Next Steps

If approved, the Preliminary Subdivision will allow the developer to begin construction of the site improvements and infrastructure once all the required conditions have been met. The Final Subdivision must be applied for within one year of approval of the Preliminary Subdivision.

Previous Action

The Planning and Zoning Board recommended approval with conditions of the London Cove Preliminary Subdivision at its December 5, 2018 meeting. Some conditions recommended by the Planning & Zoning Board have been resolved since the meeting and have not been included in this recommendation.

Recommendation

Approve a Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for London Cove subject to the conditions set forth below:

1. All unresolved review comments from City of Cocoa staff, or other reviewers on behalf of the City, shall be addressed prior to the Final Subdivision application being heard by City Council unless an earlier deadline is established below.
2. Provide revised Preliminary Subdivision plans and plat addressing the following comments:

<u>Utilities Department – Re-Use</u>

1) Please provide re-use connection and details on plans.

Recommendation

Fire Department

1) Maximum distance to a fire hydrant shall be 400 ft. and measured along fire department access roads. Prefer hydrant locations may be at street corners, intersections and recommended under street lights when applicable. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises in accordance with the Florida Fire Prevention Code, Chapter 18, Section 18.4.5.2.1 and noted on plans.
2) Should the subdivision have gated entry or development approved device to open entry-security gate during emergencies by fire department personnel shall be provided.
3) Fire Department access roads of at least 20 ft. in width and designed to support the imposed loads of the fire apparatus shall be provided at the start of the project and shall be maintained throughout construction.

Recommendation

4) During building construction: Contractor shall maintain access to all parts of the site, provide fire extinguishers in designated areas, Accumulation of combustible waste material, dust, and debris shall be removed from the structure and its immediate vicinity at the end of each work shift.
5) During building construction, any security fences and gates shall have a Knox lock so fire department personnel can access the property. Application for key lock may be obtained by fire inspector.
6) Any underground water mains and hydrants are to be tested and approved prior to commencing construction work on any structure.

Recommendation

7) Upon building completion: Commercial Building address numbers shall be 6 inches in height and individual single family homes of at least 4 inches in height, per Florida Fire Prevention Code, NFPA 1 Fire Code. Section 10.11. Address numbers shall be posted in a manner to be seen from the street.
8) Project to follow Florida Fire Prevention Code, Six Edition, NFPA 1, NFPA 101 2015 Edition, in addition to building code and other related codes and standards. Recommended chapters to review: Chapter 18, Fire Department Access and Water Supply and Chapter 16, Safeguarding Construction, Alterations, and Demolition Operations.
9) The design and use of any traffic calming devices shall be approved by the AHJ.

Recommendation

Public Works Department

1) The road and drainage is to be private and maintained by the owner.
2) Traffic signalization along London Boulevard will require additional re-work.
3) The current pipe that discharges SR 524 runoff to the property is about 30 inches. The plans for SR 524 runoff bypassed through the site calls for a 43”x68” ERCP. The drainage study did not show how they came up with this size pipe. We’d like to see the calculations justifying that size pipe.
4) The plans show an irrigation line a little too close to a line of oak trees. Please provide a little more separation between the center of the oak tree and the irrigation line. This will minimize future disruption to the irrigation systems from oak tree roots.

Recommendation

City Surveyor and Flood Plain Management

1) Provide copies of revised plans to address the City Surveyor comments as well as payment of the surveyor's final invoice.
2) Provide revised plans to address the flood plain review comments.
3) Provide a copy of the new St Johns River Water Management District Permit.
4) The Conservation Element of the Comp Plan, Policy 12.1.6.15 suggests that for projects requiring a SJRWMD permit, the "City shall require as a condition of development approval that wetland buffers shall be protected and encumbered by a perpetual conservation easement." As such, further review of the wetland areas shown outside of conservation tracts is required and that additional conservation easements or tracts may be required upon final plat approval.

EXHIBIT C: Form 8B, Memorandum of Voting Conflict submitted by Councilmember Koss

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Koss, Lorraine, Loken	Cocoa City Council
MAILING ADDRESS 65 Stone Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Cocoa — COUNTY: Brevard	NAME OF POLITICAL SUBDIVISION: District 4, Cocoa
DATE ON WHICH VOTE OCCURRED 2/27/2019	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on February 27, 20 19:

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The Council was asked to give direction related to the ownership status of McFarland Park. The issue is whether to pursue legal ownership of the park versus acknowledging the legal ownership of the park by Carelton Terrace lot owners. I am a Carelton Terrace lot owner.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2/27/2019
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

EXHIBIT D: Attendance List submitted by C. Carrington

Carleton Terrace
Property Owners

MASTER LIST

✓ Prepark – Statement/email 2/23/2019
*ProPark –

Carleton Terrace
Property Owners

MASTER LIST

Street	Street #	Owner Name	Mail (Tax) Address
Indian River Dr.	2003	Corak, Anthony, Theresa M	2003 N Indian River Dr, Cocoa, FL 32922
Indian River Dr.	2006	Taplin, Robert G.	2006 N Indian River Dr, Cocoa, FL 32922
Indian River Dr.	2007	Smith, Robert & Phyllis	2007 N Indian River Dr, Cocoa, FL 32922
Indian River Dr.	2011	Deese, Kerwin, Scobey, Sarah	905 Orchid Way, Carlsbad, CA, 92011-4830
Indian River Dr.	2015	Callahan, Robert & Sarah	2015 N Indian River Dr, Cocoa, FL
Indian River Dr.	2016	Sprague, Robert & Patricia M Trust	2016 N Indian River Dr, Cocoa, FL 32922-6951
Indian River Dr.	2019	Eberwein, Elizabeth W.	2019 INDIAN RIVER DR N COCOA, FL 32922
Indian River Dr.	2020	Low Cost Homes, LLC	117 Broadway B Kissimmee, FL 34741-5713
Indian River Dr.	2023	Griffin, Susan	2023 N Indian River Dr Cocoa FL 32922
Indian River Dr.	N/A Park	Carleton Terrace Park Assoc	
Indian River Dr.	2100	Childs, William & Dolphin, Linda	2100 Indian River Dr N Cocoa FL 32922
Indian River Dr.	2103	Travis, Robert & Karen Trust	2103 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2109	Spivey, Michael & Kathie Life Estate	2109 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2106	Carrington, Charles C.	2106 Indian River Drive N Cocoa FL 32922
Indian River Dr.	2115	Koss, Lorraine & Lawrence	2115 Indian River Dr Cocoa FL 32922
Indian River Dr.	2116	Moore, Susan G.	2116 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2119	Melton, Jonathan & Dawn M	2119 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2120	Perrone, Ralph Sr. & Cynthia I	2120 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2123	Nitz, Laurine Life Estate	2123 N Indian River Cocoa FL 32922
Indian River Dr.	2124	Aguinaga, Gary S & Sandie J	2124 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2125	Gramlich, Thomas R	2125 Indian River Dr N Cocoa FL 32922
Indian River Dr.	2130	Riddle, William & Mary Jo	2130 Indian River Dr Cocoa FL 32922
Indian River Dr.	2131	Rivera, Jorge et al	PO Box 237812 Cocoa FL 32923
Indian River Dr.	2135	Jones, Casper P, III	2135 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2140	Gould, Betty T Trust	2150 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2150	Gould, Betty T Trust	2150 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2401	Orender, Troy & Anna	2401 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2404	Braun, Ursula K	2404 Indian River Dr N Cocoa FL 32922
Indian River Dr.	2506	Thompson, Edward	PO Box 588 Ludington MI 49431
Indian River Dr.	2511	Hoskinson, Gordon H	2511 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2514	Shapero, James H	823 Glouchester Street Boca Raton FL 33487
Indian River Dr.	2515	Smith, Marilyn R.	2515 N. Indian River Drive, Cocoa, FL 32922
Indian River Dr.	N/A	Valavanis, Jason & Lois	3640 Indian River Dr N Cocoa FL 32926
Indian River Dr.	2545	Beck, Deborah J	453 Crescent Dr West Chester PA 19382

"Check Mark" left side: Lot owners who have emailed, text messaged, voice, or written and signed statement with support for private Carleton Terrace Park Association and park ownership.

Asterisk in blue ink indicating in person pro Carleton Terrace private ownership at meeting 02/23/2019.

Carleton Terrace
Property Owners

MASTER LIST

✓ Prospark – statement/email 2/23/2019
* PreBark

Carleton Terrace
Property Owners

Indian River Dr.	2600	Becks, Michael & Louise	2600 N Indian River Dr Cocoa FL 32922
Indian River Dr.	* 2603	Whitten, Karen & Woods, Ronald	420 Harrison Ave Cape Canaveral FL 32920
Indian River Dr.	2606	Williams, Roger & Barbara	2606 Indian River Dr N Cocoa FL 32922
Indian River Dr.	2607	Inthanam, Xaysana & Mascone	2607 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2611	Mealing, Gregory & Nancy	2611 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2630	Spears, Judith Trustee	2630 Indian River Dr N Cocoa FL 32922
Indian River Dr.	2632	Spears, Judith Trustee	2632 Indian River Dr N Cocoa FL 32922
Indian River Dr.	2636	Sheive, Randy & Rebecca	2636 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2656	SLS Investments	117 B Broadway Kissimmee FL 34741
Indian River Dr.	2701	Muller, Richard & Linda	165 N Canal St Unit # 1525 Chicago, IL 60606
Indian River Dr.	2703	Johnson, Peter & Cynthia	2703 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2704	Sheive, Randy & Rebecca	2636 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2705	McBride, Jon II	2705 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2707	Young, Ben & John Trustees	2707 N Indian River Dr Cocoa FL 32922
Indian River Dr.	2708	Wells, Robert B Life Estate	2708 N Indian River Dr Cocoa FL 3
Indian River Dr.	2800	Coy, Christi & Andrew	2800 Indian River Drive N Cocoa FL 32922
Indian River Dr.	2811	Coy, Christi & Andrew	2800 N Indian River Dr Cocoa FL 32922
Dixie Court	2606	Slater, Ernest & Nancy	3218 Highpoint Dr Cocoa FL 32926
Dixie Court	2611	Nichols, Ladiena	2611 Dixie Ct Cocoa FL 32922
Dixie Court	2684	Noble, Wayne & Sandra	2684 Dixie Ct Cocoa FL 3292
Dixie Court	2700	Garcia, Ruben	2700 Dixie Ct Cocoa FL 32922
Dixie Court	2701	Bouquot, Sally M	2701 Dixie Ct Cocoa FL 32922
Dixie Court	2702	Bennett Steven R	2702 Dixie Court Cocoa FL 32922
MacFarland	2105	Paas, Arno & Jan	4 Winding Woods Charleston WV 25311
MacFarland	2112	Klizek, Emily A & Justin	2112 Mac Farland Drive Cocoa FL 32922
MacFarland	2115	Dixon, Diane & Phillip	1049 Rockledge Drive #104 Rockledge FL 32955
MacFarland	2118	Kenaston, Marianne Life Estate	2118 Mac Farland Dr Cocoa FL 32922
MacFarland	2119	Meneghelli, Barry & Denise	2119 Mac Farland Dr Cocoa FL 32922
MacFarland	* 2124	Proctor, Ryan	6818 Laurel Maple Ct Spring TX 77379
MacFarland	* 2125	Proctor, Jack & Monica	2125 Mac Farland Dr Cocoa FL 32922
MacFarland	2129	Higginbotham, Thomas & Deanna	2129 Macfarland Dr Cocoa FL 32922
MacFarland	2130	Godwin, Gary L. & Maria	2130 Mac Farland Dr Cocoa FL 32922
MacFarland	2133	Smith, William C	2133 Mac Farland Dr Cocoa FL 32922
MacFarland	* 2205	Williams, Robert L & Jordanna	2205 Macfarland Dr Cocoa FL 32922

Carleton Terrace
Property Owners

MASTER LIST

✓ Prepark - statement/email 2/23/2019
*PrePark

Carleton Terrace
Property Owners

MASTER LIST

✓ Vistapark – Statement/email
*ProPark 2/23/2018

Carleton Terrace
Property Owners

MacFarland	2207	Gormson, Norman E Trust	2207 Mac Farland Drive Cocoa FL 32922
MacFarland	2210	Slack, Barry & Carina Trustees	300 Carleton Drive Cocoa FL 32922
MacFarland	2303	Weaver, Virginia Life Estate	2303 Mac Farland Drive Cocoa FL 32922
MacFarland	2304	Nance, Erin & Ryan	2304 Macfarland Dr Cocoa FL 32922
MacFarland	2306	Rutter, Mark Revoccable Trust	2205 Lawrence Ave Lockport IL 60441
MacFarland	2313	Gormsen Living Trust	2207 Macfarland Dr Cocoa FL 32922
MacFarland	2403	Compton Family Trust	2403 Mac Farland Dr Cocoa FL 32922
MacFarland	2400	Stewart, Beth & Lee	792 Carriage Hill Rd Melbourne FL 32940
MacFarland	2415	Holladay, Matthew & Nora	2415 Mac Farland Drive Cocoa FL 32922
	2418	Taylor, Virginia	2418 MacFarland Dr, Cocoa, Fl 32922
MacFarland	2501	Bca 2016-18	255 S Orange Ave Unit Ste 900 C/O Quintairos Prieto Wood & Boyer Pa Orlando, FL 32801
MacFarland	2510	Saylor, Debra J.	2510 MacFarland Drive, Cocoa, FL 32922
MacFarland	2511	Moseley, Beverly & Leslie	7345 Orchestra Ln Melbourne FL 32940
MacFarland	2514	Sample, Brooke	2514 Mac Farland Dr Cocoa FL 32922
MacFarland	2515	Olavarria, Pedro & Donna	Mac Farland Dr Cocoa FL 32922
Lucerne Dr.	214	Hasko, Buck	214 Lucerne Drive Cocoa FL 32922
Lucerne Dr.	301	Tossios, Ruth Ann	301 Lucerne Dr Cocoa FL 32922
Lucerne Dr.	305	Jackson, Joseph & Carma	3053 Sunset Lane Cocoa FL 32922
Lucerne Dr.	310	Ross, Wade	310 Lucerne Drive Cocoa FL 32922
Lucerne Dr.	311	Sharp, Randal K	311 Lucerne Dr Cocoa FL 32922
Lucerne Dr.	314	Bates, Ronnie K	314 Lucerne Dr Cocoa FL 32922
Lucerne Dr.	317	Coates, William J & Susan	807 Forrest Ave Cocoa FL 32922
Lucerne Dr.	318	Cline, Jackleene & ~~Moore, Ila G~~	1405 11th Ln Vero Beach FL 32960
Lucerne Dr.	319	Gey Lucerne DR LLC	222 Capitol Ct Ocoee FL 34761
Lucerne Dr.	400	Messiah E Lutheran Church Pastor Tom Unrath	400 Lucerne Dr Cocoa FL 32922
Carleton Dr.	19	Forkner-Vernon, Martha	19 Carleton Dr Cocoa FL 32922
Carleton Dr.	24	Lewis, Harold & Stephanie	24 Carleton Dr Cocoa FL 32922
Carleton Dr.	25	Roderick, Terry	25 Carleton Drive Cocoa FL 32922
Carleton Dr.	36	Smurl, Michelle	36 Carleton Drive Cocoa FL 32922
Carleton Dr.	201	Molitor, Norma	201 Carleton Dr., Cocoa, FL 32922
Carleton Dr.	300	Slack, Barr C & Carina	300 Carleton Drive Cocoa FL 32922
Carleton Dr.	301	Moody, Raechel A	301 Carleton Dr Cocoa FL 32922
Carleton Dr.	307	Calvary Baptist Church	PO Box 550 Sharpes FL 32959
Carleton Dr.	308	Nichols, Shaun	308 Carleton Dr Cocoa FL 32922
Carleton Dr.	316	Burnett, Donna & Nell	316 Carleton Dr Cocoa FL 32922
Carleton Dr.	320	Selwach, Amy J. Stanton, Jeff	320 Carleton Dr Cocoa FL 32922

Carleton Terrace
Property Owners

MASTER LIST

✓ Prepark – Statement/email
*PrePark 2/23/2019

Carleton Terrace
Property Owners

Carleton Dr.	321	Calvary Baptist Church	PO Box 550 Sharpes FL 32959
Carleton Dr.	336	Grenet, Brandon & Lynanne	336 Carleton Drive Cocoa FL 32922
Belmont Dr.	305	Gey Belmont Drive LLC	222 Capitol Court Ocoee FL 34761
Belmont Dr.	309	Davis, Lydia M	309 Belmont Dr Cocoa FL 32922
Belmont Dr.	312	Yoder, James E,	312 Belmont Dr Cocoa FL 32922
Belmont Dr.	315	Di Bello, Francesco	315 Belmont Dr Cocoa FL 32922
Belmont Dr.	316	Marr, Deborah R.	316 Belmont Drive Cocoa FL 32922
Belmont Dr.	320	Gallant, Susan E	320 S Belmont Dr Cocoa FL 32922
Belmont Dr.	321	Levensaler, Timothy & Arlet	PO Box 542349 Merritt Island FL 32954
Belmont Dr.	327	Mc Cormick, Hazel & JS Life Estate	1911 Miller St Clovis NM 88101
Belmont Dr.	332	Newberry, John & Peggy	PO Box 3771 Cocoa FL 32924
Belmont Dr.	333	Mangold, David S	333 Belmont Dr Cocoa FL 32922
Bellaire	307	Sect'y of HUD	451 SW 7th Sw St Washington DC 20410
Bellaire	308	Bisbal, Miguel & Jacqueline	308 Bellaire Drive Cocoa FL 32922
Bellaire	312	Bachand, Louis R	312 Bellaire Dr Cocoa FL 32922
Bellaire	318	Williams, Elaine	318 Bellaire Drive Cocoa FL 32922
Bellaire	319	Cabrera, Eric & Ivette	264 Sunrise Terr Bridgeport CT 06606
Bellaire	324	Grier, Devery M.	324 Bellair Dr Cocoa FL 32922
Bellaire	325	Guzman, Eutolio	325 Bellair Drive Cocoa FL 32922
Bellaire	328	Black, Priscilla E	328 Bellaire Drive Cocoa FL 32922
Bellaire	329	Browning, Carl & Shawn	2068 Schubert Dr Virginia Beach VA 23454
Bellaire	332	Jaspers, Robert & Penny	332 Bellair Dr Cocoa FL 32922
Bellaire	333	Dinger, Findlay	6565 Hazeltine National Dr., Orlando, FL 32822
Bellaire	335	Murphy, Joshua D; Shaylyn S	335 Bellaire Dr., Cocoa, FL 32922
Bellaire	337	Owens, Clinton & Linda Trust	337 Bellaire Dr Cocoa FL 32922
Bellaire	340	Mott, Paul J & Anna	340 Bellair Dr Cocoa FL 32922
Bellaire	N/A	Wcpc US1 LLC	2144 H R Ln Cocoa FL 32926
Bellaire	406	Hancock, Maydean Estate	406 Bellaire Dr Cocoa FL 32922
Bellaire	412	Brock, Robert C & Marianna	412 Bellair Ave Cocoa FL 32922
McLeod	317	Goforth, Mia & Archibald	317 Mc Leod Dr Cocoa FL 32922
McLeod	320	Lettau, Paul	320 Mcleod Drive Cocoa FL 32922
McLeod	321	Ferguson, Craig & Marta	3870 N Highway A1A #1003 Ft Pierce FL 34949
McLeod	322	Lowe, Mary Ann	322 Mc Leod Dr Cocoa FL 32922
McLeod	323	Aponas, Alfred S	816 Mystic Dr Apt 401 Cape Canaveral, FL 32920
McLeod	325	Granger, Brandom & Jennifer	325 Mc Leod Drive Cocoa FL 32922
McLeod	329	Schenck, Barbara	329 Mcleod Dr Cocoa FL 32922
McLeod	330	Pappas, John C	330 Mc Leod Drive Cocoa FL 32922
McLeod	332	Stroman,, Marion & Sherry	332 Mc Leod Dr Cocoa FL 32922

Carleton Terrace
Property Owners

MASTER LIST

✓ Yrapark – statement/email 2/23/2019
* PreRark

Carleton Terrace
Property Owners

McLeod	333	Vance, Christine K	333 Mc Leod Dr Cocoa FL 32922
McLeod	334	Mc Carty, James S & Cecilia	334 Mcleod Dr Cocoa FL 32922
McLeod	337	Gill, Hazel	609 Manatee Bay Dr Cape Canaveral FL 32920
McLeod	344	Richards, Scott C & Charlene M	133 S Twin Lakes Rd Cocoa FL 32926
McLeod	406	Genna, B Marion	406 Mcleod Dr Cocoa FL 32922
McLeod	409	Walter, Keith Jordan Revoc Trust	PO Box 236071 Cocoa FL 32923
McLeod	410	Saad, Allen J.	410 Mc Leod Dr Cocoa FL 32922
McLeod	411	Carr, Barak & Amy	411 Mcleod Dr Cocoa FL 32922
McLeod	N/A	Saad, Allen J.	410 Mc Leod Dr Cocoa FL 32922
McLeod	414	Saad, Allen J.	410 Mc Leod Dr Cocoa FL 32922
McLeod	420	Heckler, Sandra & Shannon	420 Mcleod Dr Cocoa FL 32922
Clairemont	2102	Duffy, Daniel & Peggy	2102 Clairemont Dr Cocoa FL 32922
Clairemont	2103	Nall, Kurtis, & Felicia Trustees	2103 Clairemont Dr Cocoa FL 32922
Clairemont	2107	Smith, James R. & Janet (Janice)	Smith, James R; Smith, Janet R
Clairemont	2110	Lantz, Larry	2110 Clairemont Dr Cocoa FL 32922
Clairemont	2111	2111 Clairemont LLC	4070 Old Settlement Rd Merritt Island FL 32952
Clairemont	2114	Brewer, Anita G Trust	2114 Clairemont Dr Cocoa FL 32922
Clairemont	2117	Potter, Michael D & Sandra	2117 Clairemont Dr Cocoa FL 32922
Clairemont	2120	Saluter, Rene & Gary	2120 Clairemont Dr Cocoa FL 32922
Clairemont	2121	Denny, Stephen K & Janey Jo	2121 Clairemont Dr Cocoa FL 32922
Clairemont	2126	Slack, Barry & Carina Life Estate	300 Carleton Drive Cocoa FL 32922
Clairemont	2209	Stowell, John & Mary	2209 Clairemont Dr Cocoa FL 32922
Clairemont	2210	Sherman, Rheta & John	2210 Clairemont Dr Cocoa FL 32922
Clairemont	2213	Roever, Vernon & Jodie Kaye	2213 Clairemont Dr Cocoa FL 32922
Clairemont	2214	Mezey, Helma G.	2214 Clairemont Dr Cocoa FL 32922
Clairemont	2215	Hoffman, Louise & Scudder, Craig	2215 Clairemont Dr Cocoa FL 32922
Clairemont	2219	Berger, Thomas	2219 Clairemont Dr Cocoa FL 32922
Clairemont	2304	Trickett, Muriel B	180 Portside Ave Unit 201 Cape Canaveral FL 32920
Clairemont	2332	Channel, Pamela J. Life Estate	PO Box 1078 Cocoa FL 32923
Clairemont	2338	Bachand, Richard & Margaret	2222 Meridian Ave Cocoa FL 32922
Meridian	N/A	Christ Central Church	2010 N Cocoa Blvd Cocoa FL 32922
Meridian	N/A	City of Cocoa	
Meridian	2210	Willis, Michael P	2210 Meridian Ave Cocoa FL 32922
Meridian	2214	Kozloff, Paul & Veronnica	2214 Meridian Avenue Cocoa FL 32922
Meridian	2218	Battell, Teresa	2218 Meridian Ave Cocoa FL 32922

Carleton Terrace
Property Owners

MASTER LIST

✓ Property – statement/email 2/23/2019
* ProPark

Carleton Terrace
Property Owners

Meridian	*	2222	Bachand, Richard & Margaret	2222 Meridian Ave Cocoa FL 32922
Meridian	*	2301	Pasquale, Monica & Kirk	1951 Norwood Ln State College PA 16803
Meridian		2400	Williams, Klevenger A	2400 Meridian Ave Cocoa FL 32922
Meridian	*	2414	Frizell, James & Marie	2414 Meridian Ave Cocoa FL 32922
Meridian	*	2418	Pollard, Terri & Lee	PO Box 237973 Cocoa FL 32923
Meridian		2500	Fulmer, Chilton & Katherine	2500 Meridian Avenue Cocoa FL 32922
Meridian		2501	Mccann, Sean & Chabrian, Julie	2501 Meridian Ave Cocoa FL 32922
Meridian		2506	George, John W.	2506 Meridian Ave Cocoa FL 32922
Meridian		2507	Faulds, Joyce	2507 Meridian Ave Cocoa FL 32922
Meridian	*	2510	Frizell, Marie	2510 Meridian Ave Cocoa FL 32922
Dade Court		2500	Rivera, Eduardo A	2500 Dade Ct Cocoa FL 32922
Dade Court		2504	Carter, Linda M	2504 Dade Ct Cocoa FL 32922
Dade Court		2601	Barber, Daniel & Loy, David	275 Bonita Dr Merritt Island FL 32952
Dade Court		2603	Brannon, David K	2603 Dade Ct Cocoa FL 32922
Dade Court		2604	Yancey, Wilson David	2604 Dade Ct Cocoa FL 32922
Coquina Dr.	*	107	Jordan, Danny R & Gail	107 Coquina Dr Cocoa FL 32922
Coquina Dr.		110	Zimmer, Mary Ann Folkes	109 Circle Dr Cocoa FL 32922
Coquina Dr.		111	Timmons, Wilson & Elizabeth	111 Coquina Dr Cocoa FL 32922
Coquina Dr.	*	115	Scalera, Jeff & Sally	115 Coquina Dr Cocoa FL 32922
Coquina Dr.	*	119	Pollock, Matthew	3549 Rosewood Ave Los Angeles CA 90066
Coquina Dr.	N/A		City of Cocoa	
Coquina Dr.		202	Clontz, Michael G	1675 S Fiske Blvd Unit Apt E220 Rockledge, FL 32955
Coquina Dr.		205	Weaver, Charlie C	Coquina Drive Cocoa FL 32922
Coquina Dr.		206	Clontz, Michael G	1675 S Fiske Blvd Unit Apt E220 Rockledge, FL 32955
Coquina Dr.		207	Charles, Kenneth Green	207 Coquina Drive Cocoa FL 32922
Coquina Dr.		211	Buemi, Michael C	211 Coquina Dr Cocoa FL 32922
Coquina Dr.		212	Ray, Lori Dee	212 Coquina Dr Cocoa FL 32922
Coquina Dr.	*	214	Moody, Pamela F	214 Coquina Dr Cocoa FL 32922
Coquina Dr.	*	218	Rostek, Craig T	218 Coquina Dr Cocoa FL 32922
US-1 N Cocoa Blvd		2009	Senturk Marketing , Inc	17719 E Lake Jem Rd Mount Dora FL 32757
US-1 N Cocoa Blvd		2010	Christ Central Church	2010 N Cocoa Blvd Cocoa FL 32922
US-1 N Cocoa Blvd	N/A		Christ Central Church	2010 N Cocoa Blvd Cocoa FL 32922
US-1 N Cocoa Blvd		2029	City of Cocoa	
US-1 N Cocoa Blvd	*	2207	Jenkin, William D	1251 S Atlantic Ave #203 Cocoa Bch FL 32931
US-1 N Cocoa Blvd	N/A		Jenkins, William D	1251 S Atlantic Ave #203 Cocoa Bch FL 32931
US-1 N Cocoa Blvd		2211	Lemmon, Betty J Trustee	115 Hurwood Ave Merritt Island FL 32953
US-1 N Cocoa Blvd		2315	Bbc Investments V LLC	310 Orange St Titusville FL 32796
US-1 N Cocoa Blvd		2319	Us1 Antiques & Collectibles LLC	310 Orange St Titusville FL 32796

Carleton Terrace
Property Owners

MASTER LIST

✓ Prepark – Statement/email 2/23/2019
* PrePark

Carleton Terrace
Property Owners

US-1 N Cocoa Blvd	2323	Morey's Salon & Barber LLC	310 Orange St Titusville FL 32796
US-1 N Cocoa Blvd	2403	Private Mutual Investments Inc	2403 N Cocoa Blvd Cocoa FL 32922
US-1 N Cocoa Blvd	N/A	Private Mutual Investments Inc	2403 N Cocoa Blvd Cocoa FL 32922
US-1 N Cocoa Blvd	2409	Private Mutual Investments Inc	2403 N Cocoa Blvd Cocoa FL 32922
US-1 N Cocoa Blvd	2413	Private Mutual Investments Inc	2403 N Cocoa Blvd Cocoa FL 32922
US-1 N Cocoa Blvd	2417	Mi Amor Cocoa LLC Richard J. Boemfrmann	PO Box 55 Cocoa FL 32923
US-1 N Cocoa Blvd	2507	Cocoa Marketplace Inc	2507 N Cocoa Blvd Cocoa FL 32922
US-1 N Cocoa Blvd	N/A	Frey, Lucille & Robert (Parcel 12)	322 Clearlake Rd Cocoa FL 32922
US-1 N Cocoa Blvd	N/A	Wcpc US1 LLC (Parcel 14)	2144 H R Ln Cocoa FL 32926
US-1 N Cocoa Blvd	2610	Curvin, Larry	409 Center St Cocoa FL 32922
US-1 N Cocoa Blvd	2700	Melbourne Petro, Inc	380 Commerce Pkwy Rockledge FL 32955
US-1 N Cocoa Blvd	2705	Tomasko, Thomas C & Tae Y	7205 Carillon Ave Cocoa FL 32927
US-1 N Cocoa Blvd	N/A	Tomasko, Thomas C & Tae Y	7205 Carillon Ave Cocoa FL 32927
Fairmont Dr.	316	Herlinger, Tina M	316 Fairmont Dr., Cocoa, FL 32922
Fairmont Dr.	314	Vellanti, Paul E	2380 Harlock Rd, Melbourne Fl 32934-7667
Fairmont Dr.	312	Wilson, Janet L	312 Fairmont Dr., Cocoa, FL

Legislation Details (With Text)

File #:	19-118	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/20/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Proclamation: Proclaiming April 1, 2019 as Children's Home Society of Florida TNT/Transformation Network Team Launch Day. (Mayor Wiliams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Children's Home Society of Florida.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2019
Agenda Date: April 10, 2019
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Proclamation: Proclaiming April 1, 2019 as Children's Home Society of Florida TNT/Transformation Network Team Launch Day.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
N/A

CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *Children's Home Society of Florida, CHSFL, Space Coast Region is launching its new Space Coast TNT/Transformation Network Team; and*

WHEREAS, *Space Coast TNT will be charged with sparking an explosion of local awareness, support and understanding that is needed to keep the local Children's Home Society of Florida region strong; and*

WHEREAS, *CHSFL first opened its doors on November 17, 1902, as an orphanage, to provide a safe home to the growing population of abandoned and homeless children in Jacksonville, thus solving an intense societal challenge; and*

WHEREAS, *CHSFL in 2018, built bridges to success for more than 50,000 children and their family members statewide, and, more than 5,000 along Florida's Space Coast; and*

WHEREAS, *CHSFL Space Coast region is working to solve an intense societal challenge: Ending foster care as we know it by keeping more families safe and strong by building a bridges to success that will allow those suffering poverty and related struggles to reach their full potential; and*

WHEREAS, *Along Florida's Space Coast they do so through Early Head Start for infants through three-year-olds; targeted case management for those struggling with mental health challenges; family and individual counseling and at Endeavour Elementary Community Partnership School, Cocoa, a model program that is the first of its kind in the U.S.*

NOW, THEREFORE, *I, Mayor Jake Williams, Jr., on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim April 1, 2019 as:*

"Children's Home Society of Florida Space Coast TNT/Transformation Network Team Launch Day!"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 20th day of March, 2019.

CITY OF COCOA CORPORATE SEAL FLORIDA

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	19-124	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/25/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Proclamation: Proclaiming April Water Conservation Month. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2019_Water_Conservation_Month_Proclamation				

Date	Ver.	Action By	Action	Result

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Proclamation

City of Cocoa

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

WHEREAS, The State of Florida, Water Management Districts and the City of Cocoa are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Cocoa and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Cocoa has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, the City Council of the City of Cocoa does hereby deem it fitting and proper to proclaim the month of April 2019 as

Water Conservation Month

The City of Cocoa, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this

By: _____
Mayor

ATTEST:

_____
City Clerk

Legislation Details (With Text)

File #:	19-127	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/28/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Presentation on Port Canaveral by Port Commissioner Wayne Justice. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	18-612	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	11/26/2018			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	

Title: Approve entering into a co-operative purchase agreement with Granite In-Liner, (Formally Layne In-Liner LLC) utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes utilizing the Cured in Place pipe lining technique on Indian River Dr, Sherwood Circle, Alamanda Street, Cidco Rd. and Dixon Blvd. Approve a Resolution Amending the FY2019 Budget for a project transfer, to issue a purchase order in the amount of $200,000 (Project SW1502). (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Notice of Award
COI Granite (Layne) Inliner LLC
Granite Quote
Cocoa - Pipe Lining Tracking List
NEW Budget Resolution FY 2019.pdf
BAF 19-074 -PW-SW Cured in Place Pipe Lining (4-10-19)~ Agenda 18-612.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 26, 2018
Agenda Date: April 10, 2019
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchase agreement with Granite In-Liner, (Formally Layne In-Liner LLC) utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes utilizing the Cured in Place pipe lining technique on Indian River Dr, Sherwood Circle, Alamanda Street, Cidco Rd. and Dixon Blvd. Approve a Resolution Amending the FY2019 Budget for a project transfer, to issue a purchase order in the amount of $200,000 (Project SW1502)

BACKGROUND:

The City's drainage system is comprised of inlets, curbs concrete and metal pipes as well as open swales and ditches. Due to material and soil conditions, metal pipe over time corrodes to the point that the pipe will begin to allow soils to enter, impeding storm water flows causing potential flooding issues and creating subsidence issues (sinkholes)

The Cured in Place Pipe Lining process is a technique that involves installing a resin liner into the pipe, filling it with hot water that expands the liner and molds it to the inside of the pipe and cures it. Utilizing the Cured in Place Pipe Lining technique will allow the pipe to be repaired without digging it up to replace it, thus minimizing disruptions to traffic and residents.

Polk County awarded the bid to three vendors; Layne Inliner, LLC, Instituform Technologies, LLC, and Hinterland Group, Inc., with Instituform being the lowest bid overall. Layne Inliner, LLC was the second lowest bid. Staff requested quotes from Layne and Instituform. Instituform quoted the project lower, however, the scope of work they proposed was limited. After careful evaluation, Layne was selected for this project because of their ability to line all the pipes and stay within the budgeted amount.

STRATEGIC PLAN CONNECTION:

Repairing and Lining these Stormwater pipes will help eliminate potential flooding problems

BUDGETARY IMPACT:

Budget Adjustment Form # 19-074 (Project Transfer)

Amount Requested	($200,000)
Account Number	423-3570-538.63-00 PW17SI
Account Name	Infrastructure

Amount Requested	$200,000
Account Number	423-3570-538.63-00 SW1502
Account Name	Infrastructure

PREVIOUS ACTION:

Council has approved Cured in Place Pipe Lining in previous years

RECOMMENDED MOTION:

Approve entering into a co-operative purchase agreement with Granite In-Liner, (Formally Layne In-Liner LLC) utilizing Polk County Bid 17-326 approved April 21, 2017 through February 28, 2020 to line various sized pipes utilizing the Cured in Place pipe lining technique on Indian River Dr, Sherwood Circle, Alamanda Street, Cidco Rd. and Dixon Blvd. Approve a Resolution Amending the FY2019 Budget for a project transfer, to issue a purchase order in the amount of $200,000 (Project SW1502)

AWARD INFORMATION
Cured in Place Pipe (CIPP) Installations
BID # 17-326

AWARD DATE:	April 21, 2017	April 21, 2017	April 21, 2017
AWARDED TO:	Hinterland Group, Inc.,	Insituform Technologies, LLC	Layne Inliner, LLC
ADDRESS:	992 W 15th Street Riviera Beach, FL 33404	17988 Edison Avenue Chesterfield, MO 63005	2531 Jewett Lane Sanford, FL 32771
PHONE NUMBER:	561-640-3503	636-530-8000	407-472-0014
TOLL FREE NUMBER:	1-888-402-3331	1-800-325-1159	
CONTACT:	Daniel Duke III	Diane Partridge	Mark Harris
EMAIL ADDRESS:	Dduke1@hinterlandgroup.com	dpartridge@aegion.com	Tommy.robertson@layne.com
CONTRACT PERIOD:	April 21, 2017 through February 28, 2020	April 21, 2017 through February 28, 2020	April 21, 2017 through February 28, 2020
AWARD:	3RD LRB	1ST LRB	2ND LRB
MASTER PO#	21703512	21703513	21703514

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: MARCH 29, 2017

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

LAYNE INLINER, LLC	
VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
2531 JEWETT LANE	MARK HARRIS
MAILING ADDRESS	NAME (TYPED OR PRINTED)
SANFORD, FL 32771	VICE PRESIDENT
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
407-472-0014	
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER

TOMMY.ROBERTSON@LAYNE.COM
E-MAIL ADDRESS

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

Bid Item #	FDOT Item #	Units	Quantity	Description	Unit Price in Figures	Total Amount
1		LF	200	Furnish & Install 15" CIPP Lining (7.5 mm)	$ 50.00	$ 10,000.00
2		LF	200	15" CIPP Thickness Variance 1.5 mm	$ 0.50	$ 100.00
3		LF	300	Furnish & Install 18" CIPP Lining (9 mm)	$ 60.00	$ 18,000.00
4		LF	300	18" CIPP Thickness Variance 1.5 mm	$ 0.75	$ 225.00
5		LF	200	Furnish & Install 24" CIPP Lining (10.5 mm)	$ 80.00	$ 16,000.00
6		LF	200	24" CIPP Thickness Variance 1.5 mm	$ 1.00	$ 200.00
7		LF	150	Furnish & Install 30" CIPP Lining (12 mm)	$ 100.00	$ 15,000.00
8		LF	150	30" CIPP Thickness Variance 1.5 mm	$ 1.25	$ 187.50
9		LF	150	Furnish & Install 36" CIPP Lining (15 mm)	$ 135.00	$ 20,250.00
10		LF	150	36" CIPP Thickness Variance 1.5 mm	$ 3.00	$ 450.00
11		LF	100	Furnish & Install 42" CIPP Lining (16.5 mm)	$ 165.00	$ 16,500.00
12		LF	100	42" CIPP Thickness Variance 1.5 mm	$ 4.00	$ 400.00
13		LF	100	Furnish & Install 48" CIPP Lining (19.5 mm)	$ 200.00	$ 20,000.00
14		LF	100	48" CIPP Thickness Variance 1.5 mm	$ 6.00	$ 600.00
15		LF	75	Furnish & Install 54" CIPP Lining (27 mm)	$ 255.00	$ 19,125.00
16		LF	75	54" CIPP Thickness Variance 1.5 mm	$ 8.00	$ 600.00
17		LF	50	Furnish & Install 60" CIPP Lining (28.5 mm)	$ 300.00	$ 15,000.00
18		LF	50	60" CIPP Thickness Variance 1.5 mm	$ 11.00	$ 550.00
19		LF	50	Furnish & Install 72" CIPP Lining (33 mm)	$ 520.00	$ 26,000.00
20		LF	50	72" CIPP Thickness Variance 1.5 mm	$ 12.00	$ 600.00
21	101-1	LS	1	MOBILIZATION	site specific*	site specific*
22	102-1	LS	1	MAINTENANCE OF TRAFFIC	site specific*	site specific*
23		LS	1	DEWATERING AND PIPE CLEANING	site specific*	site specific*
	TOTAL					$ 179,787.50

*Pricing for Bid Items #21, #22, and #23 shall be estimated by the three Contractors per each individual project as described in Supplemental Condition No. 4.

CIPP Installations

Preliminary Estimate

Bid # 17-326

Pok County Bid 17-326, 02/28/17 thru 02/27/18 (two (2), 1 year automatic renewals)				Layne	
Bid #	Units	Quantity	Description	Unit Price	Total Amount
1	LF		Furnish & Install 15" CIPP Lining (7.5 mm)	$ 50.00	$ -
2	LF		15" CIPP Thickness Variance 1.5 mm	$ 0.50	$ -
3	LF		Furnish & Install 18" CIPP Lining (9 mm)	$ 60.00	$ -
4	LF		18" CIPP Thickness Variance 1.5 mm	$ 0.75	$ -
5	LF		Furnish & Install 24" CIPP Lining (10.5 mm)	$ 80.00	$ -
6	LF		24" CIPP Thickness Variance 1.5 mm	$ 1.00	$ -
7	LF		Furnish & Install 30" CIPP Lining (12 mm)	$ 100.00	$ -
8	LF		30" CIPP Thickness Variance 1.5 mm	$ 1.25	$ -
9	LF		Furnish & Install 36" CIPP Lining (15 mm)	$ 135.00	$ -
10	LF		36" CIPP Thickness Variance 1.5 mm	$ 3.00	$ -
11	LF		Furnish & Install 42" CIPP Lining (16.5 mm)	$ 165.00	$ -
12	LF		42" CIPP Thickness Variance 1.5 mm	$ 4.00	$ -
13	LF		Furnish & Install 48" CIPP Lining (19.5 mm)	$ 200.00	$ -
14	LF		48" CIPP Thickness Variance 1.5 mm	$ 6.00	$ -
15	LF		Furnish & Install 54" CIPP Lining (27 mm)	$ 255.00	$ -
16	LF		54" CIPP Thickness Variance 1.5 mm	$ 8.00	$ -
17	LF		Furnish & Install 60" CIPP Lining (28.5 mm)	$ 300.00	$ -
18	LF		60" CIPP Thickness Variance 1.5 mm	$ 11.00	$ -
19	LF		Furnish & Install 72" CIPP Lining (33 mm)	$ 520.00	$ -
20	LF		72" CIPP Thickness Variance 1.5 mm	$ 12.00	$ -
21	LS	1	MOBILIZATION		$ -
22	LS	1	MAINTENANCE OF TRAFFIC		$ -
23	LS	1	DEWATERING AND PIPE CLEANING		$ -
					$ -

P52600280002

20180920S305

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/19/2018

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 #0C36861 1-415-403-1491 Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco, CA 94111	CONTACT NAME: Kimberly Leikam PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818 E-MAIL ADDRESS: kleikam@alliant.com
INSURED Layne Inliner, LLC Granite Inliner, LLC 585 West Beach Street Watsonville, CA 95076	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: VALLEY FORGE INS CO 20508 INSURER B: CONTINENTAL CAS CO 20443 INSURER C: TRANSPORTATION INS CO 20494 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 54005814 **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	X		GL2074978689	10/01/18	10/01/21	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ Nil
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		BUA2074978692	10/01/18	10/01/21	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUE2068209453	10/01/18	10/01/19	EACH OCCURRENCE	$ 8,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC274978644 (AOS/StopGap)	10/01/18	10/01/19	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A			WC274978658 (NY)	10/01/18	10/01/19	E.L. EACH ACCIDENT	$ 2,000,000
A	(Mandatory in NH)			WC274978630 (CA)	10/01/18	10/01/19	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC274978661 (MT,WI,HI)	10/01/18	10/01/19	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

Re: Furnish/Install CIPP Cocoa, Florida Certificate holder is included as an Additional Insured on the General Liability and Automobile Liability policies as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CITY OF COCOA

155 N. WILSON AVENUE

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

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ENV 3957 2 OF 4 F

Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: November 9, 2018

SUBMITTED TO: City of Cocoa
Public Works Department
155 N. Wilson Avenue
Cocoa, FL 32922
Attn: Charles Wines
Stormwater, Street Supervisor

JOB LOCATION: Indian River Drive, Cocoa, FL

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Two Hundred Thousand dollars and no cents ($200,000.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty days.

We hereby submit specifications and estimates as follows:
Granite Inliner shall supply all equipment, materials and labor to perform work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Item #1 – Furnish/Install 15" CIPP Lining (7.5mm)	700	LF	$50.00	$35,000.00
Item #3 – Furnish/Install 18" CIPP Lining (9.0mm)	215	LF	$60.00	$12,900.00
Item #5 – Furnish/Install 24" CIPP Lining (10.5mm)	868	LF	$80.00	$69,440.00
Item #21 – Mobilization	1	LS	$8,000.00	$8,000.00
Item #22 – Maintenance of Traffic	1	LS	$12,500.00	$12,500.00
Item #23 – Dewatering and Pipe Cleaning	1	LS	$62,160.00	$62,160.00
			TOTAL	$200,000.00

NOTES:
1. Proposal based on unit pricing contained in contract between Granite Inliner and Polk County, Contract #17-326.
2. Inliner to be installed as per ASTM and manufacturer's specifications.
3. This proposal subject to pre-TV inspection by Granite Inliner, indicating that the line conditions are acceptable for installation of Inliner.
4. Price quoted does not include point repairs, if required, prior to installing Inliner.
5. Granite Inliner shall furnish the City of Cocoa with a final inspection CD of the rehabilitated storm sewer lines.
6. Proposal does not include bonds or permit fees. Bonds if required will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature _____
Tommy Robertson, Area Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

Job Name: **Cocoa - Indian River Drive** 4/5/2019 11:30

Shot #	Indian River drive @...	Size	mm	Nominal Footage	Pipe Mat	Comments	Liner	Subtotals
1	Olive	18	9	55	Clay	15" to 18"	$ 60.00	$ 3,300.00
2	Sunrise	18	9	30	Clay to plastic	15" to 18"	$ 60.00	$ 1,800.00
3	837	24	10.5	40	RCP		$ 80.00	$ 3,200.00
4	837	24	10.5	64	RCP		$ 80.00	$ 5,120.00
5	843	18	9	35	clay to metal	15" to 16"	$ 60.00	$ 2,100.00
6	860	20	10.5	55	CMP		$ 80.00	$ 4,400.00
7	871	16	9	45	CMP		$ 60.00	$ 2,700.00
8	875	16	9	50	CMP		$ 60.00	$ 3,000.00
9	Dixon	24	10.5	135	RCP		$ 80.00	$ 10,800.00
10	S Sherwood Cir	12	7.5	670	RCP		$ 50.00	$ 33,500.00
11	S Sherwood Cir	12	7.5	30	RCP		$ 50.00	$ 1,500.00
12	Cidco Rd	14x22	10.5	24	Elliptical RCP		$ 80.00	$ 1,920.00
13	Alamanda	24	10.5	550	Plastic		$ 80.00	$ 44,000.00
								$ 117,340.00

Mobilization	$8,000.00
Maintenance of Traffic	$12,500.00
Dewatering and Pipe Cleaning	$62,160.00
Total	**$ 200,000.00**

RESOLUTION NO. 2019-024

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-074

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: PW/SW | DATE PREPARED: 04/02/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 200,000)	423-3570-538.63-00	PW17SI	INFRASTRUCTURE	$ 620,000	$ 626,961	$ 426,961	$ 420,001
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 200,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 200,000	423-3570-538.63-00	SW1502	INFRASTRUCTURE	$ 620,000	$ 426,961	$ 626,961	$ 620,001
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 200,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

FUNDS FOR CURED IN PLACE PIPE LINING WERE NOT BUDGETED IN FY 19. THESE PIPES ARE OLD AND CORRODED. LINING THESE PIPES INSTEAD OF DIGGING THEM UP AND REPLACING THEM MINIMIZES DISTRUPTIONS TO TRAFFIC AND RESIDENTS AS WELL AS INCREASES THE EFFICACY OF THE PIPES. AGENDA 18-612

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/10/19 *RESOLUTION #:* 2019-024

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

4/2/19	Michael Giorgio Digitally signed by Michael Giorgio Date: 2019.04.02 13:17:50 -04'00'	4/2/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.02 14:55:21 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/2/19	Everett J. Wegerif Digitally signed by Everett J. Wegerif Date: 2019.04.02 15:52:21 -04'00'	4/3/19	Lora Howell Digitally signed by Lora Howell Date: 2019.04.03 07:16:48 -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 #: _____

Legislation Details (With Text)

File #:	19-116	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/11/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve a Resolution adopting the State Fiscal Year (SFY) 2019-2022 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2019-2022 SHIP LHAP. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa SFY2019-2022 SHIP LHAP with Resolution City of Cocoa Housing Policies 4-10-2019				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 26, 2019
Agenda Date: April 10, 2019
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Resolution adopting the State Fiscal Year (SFY) 2019-2022 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2019-2022 SHIP LHAP.

BACKGROUND:

The State of Florida requires jurisdictions receiving State Housing Initiatives Partnership (SHIP) funds submit a three (3) year Local Housing Assistance Plan (LHAP) for implementation of local housing assistance and incentive strategies that create or preserve affordable housing. Once completed and adopted by City Council, the LHAP is submitted to the Florida Housing Finance Corporation (FHFC) for review and State approval.

On April 12, 2016, Council adopted the City of Cocoa's Revised LHAP for SFY 2016-2019 through Resolution 2016-35, which is set to expire June 30, 2019. Three (3) years have passed and a new LHAP is due to the FHFC by May 2, 2019. The City received $228,794 from SFY2016-2019.

Additionally, staff is requesting approval of the Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2019-2022 SHIP LHAP.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - The housing programs funded by SHIP will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Upon adoption of the Resolution and LHAP approval by the State, the City is entitled to receive SHIP funds during the three (3) year period, if allocated by the State Legislature.

PREVIOUS ACTION:

On April 12, 2016, City Council adopted the City of Cocoa's LHAP for SFY 2016-2019.

RECOMMENDED MOTION:

Approve a Resolution adopting the State Fiscal Year (SFY) 2019-2022 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2019-2022 SHIP LHAP.

City of Cocoa

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2019-2020, 2020-2021, 2021-2022

Table of Contents

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Exhibits	
A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) N/A G. Interlocal Agreement: N/A	

I. Program Details:

A. LG(s)

Name of Local Government	City of Cocoa
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2019-2020, 2020-2021, 2021-2022

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers, local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as, any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

Special Needs as defined in F.S. 420.0004, will have priority over those on the waiting list, until the set-aside is met. If the funding requires a certain percentage expended on very low- or low-income persons, those meeting that income level will be processed next based on the date of the application, until the very low- or low-income level requirement is met. Once the set-asides have been fulfilled, the waiting list will resume in the date order the application was received and will be processed as first qualified, first served.

J. Discrimination : In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides

periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The City finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Percentage
Local Government	All administrative duties	100%
Third Party Entity/Sub-recipient	N/A	

R. Project Delivery Costs: The City of Cocoa will not take project delivery costs.

S. Essential Service Personnel Definition: "Essential Services Personnel" is defined as all persons employed by an educational, governmental, or health care institution, or any skilled building trade personnel.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City of Cocoa will, when economically feasible, expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability. These strategies include, but are not limited to:

1. Energy Star compliant appliances
2. Cool roofing-single polymer cover or elastomeric coating
3. Programmable thermostats
4. Water Sense labeled products

5. Green label certified floor coverings
6. Mold/Lead/Asbestos Removal
7. Solar Energy Panels

U. Describe efforts to meet the 20% Special Needs set-aside: In accordance with Section 67-37.007 (4), the City of Cocoa will pre-screen SHIP applications and review applicants currently on the waiting list for those eligible for assistance for persons with Special Needs as defined in F.S. 420.0004. Those that meet the definition will have priority over those on the waiting list, until the set-aside is met.

V. Describe efforts to reduce homelessness: The City of Cocoa partners with agencies that assists persons who are homeless such as the Salvation Army's Domestic Violence Program and Central Brevard Sharing Center's Community Kitchen. Phone calls that are received are referred to the 211 Helpline which has a process in place through the Brevard Homeless Coalition to quickly process and house those that need it when housing is available. Services are provided through these agencies as part of the process to help ensure that the household is able to be self-sufficient.

Section II. LHAP Strategies:

A. Purchase Assistance With and Without Rehabilitation	Code 1,2

a. Summary: The Purchase Assistance Program assists eligible homebuyers, who have not owned a home within 3 years of closing, with a forgivable loan to be applied towards down payment, closing cost, and/or principal reduction, and rehabilitation for the purchase of eligible owner-occupied housing which includes single-family homes, townhouses, condominiums, or villas. Any net proceeds from the sale of a previous home must be applied toward the purchase of a new home prior to receiving down payment assistance through this strategy. Eligible housing types under this strategy are: existing and newly constructed. Housing repairs completed as part of the Purchase Assistance Program are capped at $5,000 (included in the overall maximum).

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $40,000

e. Terms (all six items must be completed or "N/A")
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Forgivable at 10% per year
5. Repayment: None required as long as the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead

exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in Section I. (I) of this plan.

g. Sponsor Selection Criteria: N/A.

h. Additional Information: **Subordinations**: Only subordination requests which increase the affordability of the housing unit, decreases the term of the loan, assist with medical expenses, or provides a lower interest rate will be considered. Receiving cash back due to consumer debt repayment will not be considered. All requests will be reviewed on a case by case basis.

B. Owner Occupied Rehabilitation	Code 3

a. Summary: Funds will be awarded to repair owner occupied homes to alleviate code violations, health hazards, and life and safety issues.

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $49,000

e. Terms (all six items must be completed or “N/A”):
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Forgivable at 10% per year
5. Repayment: None required as long as loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as a primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section I. (I) of this plan.

g. Sponsor Selection Criteria: N/A.

h. Additional Information: **Subordinations**: Only subordination requests which increase the affordability of the housing unit, decreases the term of the loan, assist with medical expenses, or provides a lower interest rate will be considered. Receiving cash back due to consumer debt repayment will not be considered. All requests will be reviewed on a case by case basis.
Requests for a Second Assistance: Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of minor repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $20,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $49,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

C. Demolition/Reconstruction	Code 4

a. Summary: When an applicant's home has been approved for owner occupied rehabilitation, but is determined to be beyond reasonable repair (more than 50% of structure is deemed unlivable and estimated rehab exceeds maximum award for that strategy), the homeowner will be eligible for the demolition and reconstruction of a new home.

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $150,000

e. Terms (all six items must be completed or "N/A"):
1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 20
4. Forgiveness: Forgivable at 5% per year

5. Repayment: None required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process, if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section I. (I) of this plan.

g. Sponsor Selection Criteria: N/A.

h. Additional Information: **Subordinations**: Only subordination requests which increase the affordability of the housing unit, decreases the term of the loan, assist with medical expenses, or provides a lower interest rate will be considered. Receiving cash back due to consumer debt repayment will not be considered. All requests will be reviewed on a case by case basis.

D. Disaster Repair/Mitigation	Code 5

Summary: Funds shall be provided to households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. Funds will be used for:

- Purchase of emergency supplies for eligible households to weatherproof damaged homes;
- Interim repairs to avoid further damage such as tree and debris removal to make the individual housing unit habitable;
- Deductible assistance up to $2,500;
- Other activities approved by Florida Housing Finance Corporation in this LHAP

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $15,000

e. Terms (all six items must be completed or "N/A"):
1. All SHIP funds awarded under this Strategy are provided to eligible households in the form of a grant and are not subject to recapture.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in section I. (I) of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile Homes are not covered under this strategy.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects, are expedited to a greater degree than other projects. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property, this includes SHIP funded projects.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

The City utilizes a development review process that reviews all proposed changes to ordinances, resolutions, regulations, procedures, or policies to determine the impact on housing cost prior to the

adoption by City Council. The ongoing review process was adopted through Resolution No. 94-34 by City Council on June 28, 1994 and amended on December 13, 1994.

C. Other Incentive Strategies Adopted: **Modification of Impact Fees**

Resolution No. 98-2 allows for the reduction or waiver of rates, fees, charges, and assessments for individual users located within the City limits of any component or components of the water and sewer system if the City determines and finds that it is in the best interests of the health, safety, and general welfare of its citizens to grant such reduction or waiver.

D**. Allowance of Flexibility in Densities for Affordable Housing**

The City can enter into development agreements pursuant to the Florida Municipal Home Rule Powers Act. Any agreement may also provide for variances or waivers from any applicable Land Development Regulation (LDR) of the City, provided the owner of real property demonstrates a bona fide need for the variance or waiver and agrees to provide significant enhancements to the subject property in exchange for the variance or waiver.

In order to encourage the creation of new affordable housing within the City and in order to preserve and augment the residential character of the RU-2-10 Single-Family and Multifamily Dwelling District within the Redevelopment Area, a Housing Bonus Program was created to provide a transferable floor area bonus for the development of new affordable housing within the Redevelopment Area. This Floor Area Bonus may be generated in the RU-2-10 Single-Family and Multifamily Dwelling District, and may be used in the CBD, Central Business District.

For each newly constructed unit of qualifying affordable housing, the developer shall be entitled to an increase of ten thousand (10,000) square feet of floor area bonus for new construction within the CBD. For substantial rehabilitation of qualifying affordable housing, the developer shall be entitled to an increase of five thousand (5,000) square feet of floor area bonus for new construction within the CBD. Such bonus is transferable.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Ordinance: (If changed from the original creating ordinance). N/A

G. Interlocal Agreement. N/A

H. Other Documents Incorporated by Reference. N/A

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

Exhibit A (2019)

City of Cocoa

Fiscal Year: 2019-2020		
Estimated SHIP Funds for Fiscal Year:	$	27,919.00
Salaries and Benefits	$	1,841.90
Office Supplies and Equipment	$	
Travel Per diem Workshops, etc.	$	800.00
Advertising	$	150.00
Other*	$	
Total	$	2,791.90
Admin %		10.00%
		OK

Fiscal Year 2020-2021		
Estimated SHIP Funds for Fiscal Year:	$	27,919.00
Salaries and Benefits	$	1,841.90
Office Supplies and Equipment	$	
Travel Per diem Workshops, etc.	$	800.00
Advertising	$	150.00
Other*	$	
Total	$	2,791.90
Admin %		10.00%
		OK

Fiscal Year 2021-2022		
Estimated SHIP Funds for Fiscal Year:	$	27,919.00
Salaries and Benefits	$	1,841.90
Office Supplies and Equipment	$	
Travel Per diem Workshops, etc.	$	800.00
Advertising	$	150.00
Other*	$	
Total	$	2,791.90
Admin %		10.00%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

[eff. date]

Exhibit B
Timeline for SHIP Expenditures

City of Cocoa affirms that funds allocated for these fiscal years will meet the following deadlines:

(local government)

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022
2020-2021	6/30/2022	6/30/2023	9/15/2021	9/15/2022	9/15/2023
2021-2022	6/30/2023	6/30/2024	9/15/2022	9/15/2023	9/15/2024

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022
2020-2021	3/30/2022	3/30/2023	6/15/2021	6/15/2022	6/15/2023
2021-2022	3/30/2023	3/30/2024	6/15/2022	6/15/2023	6/15/2024

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are due for each local government the same year as the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2019-2020

Name of Local Government: City of Cocoa

Estimated Funds (Anticipated allocation only): $ 27,919

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assistance With Rehab	Yes							$0.00	$0.00	$0.00	0
2	Purchase Assistance Without Rehab	Yes							$0.00	$0.00	$0.00	0
3	Owner Occupied Rehabilitation	Yes	1	$40,000					$40,000.00	$0.00	$40,000.00	1
4	Demolition/Reconstruction	Yes							$0.00	$0.00	$0.00	0
5	Disaster Repair/Mitigation	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		0		0		$40,000.00	$0.00	$40,000.00	1
	Purchase Price Limits:		New	$ 253,809	Existing	$ 253,809						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	2,791	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	42,791	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides

Percentage Construction/Rehab (75% requirement)		143.3%		OK
Homeownership % (65% requirement)		143.3%		OK
Rental Restriction (25%)		0.0%		OK
Very-Low Income (30% requirement)		$ 40,000	143.3%	OK
Low Income (30% requirement)		$ -	0.0%	OK
Moderate Income		$ -	0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2020-2021

Name of Local Government: City of Cocoa

Estimated Funds (Anticipated allocation only): $ 27,919

Code	Strategies / Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assistance With Rehab	Yes							$0.00	$0.00	$0.00	0
2	Purchase Assistance Without Rehab	Yes	1	$40,000					$40,000.00	$0.00	$40,000.00	1
3	Owner Occupied Rehabilitation	Yes							$0.00	$0.00	$0.00	0
4	Demolition/Reconstruction	Yes							$0.00	$0.00	$0.00	0
5	Disaster Repair/Mitigation	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		0		0		$40,000.00	$0.00	$40,000.00	1
	Purchase Price Limits:		New	$ 253,809	Existing	$ 253,809						

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 2,791		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 42,791	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		143.3%	OK
Homeownership % (65% requirement)		143.3%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 40,000 143.3%	OK
Low Income (30% requirement)		$ - 0.0%	OK
Moderate Income		$ - 0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2021-2022

Name of Local Government: City of Cocoa

Estimated Funds (Anticipated allocation only): $ 27,919

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assistance With Rehab	Yes							$0.00	$0.00	$0.00	0
2	Purchase Assistance Without Rehab	Yes	1	$40,000					$40,000.00	$0.00	$40,000.00	1
3	Owner Occupied Rehabilitation	Yes							$0.00	$0.00	$0.00	0
4	Demolition/Reconstruction	Yes							$0.00	$0.00	$0.00	0
5	Disaster Repair/Mitigation	Yes							$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		1		0		0		$40,000.00	$0.00	$40,000.00	1
	Purchase Price Limits:		New	$ 253,809	Existing	$ 253,809						

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 2,791		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 42,791	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		143.3%	OK
Homeownership % (65% requirement)		143.3%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 40,000 143.3%	OK
Low Income (30% requirement)		$ - 0.0%	OK
Moderate Income		$ - 0.0%	

Exhibit D
67-37.005(1), F.A.C.
[eff. date]

.

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Cocoa

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Jake Williams, Jr., Mayor

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

Attest:
(Seal)

Exhibit E
67-37.005(1), F.A.C.
[03/27/2019]

RESOLUTION #: 2019-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

*** * * * * * * * * ***

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

Exhibit E
67-37.005(1), F.A.C.
[03/27/2019]

WHEREAS, the Community Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Cocoa to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The City Council of the City of Cocoa hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2019-2020, 2020-2021, and 2021-2022.

Section 2: The Mayor, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

_____
Jake Williams Jr., Mayor

(SEAL)

ATTEST:

_____
Carie Shealy, City Clerk

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

HOUSING & NEIGHBORHOOD SERVICES DIVISION

HOUSING PROGRAM POLICIES & PROCEDURES
FOR PURCHASE ASSISTANCE, OWNER-OCCUPIED REHABILITATION, DEMOLITION/REPLACEMENT PROGRAMS, SUBSIDY LAYERING AND MONITORING

<u>Council Adoption of Revision – 4/10/2019</u>

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I. OBJECTIVE

This policy is designed to be utilized by the City of Cocoa's Community Services Department's Housing & Neighborhood Services Division staff in implementation of its federally funded *Community Development Block Grant* (CDBG) and the *HOME Investment Partnership Programs* (HOME) administered by the U.S. Department of Housing and Urban Development (HUD), and the State funded State Housing Initiatives Partnership (SHIP) Program, and any other grant funding the City may receive.

The intent of this policy is to clearly identify the specifications under which staff will implement programs that provide purchase assistance, housing rehabilitation, minor housing repair, and housing replacement (when it has been determined economically unfeasible to rehabilitate) assistance to owner occupied households at or below 80% of median income. Additionally, subsidy layering guidelines are identified within this policy. The Program will be implemented in partnership with private funding whenever available. The policy identifies authority levels for approval and eligibility restrictions, which exceed federal and state requirements.

II. DEFINITIONS & REFERENCES

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act.
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et seq., State Housing Initiatives Partnership Program.
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.
- 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

Appeal Procedure: Established procedure by which an applicant or client may make a complaint or appeal a decision made by the Community Services Department's Housing and Neighborhood Services Program Staff.

Applicant: A person or household who submits a signed and completed program application for assistance.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or "Imputed" Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Brevard County HOME Consortium: a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

CDBG: Community Development Block Grant funds are provided to the city by the U.S. Department of Housing & Urban Development (HUD).

Contractor: Licensed contractor who has met City Housing Program requirements to perform work on housing projects and has not been debarred from performing work on federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household's agreement with the City of Cocoa.

Department: City of Cocoa Community Services Department's Housing & Neighborhood Services Division.

Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

Eligible Property: A Single Family property, occupied as a principal residence by an Eligible Household, including the following:

1. The Owner occupied portion of a one to four family property.
2. A condominium or cooperative unit except that attached units will not be eligible for replacement under this policy.
3. Any of the above moved to a new foundation constructed with HOME funds.
4. Halfway housing, dormitories (including farmworker dormitories), and all types of student housing, not just student dormitories are excluded from assistance. These types of residence constitute facilities or provide short-term or transitory housing.

The Property must be located within the City of Cocoa, and have an after rehabilitation value not to exceed 95% of the median purchase price for the area, as published by HUD *(Projects performed in conjunction with the Brevard County HOME Consortium are not restricted to the city limits of Cocoa, but must be located within the boundaries of the Brevard County HOME Consortium Area).*

Eligible Property Owner: The household of the Eligible Property Owner must have a projected annual income at or below 80% of the median income level adjusted for family

size. The Property Owner must occupy the property as his or her Principal Residence. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99 year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have a Life Estate; or
5. Have other forms of ownership approved by the City of Cocoa's Attorney's office.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest; and
7. For HOME funded homeowner rehabilitation, §92.254(c) permits four (4) additional forms of ownership: heir property, life estate, living trust, and beneficiary deed.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations, but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

HOME: HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development and disbursed through the Brevard County HOME Consortium.

HUD: United States Department of Housing and Urban Development.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued for the program that is assisting the client (HUD or the State).

Liquid Asset: Liquid assets are those in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a CD less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Minimum Investment: The City shall ensure that the minimum HOME investment (or whichever funding source is used) is met.

Minimum Property Standards: Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall

coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Ownership interest: must be in good, marketable title, subject to only certain restrictions (such as HOME resale restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: Housing & Neighborhood Services Division's Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/ Reconstruction Programs.

Reconstruction: permitted for units that were destroyed by disaster and are not standing on the site at the time of project commitment, provided that HOME funds are committed within 12 months of the date of destruction.

Rehabilitation: All units determined to require rehabilitation through housing grant funds shall be brought up to meet, at a minimum, the Florida Building Code approved by the City of Cocoa and the Program's written rehabilitation standards. Properties must meet local codes, grant funding requirements, including zoning regulations. Each major system must have a remaining useful life of at least five (5) years. Major systems include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

Replacement: All units that exceed $49,000 in rehabilitation assistance may be determined to require replacement. In cases where it is determined that the housing structure cannot be reconstructed on the same site, the eligible applicant will receive assistance in obtaining a new site and the original property will be deeded to the City of Cocoa, or to an organization designated by the City (i.e., CHDO or Habitat for Humanity).

Standard Housing Code: Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants or renters shall be in accordance with the Florida Housing and Building Codes. This is also the minimum standard for rehabilitation performed with grant program funds.

Students:
The 2013 Rule specifically excludes certain students from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which exclude any student that:

1. Is enrolled in a higher education institution
2. Is under age 24

3. Is not a veteran of the U.S. military
4. Is not married
5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Uniform Physical Conditions Standards (UPCS): uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.

III. DIRECTIVES

A. PROGRAM ADMINISTRATION:

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Division shall be responsible for the administration of the Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/Reconstruction Programs.

B. ELIGIBILITY:

1. Applications shall only be received from homeowners that reside within the city limits of Cocoa. Homeowners whose property lies outside the City of Cocoa will not be accepted. These homeowners will be referred to the appropriate office within that municipality.

2. Applications from owners of trailers, mobile homes and other manufactured housing will not be accepted for this Program except when the unit is eligible for replacement with a site-built home or the city receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application (provided by the Housing and Neighborhood Services Division) verification of ownership of an eligible property, verification of current homeowners' insurance, verification of payment of all taxes, verification of current mortgage statement (if any) and utilities, and verification of income and assets in a format approved by the City in accordance with the regulations of the grant funding. Completed applications are reviewed by staff in order of date received.

3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event will be given precedence over other applications; and

4. If property insurance proceeds or disaster assistance (FEMA, SBA) is received, proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.

5. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed or other recorded document which the City Attorney's office has determined demonstrates a valid ownership interest.

6. The assistance level is determined by income level as listed in Section III.D.5.

7. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
   a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
   b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated in to the household income. However, he/she must sign the Agreement with the City and the mortgage lien.

   It is important to note that the State of Florida does not have a "legal separation" provision. As a result, if an applicant is still married, it doesn't matter if he or she does not still reside in the property with their spouse.

8. Applicants who have been determined to be Eligible Property Owners are served on a first qualified, first served basis, based on the date of determination of eligibility after review of the completed application. Applicants may be required to re-verify income and residence, after a time period determined by the grant funding, whichever is strictest. In addition, the City reserves the right to request additional or updated information at any time during participation in the program. In the event that there is an income, elderly or special needs preference, those grant required preferences will be shown priority in assistance.

9. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by Program staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments.

10. To complete determination of applicant eligibility, the Program staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property.

11. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met. An Applicant whose property has liens recorded against it which in total are in excess of the Property Appraiser's assessment of value of the property for the most recent assessment year shall be restricted to assistance or may be deemed ineligible and not assisted at all.

12. If an Applicant is determined to have impediments (e.g. liens, judgments, water liens, code enforcement liens/issues) to receiving assistance through these City Programs, staff will provide guidance and counseling to the Applicant to remove these impediments. Applicants are not Eligible Property Owners until all impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies.

13. Applicants who are determined to be ineligible for assistance or who decline assistance through the Program must first show proof that their circumstances have changed to warrant a review and complete a new application. They will be considered new applicants at that point.

14. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.

15. If it is determined that the property lies in a flood zone, the owner will be asked to demonstrate that there is flood insurance carried on the property until close-out of the project.

16. All housing rehab applicants must have homeowners insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehab assistance.

17. Ineligible Applicants will be counseled on the City Approved Appeal Procedure.

18. Assistance shall not be provided to any property owner with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.

19. Items in project case file shall consist of: underwriting information, applicant information, legal documents, property information, and construction management.

20. Items in case file shall consist of: project documentation, participant eligibility, property eligibility, property standards, eligible costs, contractor selection, construction management, loan processing and servicing, and on-site inspection.

21. The timeframe for income source documentation shall be 2 months for HOME assisted activities.

C. MARKETING:

I. The City of Cocoa shall abide by the Brevard County HOME Consortium Affirmative Marketing Policy.

II. The City shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area. A wide range of marketing strategies will be implemented to ensure that eligible persons have a reasonable opportunity to be informed about the program opportunities being carried out by the City of Cocoa and the Brevard County HOME Consortium.

III. On an annual basis, the City will review its marketing efforts to assess fair housing outreach and comply with fair housing regulations.

D. DETERMINATION OF WORK/OWNER-OCCUPIED REHABILITATION:

I. Upon determination of property eligibility, Program staff will inspect the unit utilizing the Florida Building Code for existing housing adopted by the Cocoa City Council and Department approved rehabilitation standards, and will prepare work specifications and a cost estimate.

II. Rehabilitation Standards must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the security of the rehabilitation deferred payment loan. Department approved rehabilitation standards shall include, at a minimum:

a) Correction of all violations of the Florida Building Code.

b) Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.

c) Incidental repairs related to work performed under 2.a) or b) of this Section. (e.g. repair and painting of wall due to roof leak)

d) Addition of energy efficiency improvements which decrease the operating cost of the unit.

e) All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.

f) Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).

g) Barrier free items, such as, building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.

h) In accordance with Section 420.9075(3)(d), F.S, the City of Cocoa shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

III. All units assisted with federal funds will be evaluated for the potential presence of lead-based paint and asbestos. Owners will be noticed on the hazards of lead based paints. The treatment of defective paint surfaces is required.

IV. Property Owners who are determined to be eligible for assistance shall receive financial assistance for the repair, rehabilitation or replacement of their home in accordance with the following schedule, under the requirements defined in Paragraph 6 of this section:

INCOME LEVEL ADJUSTED BY FAMILY SIZE*	MAXIMUM ASSISTANCE
0 – 50% Median Income	$40,000 - Homebuyer
51 – 80% Median Income	$35,000 - Homebuyer
80 – 120%	$30,000 - Homebuyer
0 – 80% Median Income	$49,000 – Rehabilitation $20,000 – Minor Repairs $150,000 – Replacement

**The median family income is based on census data on family incomes updated using a combination of bureau of labor statistic earnings and employment data, Census P-60 median family income data, and Census American Community Survey data on changes of state median family incomes.*

6. The following requirements are placed upon the determination of Maximum Assistance:
   a) The level of award is supported by the average age of the City's current housing stock, increase in construction materials, and the increase in replacement costs.

7. Upon completion of the work specifications by Program staff, the Owner will review the proposed work specifications and consent to the specifications in writing. Any issues relating to the proposed work will be resolved before proceeding to Contractor procurement.

8. If a property is determined to require rehabilitation in excess of the funds available through the Program, the owner will be notified. The owner will be provided the opportunity to secure private financing for necessary rehabilitation/replacement

whose cost is in excess of available funds. If additional funding is not identified, the property will be assisted to the extent possible with the available financial resources or in the case of rehab put on a replacement waiting list until funds are available.

9. Occupancy and special needs of replacement units:

    1. All persons living in the household at the time of application shall be included when computing family size and income.

    2. Occupancy standards shall be consistent with the Florida Building Code approved by the Cocoa City Council and local zoning requirements. The existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

REPLACEMENT HOUSING The following requirements apply to units which are demolished and replaced through this Program. Replacement housing can be carried out by demolishing the existing structure and constructing a new home on the same site or by having the homeowner deed the existing property to a Community Housing Development Organization (CHDO) or a non-profit organization that owns property and is willing to, with an agreement with the City, exchange properties and construct a replacement home on a different lot within the City:

a) Unless the existing mortgage holder agrees to the demolition and replacement, the property must be free of encumbrances and mortgages.

b) $150,000 is the maximum amount allotted per unit for replacement house, this includes construction costs and eligible non-construction costs. The eligible property owner will be required to obtain other financing (or funds) for the remainder of the cost to construct, if needed.

c) The Building Valuation Data published annually by the Florida Building Code as adjusted for the region which includes Brevard County will be utilized to determine reasonable cost of construction by the Florida Building Code plus 5%, shall serve as the maximum cost allowable under this Program for construction of the new unit.

d) Applicants may not have a vested interest in any other property, which could be used as their primary residency.

The City has the right to replace homes based on the severity of the condition of the home and the imminent danger of the structure to the people living within the unit.

E. OWNER CONTRIBUTION:

If the recipient receives FEMA assistance or insurance proceeds, those funds must go towards the rehabilitation or reconstruction of their home first.

Households with more than $4,000 in liquid assets must apply those additional assets beyond the $4,000 towards the rehabilitation or reconstruction of their home. Liquid assets do not include retirement accounts.

F. CONTRACTOR PROCUREMENT:

All Local, State and Federal procurement policies must be adhered to during the program's Contractor selection process. The City's local procurement policy is the Financial Operations Manual (FOM). The FOM is adhered to for all housing related procurements.

G. AGREEMENT AND LIEN:

1. Upon receipt of an approved quote or bid, the Eligible Property Owner will be requested to sign an agreement which stipulates restrictions on the transfer or resale of the property, includes the scope of work to be performed; and identifies the City as a party to the Agreement as the Owner's agent to contract for and carry out the agreed upon repairs and improvements. All Eligible Property Owners must demonstrate adequate insurance coverage, including flood insurance, if so required, for the duration of the construction period. Eligible Property Owners are counseled on the importance of maintaining coverage after construction is completed.

2. Agreements will be executed in accordance with the City's Financial Operations Manual (FOM).

3. Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be used as the Principal Residence.

4. The affordability period is determined by the grant or the following (whichever is stricter):

Minor Repairs less than $20,000	5 year lien forgivable at 20 percent per year
Housing Rehab $20,001 - $49,000	10 year lien forgivable at 10 percent per year
Housing Replacement	20 year lien forgivable at 5 percent per year
Homebuyer Assistance	10 year lien forgivable at 10 percent per year

5. If HOME funds are used, HOME affordability rules apply over the above affordability periods. The HOME affordability period starts from the date that the activity is closed in IDIS.

6. The lien recorded against participant's properties will specifically state that transfer of ownership "shall constitute a default and the balance of the Note unforgiven shall become due and payable in full." In addition, the Note shall specify that "the remaining balance will accrue interest at 3% annum at the time of default. If the City does not demand payment upon default, such action does not constitute a waiver." The mortgage amount is depreciated on an annual basis if the following conditions occur:

    - The homeowner continues to reside in the unit in accordance with the terms of the Agreement; and
    - The eligible homeowner provides proof that all insurance, mortgage payments and taxes are current; and
    - The property is free of all code violations.
    - The property has not been rented out.
    - Deployment does not constitute a default.

    On, and only on, each anniversary date of the execution of the mortgage, the value of one year's payment will be deducted (if applicable) from the balance owed when all of these conditions are satisfied.

7. The deferred mortgage lien is recorded prior to commencement of the construction project.

8. Minor housing grants, used for handicap accessibility or retrofit improvements, may be disbursed as a grant.

9. Any post-construction agreements or warranties are between the Homeowner and the Contractor and should only be completed after all the work is completed with under the City's Agreement.
10. Homeowner is required to pay for the cost of the satisfaction of mortgage upon expiration of the lien.

H. TEMPORARY RELOCATION:

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. In the case of minor repairs, housing rehabilitation, and homebuyer assistance, it is anticipated that temporary relocation is not necessary. Relocation assistance provided by the City to Owners, when determined to be necessary by Program staff, shall be in accordance with the URA.

- 49 CFR Part 24 is the government-wide regulation that implements the URA.

- HUD Handbook 1378 provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

I. SWEAT EQUITY:

In order to prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period. Should an Eligible Owner wish to perform some improvements to the Property which is outside the scope of the work write-up, those improvements must be performed prior to the Contractor solicitation, or after the job has been completed and final payment has been made.

In addition, the homeowner may not change the scope of services with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated. In addition, any monies expended would then become the responsibility of the Contractor and/or homeowner.

J. PAYMENT PROCEDURE:

1. Funds are secured by a Purchase Order prior to the start of construction, as stipulated in the agreement. Funds are disbursed in accordance with the disbursement schedule, (upon written request of the Contractor, and authorization of the Owner, Housing Program Manager and Deputy Director of Community Services Department).

2. Change orders shall be approved by the City and the property owner. The Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly.

3. Upon receipt of an invoice from the Contractor, both the owner, Housing Program Manager, and the City of Cocoa Building Inspector shall inspect work for quality and completion.

4. Payment will be issued to the Contractor within 30 days for such amount as the City determines to be properly due. If payment is withheld, the City will state in writing, within 5 days, cause for withholding a payment. The City reserves the right to withhold payment for defective work and/or pay subcontractors directly.

5. The City on the basis of reasonable and verifiable evidence, may withhold from any payment, such amounts as may be necessary for protection of the Owner against loss caused by:
   a) Defective work not remedied;
   b) Third party claims filed;
   c) Failure of the Contractor to make payments to Subcontractors;

d) Failure to pay for material, equipment or labor; and/or

e) Failure to perform the work in accordance with the Agreement documents or to provide a construction schedule as required by the Agreement.

6. Contractors contracted for rehabilitation/replacement work in which the City's funding commitment exceeds $15,000 will have ten percent (10%) of their progress payment requests subject to retainage. The retainage will not be released until all work is completed, all necessary paperwork is received and the City closes out the project. If there is a dispute over quality or completion of work, the retainage shall be held until resolution occurs.

7. Final payment shall not made until the Contractor provides Release(s) of Liens, copies of permits to the Department, all inspections are completed, and copies of the Project Warranty and the Close-out form are submitted.

8. Any incidence of inadequate performance by a Contractor will be documented in accordance with City policy and procedure. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

K. CLOSE-OUT PROCEDURE:

Assistance is completed upon final acceptance by the Owner of completed work and Program authorization for final payment.

L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT:

Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of minor repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $20,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $49,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

Households which have previously been assisted with HOME funds may be assisted during the first year of project completion. After the first year, no additional HOME funds will be provided to a HOME-assisted project during the relevant period of affordability.

M. SUBORDINATION OF CITY LIENS:

1. An Owner requesting a subordination of the City's lien must make this request in writing, indicating the reason for the request.

2. Only subordination requests which increase the affordability of the housing unit, or assist a household with medical expenses, not associated with consumer debt, shall be considered.

3. As indicated in Resolution 97-18, The City Manager or Designee must authorize any subordination requested. Staff will identify for the City Manager or Designee, the

current status of the City's equity position and the equity position if the subordination request is approved.

4. The Owner may be charged any recording fees necessary for the subordination.

N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS:

Upon the death or relocation of the Eligible Property Owner during the mortgage period, the mortgage balance shall become due in full. The City of Cocoa will require repayment of the mortgage balance at the time of refinancing of the property. If no refinancing of the property occurs at the time of death or relocation of the Owner, the mortgage balance shall cease to depreciate and will be frozen at the balance in place at the date of death or relocation. The lien will continue against the property until repayment is made or the lien period is concluded. At any time during the lien period, the Owner, or heir shall have the right to repay the current balance without penalty.

In cases wherein death or relocation of the Eligible Property Owner has occurred, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:
The City will allow the property to continue to be used as is if both of the following conditions are met:

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

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

Option I satisfies the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight. However, if the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

Option I. is not offered to owner or surviving heir(s) of a replacement home. Owners or surviving heir(s) of a replacement will be notified of Option II and Option III.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

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

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

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

Option II is still in line with the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight because the recaptured funds are then used to help other projects. However, if the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

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

If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property. Option III is still in line with the City's goal of promoting decent and safe affordable housing because the home will then be used to provide housing to another qualified applicant.

O. APPEALS:

Any Applicant or client wishing to make a complaint or appeal a decision made by the Program shall be given a copy of the City Approved Appeal Procedure.

P. FOLLOW-UP:

Periodic follow-up contacts with the property owner(s) at 30 day, 60 day and 12 month intervals are scheduled by the Program Staff to ensure compliance with program guidelines and ascertain additional counseling needs. In addition, on an annual basis City staff will request updated copies of the homeowner's insurance, taxes and mortgage (if applicable) statements to ensure that the are current.

IV. PURCHASE ASSISTANCE PROGRAM POLICY

I. PURPOSE

The purpose of this document is to establish the policies of the City of Cocoa's Purchase Assistance Program (PAP) so as to promote fairness and equitable treatment of applicants and recipients of program assistance. The scope of the program is to provide purchase, closing costs, and rehabilitation assistance to very low-, low- and moderate-income buyers purchasing housing units in the City limits of Cocoa. Policies are written in accordance with the enabling legislation and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC) and the HOME Investment Partnership Program (HOME), a housing grant of the U.S. Department of Housing and Urban Development (HUD).

II. PROGRAM GOALS

In accordance with the needs identified, the priorities established, and the objectives and strategies outlined in the City's Consolidated Plan, annual Action Plan, SHIP Local Housing Assistance Plan, and the Housing Element of the City's Comprehensive Plan, and in accordance with the 2013 HOME Final Rule, the goals of the Purchase Assistance Program are:

- *the provision of affordable housing to low income households; and*
- *the preservation of existing housing stock.*

III. REFERENCES

- Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act.*
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*
- 24 CFR Part 92, 2013 HOME Final Rule*, US Department of Housing and Urban Development*.

IV. DEFINITIONS

Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g. very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

Applicant means a person or household who submits a signed and completed Purchase Assistance Program application for assistance.

CDBG means Community Development Block Grant.
Department means the Housing and Community Services Department of the City of Cocoa.

FHFC means the Florida Housing Finance Corporation.

General Property Improvements mean those improvements which are not corrections of health and safety violations, but which place the unit in a readily maintainable condition and conform it to other standard units in the local housing market.

HOME means HOME Investment Partnership Program.

Homeownership defined in §92.2 and is revised to clarify that, contract for deed, installment contracts and land sales contracts are specifically excluded.

Low-income means that the household income is 51% to 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Melbourne-Titusville-Palm Bay (Brevard) MSA means the Metropolitan Statistical Area used for demographic data purposes.

Moderate-income means that the household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Principal Residence means the household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption.

Rehabilitation means repairs or improvements that are needed for safe or sanitary habitation, correction of substantial code-violations, or the creation of additional living space in accordance with the Florida Building Code.

SHIP means the State Housing Initiatives Partnership Program.

Very low-income means that the household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

V. ELIGIBILITY

1. Household Eligibility
   a. The applicant's household income may not exceed 120% and 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA as determined annually by HUD when using SHIP and HOME or CDBG funds respectively.
   b. Households with more than $4,000 in liquid assets within a savings or checking account must use the difference towards the purchase of the home.
   c. The applicant and/or co applicant must have received City-approved homebuyer education and one-on-one housing counseling.
   d. The applicant must be able to obtain to obtain a 30 year first mortgage through a non-predatory lending institution.
   e. The applicant must be able to provide proof of responsible lending and sustainable (e.g., no predatory loans) in accordance with §92.254(f).

2. Unit Eligibility
   a. The unit must be located in the city limits of Cocoa.
   b. The purchase price of the unit may not exceed 90% and 95% of the median area purchase price for existing homes or new construction in the Melbourne-Titusville-

Palm Bay (Brevard) MSA as established by the United States Department of Treasury when using SHIP or HOME funds respectively.

c. The assistance may not be used to purchase a mobile or modular home.
d. Existing units may have a swimming pool or similar amenity.
e. Reasonable closing fees may be charged. However, all fees shall be reviewed by the Housing Program Manager and approved.
f. Eligible forms of homeownership when using HOME funds:

- Fee simple title in a 1- to 4- unit dwelling or condominium unit or at least a 99-year leasehold interest, except:
    - Housing located in insular areas must have a ground lease for at least 40 years
    - Housing located on an Indian trust or restricted Indian land, for at least 50 years
    - Housing located on land owned by a community land trust, for at least 50 years
    - Manufactured housing on a ground lease that is at least equal to the applicable affordability period §92.251(e).

3. Levels of Assistance

The actual assistance will be the *minimum* amount needed to get the applicant into an affordable unit.

a. The maximum assistance for households with incomes at or below 50% of the median is $40,000.
b. The maximum assistance for households with incomes at 51% - 80% of median is $35,000.
c. The maximum assistance for households with incomes at 80% - 120% of median is $30,000.
d. When used to purchase an existing home requiring rehabilitation, $5,000 is available for any combination of down payment, closing costs and rehabilitation. Rehabilitation shall be completed in accordance with Florida Building Code. Any rehab completed shall have a minimum useful life of at least five (5) years for major systems. Work write-ups and written cost estimates shall be reviewed and approved by the City. The City shall determine if the costs are reasonable, and plans and specifications are in compliance with the City's written standards.

In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.

3. Other Loan Terms

The assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Cocoa and forgiven at the end of the term. In addition to the affordability period, the following terms will apply to each loan:

1. Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a conveyance.
2. Leasing: Leasing the premises for any period of time is deemed a conveyance.
3. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.
4. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at five percent (5%) per annum.
5. Maintenance: The mortgagor must keep the property maintained and in good repair according to the Florida Building Code and all applicable codes of the City of Cocoa.
6. The homeowner will be required to pay for the cost of the satisfaction of mortgage upon expiration of the lien term.

4. Subordination of Liens

Subordination of liens will be considered for the following reasons only:

- Only subordination request which increase the affordability of the housing unit, decreases the term of the loan, provides a lower interest rate or not associated with consumer debt.
- Each request shall be reviewed on a case by case basis. The Housing and Neighborhood Services Manager has the right to deny or agree to subordination.

5. Affirmative Marketing

It shall be the policy of the City of Cocoa to affirmatively market the Purchase Assistance Program in such a way as to promote fair housing in accordance with the applicable marketing requirements of the SHIP Program regulations and the HOME rules. The City adheres to the Brevard County Affirmative Marketing Policy.

6. Selection Criteria

All assistance is subject to the availability of funds. Assistance will be on a first come, first ready basis.

Applicants cannot have owned a home within three (3) years of closing and any net proceeds from the sale of a previous home should be applied to the purchase of the new home prior to receiving down payment assistance.

Applicants that have previously received state or federal down payment assistance are not eligible for assistance for six (6) months.

7. Owner Contribution

The applicant must make a minimum cash contribution towards the purchase of the home.

- Households with incomes at or below 50% of the median must contribute a minimum $500.
- Households with incomes at 51-80% of median must contribute a minimum of $750.
- Households with incomes at 81-120% of median must contribute a minimum of $1,000.
- Households with more than $4,000 in liquid assets in a savings or checking account must apply those additional assets beyond the $4,000 towards the purchase of their home.

8. Notification of Award

An award letter, also called a letter of commitment, will be issued within 30 days after the income has been certified. The award letter will be good up-to six months. Clients may be subject to a re-certification if more than 120 days have lapsed and the client has not received assistance. This will be determined on a case by case basis.

9. Purchase Assistance Program

In the event that the City shall desire to have a sub-recipient/non-profit administer the Purchase Assistance Program, the selection process shall be done according to the City's Financial Operations Manual as it relates to procurement. The sub-recipient/non-profit will administer the program based on the City of Cocoa's Housing Policies and Procedures.

10. Housing Counseling/Homebuyer Education

The Housing Counseling/Homebuyer Education Program shall at all times be administered as follows:

a) DESCRIPTION OF WORK TO BE PERFORMED

The Housing Counseling/Homebuyer Education Program shall be implemented as a turnkey operation. The agency administering the program shall market the program, schedule and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an individual basis to each homebuyer. The agency must also provide proof of attendance by homebuyers.

A. LEVELS OF ACCOMPLISHMENT

Activity #1 Housing Counseling to individual homebuyers.

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities;
(b) Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its equivalent);
(c) File evidence of housing counseling notes.
(d) Housing counseling shall be provided in accordance with §92.254(a)(3) when using HOME funds.

Activity #2 Homebuyer Education Classes

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
(b) Classes must include a Fair Housing Law education component.
(c) File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

11. SUSTAINABLE HOMEOWNERSHIP UNDERWRITING

The City shall have written underwriting standards that evaluate the homebuyer in accordance with §92.254(f) regarding:

- Housing debt and overall debt
- Monthly expenses of the family
- Assets available to acquire housing
- Financial resources available to sustain housing

12. SPECIFIC HOME REQUIREMENTS

- HOME statute requires initial purchase price/after rehab value not to exceed 95% of area median purchase price in accordance with §92.254(s)(2)(iii).
- City sponsored homebuyer units which remain unsold after six (6) months after construction shall be converted to rental units, for the rental affordability period, or HOME funds must be repaid. A ratified sales contract is sufficient to demonstrate a sale. Units can become lease-purchase only if: the City has an established lease-purchase program, and an Agreement with the homebuyer is executed before the deadline.
- In accordance with §92.254(f) the City shall ensure that loan terms of any loans to which HOME funds are subordinated are reasonable and sustainable.
- If a non-governmental lender is providing both first mortgage financing and HOME assistance (as a subrecipient or contractor), the City shall verify income eligibility and inspect housing for compliance with applicable property standards.

- For HOME funds, lenders cannot charge fees.
- The City shall follow the resale and recapture requirements of §92.254(a)(5) within the Brevard County HOME Consortium Consolidated Plan and annual Action Plans. The resale provisions clearly define "fair return" and "reasonable range of low-income homebuyers."
- In accordance with §92.251(c) the City shall determine assisted housing is decent, safe, sanitary and in good repair. All assisted housing shall meet the Florida Building Code and shall not contain deficiencies proscribed by HUD based on inspectable items and areas pursuant to 24 CFR 5.702 (UPCS Checklist).
- The City shall inspect housing and document compliance no earlier than 90 days before commitment of HOME funds.
- The City shall rehab housing that fails to meet these property standards or HOME funds cannot be used to acquire it, in accordance with §92.251(c).
- A contract for deed (also known as an installment contract or land sales contract) is *not* an eligible form of homeownership.

13. Complaints and Appeals

Any complaint or appeal shall be submitted by the applicant in written form within 5 business days from notification of funding recommendation for disposition by the Housing Program Manager who shall respond in writing within 5 days of receipt of same, where practicable.

The Housing Program Manager's reply shall indicate the avenue of appeal which shall be to the Deputy Community Services Director. The Deputy Community Services Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney.

V. SUBSIDY LAYERING POLICY

I. PURPOSE

The purpose of these local guidelines is to provide guidance in evaluating projects using HOME funds in combination with other governmental assistance to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

II. BACKGROUND

Both Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, and 24 CFR Part 91, the consolidated plan final rule, require the City of Cocoa to provide a certification with the consolidated plan. This certification asserts that prior to the commitment of funds to a project, the City will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

III. DEFINITIONS

Governmental Assistance - Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal, State or local government for use in, or in connection with, a specific housing project.

Maximum Per Unit Subsidy Limits - The amount of HOME funds that the City may invest on a per-unit basis in affordable housing may not exceed the per unit dollar limits established under section 221(d)(3) of the National Housing Act for elevator-type projects, involving nonprofit mortgagors that apply to the area in which the housing is located. These limits are available from the Multifamily Housing Division in the HUD Field Office. If the City's per unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the City’s per unit subsidy amount to be increased on a program-wide basis to an amount up to 240% of the original per unit limits.

As a general rule, the City will consider all the factors relevant to feasibility of a project, which may include, but are not limited to, past rates of returns (in that area for that type of project) to owners, sponsors, investors; the long-term needs of the project and its tenants; and the usual and customary fees in the development of the project. In addition, the City will also consider the population that is being served when conducting the layering review. For instance, if the targeted population is 60 percent of median income for the area, that results in one level of assistance; if the targeted population is very low-income, e.g., below 30 percent of area median income, that will result in an increased level of HOME or other assistance. If low-income housing tax credits or any HUD funding source is used, the City will rely upon the allocating agency's evaluation to ensure that HUD subsidies are not greater than necessary to provide affordable housing.

Project Evaluation:

1. Source/Uses of Funds

The applicant should provide supporting documentation for all other costs as specified in the Sources/Uses of Funds statement. If the documentation is not adequate and does not support the costs as stated, the City will request additional documentation, a second opinion and/or reference from the appropriate source (i.e. another construction cost estimator, another architect or lawyer), or deny the project HOME funding. It should be noted that for projects with tax credits to be sold, the proceeds from the sale of these credits must be identified as a source of funding.

The Sources/Uses of Funds statement should reflect the project development budget and should list all proposed sources (both private and public) of funds and the dollar amount(s) for each respective source; and all uses of funds (including acquisition costs, rehabilitation/or construction costs, financing costs and professional fees) associated with the project.

The Sources/Uses of Funds should include the commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge (interim) loans and investment tax credits (historical, low-income, if applicable); and if the applicant is a partnership, a copy of the partnership agreement, which will indicate the cash contributions by the general partner(s) and/or limited partner(s).

The City shall request the following: (1) earnest money agreement, option or closing statement for land and/or building(s); (2) construction cost estimate; (3) construction contract or preliminary bid(s); (4) agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions); (5) appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built); and (6) if low-income housing tax credits are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project. All assumptions in the offering should be verified in the supporting documentation.

2. Certification of Federal Assistance

A formal certification from the applicant(s) will be reviewed concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the applicant(s) should certify to that fact. The applicant(s) should also certify that should other governmental assistance be sought in the future, the City will be notified promptly. These assurances may take the form of a certification.

3. Project Development Budget

Ensure that the costs being funded by the HOME Program are eligible and HOME funds per unit do not exceed the maximum per-unit subsidy limits. Focus will be on the project's quality, and construction costs, architectural and engineering fees and

consulting fees. The determination of "reasonableness" of the costs will be based on all of the following factors: (1) costs of comparable projects in the same geographical area; (2) the qualifications of the costs estimators for the various budget line items and (3) comparable costs published by recognized industry cost index services.

4. Rate of Return on Equity Investment

Scrutinize the proforma to ensure the cash flow projections are reasonable in light of the present economic conditions since the rate of return on the investment is partially predicated on the cash flow. All proformas should include, but are not limited to project income and expense statement, which should include achievable rent levels, market vacancies and operating expenses and also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow to determine the reasonableness of the rate of return on the equity investment. The proforma should represent, at a minimum, the term of the HOME affordability requirements, but longer if applicable (e.g., 15 years for low-income housing tax credit projects).

The project cash flow shall be defined as: the spendable cash generated annually (at the end of the yearly period) after all operating expenses and debt service payments have been deducted from the gross revenues of the property. The determination of a reasonable rate of return on the equity investment will be based on an evaluation of the individual project as it compares to market standards for similar investments. Using data contained in the project application, the City may evaluate several factors (e.g., cash on cash return, the internal rate of return, net equity) in determining a "reasonable" rate of return for the project. (See Table “2” for cash on cash illustration)

The City will not allow an excessive gain/profit to be derived from the project, in part due to the financing (low-income housing tax credits, low interest loans, grants, tax abatements, etc.), therefore, will establish specific standards for reasonable rates of return on the invested equity based on the project.

Overall Evaluation

If the City determines that the total amount of HOME assistance and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or the projected rate of return, the City will consider several options:

1) Reduce the amount of HOME assistance through reducing the development budget accordingly or increasing the non-public funding of the project;

2) Make other adjustments to the project, such as lower the rents to be charged, reduce the term of the loan in order to lower the rate of return; or

3) Deny HOME assistance if the applicant refuses to make reasonable adjustments or to limit its return/costs.

VI. MONITORING POLICY AND PROCEDURES

USING SUBRECIPIENTS, NON-PROFITS, FOR-PROFITS, AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS) TO CARRY OUT ACTIVITIES

I. Definitions and References

A. Section 420.907-9079, F.S. and Rule Chapter 67-37.019 (10), Florida Administrative Code. (State Housing Initiative Partnership Program)

B. Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.

C. 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.

D. 24 CFR Part 570, regulations, Community Development Block Grant Program.

E. Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidances); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up.

F. Subrecipient – CDBG: A public or private non-profit agency or organization receiving CDBG from a grantee or another subrecipient to undertake eligible activities.

G. Subrecipient – SHIP: The SHIP rule defines a subrecipient as any person or non-state entity. This would include any non-profit, consultant or other entity actively performing any administrative function of the program including application intake, income verification, contract oversight, counseling, etc.

H. Subrecipient – HOME: means a public agency or nonprofit organization selected by the City to administer all or a portion of the City's HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The City's selection of a subrecipient is not subject to the procurement procedures and requirements.

I. CHDO – Community Development Housing Organization – a qualified non-profit housing organization that is eligible for set-aside funds through the Home Investment Partnership Program (HOME).

J. Non-Profits – A 501(c) (3) certified organization eligible to receive grant funds.

K. For-Profits – A legally registered business eligible to receive grant funds.

L. High-Risk Subrecipient/CHDO: Subrecipients, Non-Profits, For-Profits, and CHDO's that fit one or more of the following criteria:

- New to the particular funding program,
- Experiencing turnover in key staff positions,
- Plagued by past compliance or performance problems,
- Inability to expend funds in a timely manner,
- Undertaking multiple formula program-funded activities for the first time, and
- Not submitting timely reports.

J. Desk Review: Examination of information and materials provided to grantee by funded subrecipients, as a means to track performance and identify potential problem areas.

K. On-Site Review: A physical visit to a site or sites wherein the subrecipient administers and/or carryout programs for which it have been funded by the grantee.

II. Directives - Program Administration

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Program shall be responsible for managing the day-to-day operations of the City's federal and state funded grant programs and for ensuring that the funds are used in keeping with the individual program requirements.

III. Selecting Subrecipients, CHDO's, Non-Profits, and For-Profits

Subrecipients, Non-profits, For-profits, and CHDO's are selected through a Request for Proposal Process (RFP) which is conducted annually, or on a project specific basis. Factors that are considered in selecting an entity to administer a grant funded activity include:

- The nature of the activity;
- The proposed plan for carrying out the activity or activities;
- The organizations capacity to fulfill the contractual obligations;
- The possibility of any conflicts of interest;
- Past performance;
- The organizations ability to meet all required state and federal regulations, laws and/or statutes;

- The organizations ability to meet the required U. S. Department of Housing and Urban Development (HUD) national objective, and;
- The organizations ability to produce beneficial measurable outcomes

IV. Subrecipient/CHDO/Non-Profit/For-Profit Agreements

Before disbursing funds to any organization that is awarded funding, a written agreement must be executed. Written agreements are a vital tool in:

- Meeting all applicable state and federal requirements;
- Providing a tool for managing CDBG activities;
- To serve as a training tool; and
- Applicable to all administered grant programs.

The Final HOME Rule must be adhered to prior to execution of a written agreement, including but not limited to; CHDO capacity determination, market analysis, and subsidy layering.

The CDBG/HOME/SHIP regulations stipulate that certain requirements be included in all written agreements with subrecipients, non-profits, for-profits, and CHDO's: At a minimum, all agreements must include the following provisions:

1. A Statement of Work – A description of the work to be provided, including a schedule and budget. Specifically:
   - The purpose and nature of work to be provided, including location and days/hours of services provided.
   - The specific task to be performed.
   - The specific quantifiable level of service that will be provided for each activity (the number of people served and the number of units of service).

2. Records and reports – The specific records which must be maintained and the reporting requirements;

3. Program income – Whether program income received is to be returned to the City or retained by the entity;

4. Uniform administrative requirements - Compliance with all applicable uniform administrative requirements;

5. Other program requirements – Compliance with all applicable "other federal requirements (e.g. Davis Bacon, Lead Based Paint, etc.);

6. Suspension and termination – Conditions by which suspension or termination can occur; and

7. Reversion of assets – Upon expiration of the agreement, any CDBG funds on hand as well as any accounts receivable attributable to CDBG funds must be

transferred to the grantee. The agreement must also include the requirements covering the use of real property acquired with CDBG funds.

Once the written agreement has been negotiated and signed by an authorized agent of the agency and an authorized City official, staff must complete the required purchase requisition for the issuance of a purchase order prior to any work commencing.

V. MONITORING PROCEDURES

Objective

The primary intent of these procedures are to ensure production and accountability, compliance with applicable program requirements, federal and state regulations, and to develop standards for evaluating organizational and project performance.

These procedures are designed to create conformity and consistently in the monitoring of subrecipients receiving funding from the City of Cocoa and at a minimum will:

- Standardize procedures for reporting by funding subrecipients;
- Standardize procedures for review and monitoring;
- Set standards for how risk will be identified and addressed;
- Standardize procedures for determining the frequency of meetings, monitoring reviews and inspections;
- Set standards for pre-monitoring preparation and utilizing staff and other resources for monitoring; and
- Identify tools to be used for ease in carrying out the process.

Monitoring

Monitoring can be conducted in two ways. The first is to conduct a “desk review”. Desk reviews will be conducted at least quarterly for each subrecipient awarded funding. Staff performing desk reviews will examine progress reports, compliance records, measurable outcome achievements and financial information, to adequately assess performance and look for indicators of performance or compliance problems. Staff provides each agency with financial reimbursement and progress reporting forms. If questions or concerns arise from the review, staff will gather additional information through telephone calls or additional documents or other written materials.

The second, more intensive way the Agency will be monitored is through an on-site monitoring review. An on-site monitoring review will be conducted at a minimum of annually for all subrecipients awarded funding. The following are steps that will be taken when preparing for and conducting an on-site monitoring review:

Step 1: Preparing for the Monitoring Visit: Before the monitoring visit, staff will familiarize themselves with applicable program rules and establish a monitoring protocol. In addition the following will be reviewed prior to the visit.

- Application for funding
- Written Agreement
- Progress Reports
- Drawn-down/Reimbursement requests
- Integrated Disbursement and Information System (IDIS) reports.
- Correspondence between the Agency and the City
- Previous monitoring reviews
- Copies of financial audits

Step 2: Conducting the Monitoring Visit: The four (4) basic elements to conducting the monitoring visit are notification, entrance conference or meeting, data collection and analysis, and exit conference or meeting. These steps are defined as follows:

a. Notification: The monitoring process will always begin with staff calling the recipients to explain the purpose of the visit and to agree upon dates for the visit. A formal notification letter will follow at least two weeks before the planned visit and will include:
   - Confirmation of the dates for the review
   - Scope of the monitoring
   - Information needed for review during the visit
   - Staff needed for interviews or other assistance during the review

b. Entrance Conference: The entrance conference will be held at the beginning of the monitoring visit, usually with the executive director or other top officials of the organization, to make sure the subrecipient's have a clear understanding of the purpose, scope and schedule for the monitoring.

c. Documentation, data gathering and analysis: A clear record of all information reviewed and received during conversations with the agency should be kept. This information will be obtained utilizing the monitoring checklist. The information gathered will serve as the basis for conclusions to be included in the monitoring report and follow-up letter. The subrecipient may request identification of sources if any conclusions are disputed.

d. Exit Conference: At the end of the monitoring visit, the staff conducting the review will meet again with key agency representatives to:
   - Present preliminary results of the monitoring.
   - Provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings.
   - Secure additional information to clarify or support their position.
   - If applicable, provide an opportunity for the subrecipient to report on steps the organization may already be taking to address areas of noncompliance or non-performance.

Step 3: Follow-up: At the end of the process, staff will provide the subrecipient with formal written notification of the results of the monitoring review. This letter will both recognize successes and identify and concerns or findings. In addition, the letter will set deadlines for a written response and corrective actions on any concerns or findings.

C. FINANCIAL PERFORMANCE MONITORING

During site visits staff will monitor the subrecipient's financial management system to ensure:

- Funds are being efficiently and accurately controlled.
- Subrecipients are maintaining an accounting system in which transactions are handled, records are kept, and records are generated in a manner that contents of the financial reports are traceable to the original supporting documentation of all financial transactions.

Staff will ensure that the following elements are present in all financial management systems of subrecipients awarded funding.

1. Accurate, current and complete disclosure of the financial results of each federally sponsored program, including scores and application of funds.
2. Effective control over and accountability for all funds, property, and other assets.
3. Comparison of outlays with budgeted amounts for each award.
4. Sound internal controls over purchases, cash disbursements, and cash receipts, including segregation of duties and proper authorization and approvals of transactions.
5. Periodic internal and external audits or evaluations (annual audits for all sub-recipients receiving $700,000 or more in federal or state funds.
6. Record retention policies.
7. Documentation of accounting policies, particularly those pertaining to cost charging, timesheet preparation, and procurement.
8. An accounting system that meets the following requirements;
    - Segregation of unallowable costs from allowable costs.
    - Segregation of direct from indirect costs.
    - Proper assignment and allocation of costs to functional classifications.
    - Matching of income applicable credits with associated expenditures.
    - Timely reconciliation of accounts and sub-ledgers.
    - Time-charging systems that allocate labor costs among program activities and comply with OMB issued Super Circular.
    - Consistency with accounting treatment over time and from one function or award to another.
    - Timely and accurate financial reporting
    - Maintenance of proper supporting documentation for all transactions, estimates, and calculation.

D. CORRECTIVE ACTIONS:

When identifying performance problems deeming corrective actions staff will utilize the following to determine the appropriate monitoring finding response. The approach to utilize will depend on the seriousness of the problem identified:

Stage 1: Low-level Intervention: At this stage, staff will do one or more of the following:

- Clearly identify problem areas and required corrective actions.
- Plan a strategy with the subrecipient that includes any training or technical assistance that may help to address identified problems.
- Require more frequent or more thorough reporting by the recipient.
- Conduct more frequent monitoring reviews.

Stage 2: Moderate-level Intervention: If low-level intervention steps do not remedy the identified problems, staff will take increasingly tougher steps, such as:

- Restrict payment request.
- Disallow certain expenses or require repayment of funding provided for certain expenses.
- Impose probationary status.

Stage 3: High-level Intervention: At this point, the City must take the most serious actions to put an end to noncompliance problems. Steps may include but are not limited to:

- Temporary suspension of the organization from participation.
- No consideration of the activity or organization for the next program year.
- Terminate the agreement.
- Require repayment of funds.
- Initiate legal action.

E. TECHNICAL ASSISTANCE & TRAINING

Technical assistance and training will be provided as a means to assistance subrecipients with avoiding problems and improving performance. Technical assistance and training will be provided throughout all phases of the process to assure the greatest success of subrecipients awarded funding.

F. PROJECT MONITORING

Under all Agreements, monitoring begins when activities are selected for funding or at the beginning of project development and continues through project completion.

Once construction has started a minimum of weekly site visits will be conducted accompanied by progress notes that identify and flag any pending or anticipated problems. In addition, a site visit will be conducted before processing all draw requests to ensure satisfactory completion of work.

Site visits and desk reviews will be conducted to ensure that;

- The project is meeting standards established in the written agreement
- The cost are on target;
- The number of proposed units are being produced, and;
- The quality and quantity of work is acceptable.

Contractors selected to carry out public facilities and improvement projects will submit a project schedule, projecting all major milestones.

On completed projects, a schedule will be developed to identify all required annual reviews and re-certifications.

G. RENTAL HOUSING MONITORING

For HOME assisted rental housing, all applicable HOME Rule regulations shall be followed. The financial health and physical condition of the property will be examined on an annual basis for projects with ten (10) or more units. The following reports will be examined:

- Operating budget
- Balance Sheet
- Income statement

A Certification from the property owner will be required stating that HOME-assisted housing units are suitable for occupancy and meet local property standards.

On-site inspections will be done within 12 months after project completion and then once every three (3) years during the period of affordability. During inspections the following information will be required:

- Compliance with applicable property standards requirements.
- Verification of information regarding rent and occupancy.
- Verification of information regarding leases, tenant income, rents, and utility allowances.
- Compliance with provisions of written agreements.
- Review of financial health, management capacity, and long term viability of the project.

VI. RESERVATION OF AUTHORITY

The authority to issue and/or revise Policies is reserved by the Cocoa City Council.

Legislation Details (With Text)

File #:	19-120	**Version:**	1	**Name:**	CAF Agreement with FDOT for Traffic Box Art Wraps
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/20/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve a Resolution authorizing the City Manager to negotiate a Community Aesthetics Feature agreement with Florida Department of Transportation (FDOT), for the application of vinyl wraps on FDOT Traffic Signal Boxes throughout the City. (Assistant to the City Manager/Public Relations Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2019-025 Community Aesthetic Feature.pdf CAF Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2019
Agenda Date: April 10, 2019
Prepared By: Samantha Senger, Asst. to City Manager/Public Relations Specialist
Through: John A. Titkanich, Jr. AICP, ICMA-CM
Requested Action:
Approve a resolution to authorizing the City Manager to negotiate a Community Aesthetics Feature agreement with Florida Department of Transportation (FDOT), for the application of vinyl wraps on FDOT Traffic Signal Boxes throughout the city.

BACKGROUND:

The City of Cocoa has installed 19 art wraps on Florida Department of Transportation (FDOT) traffic signal boxes. FDOT is requesting that the city complete a Community Aesthetics Feature Agreement and approve a resolution in support of the project to include all of the completed wraps and any future wraps installed at these locations.

The vinyl wraps are graffiti resistant which prevents unwanted graffiti and residue from signs posted on the boxes. The project was well received in the community and involved recruiting artists from the community to participate by allowing their artwork to be displayed on the boxes. A total of 19 boxes were wrapped throughout the entire community, mostly along highly trafficked roadways. To date staff has not had to remove any graffiti or postings from the traffic boxes.

A call for artists was made and over 100 artists submitted artwork for the project. A committee of community members chose the artwork for each box and staff worked with a local sign company to

use a special vinyl to wrap the boxes.

STRATEGIC PLAN CONNECTION:

Goal 1:Objective1.1(a); Goal 1:Objective1.5(d) Improving the physical image of the city was one of the City's strategic goals. This includes expanding beautification efforts along highest traffic count roadways in the city and placing public art on traffic boxes to discourage graffiti.

BUDGETARY IMPACT:

There is no impact to the budget to complete this agreement and resolution with FDOT. The total cost for the project including payment to the artists and to wrap the boxes was $28,586.75.

PREVIOUS ACTION:

The City completed 19 box wraps thus far in two installments. The first 13 box installations were complete in September 2017. The additional 6 box wrap installations were complete in September 2018.

RECOMMENDED MOTION:

Approve a resolution to authorizing the City Manager to negotiate a Community Aesthetics Feature agreement with Florida Department of Transportation (FDOT), for the application of vinyl wraps on FDOT Traffic Signal Boxes throughout the city.

RESOLUTION NO. 2019-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE EXECUTION OF COMMUNITY AESTHETIC FEATURE AGREEMENTS WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORATION FOR THE CITY OF COCOA'S INSTALLATION AND MAINTENANCE OF CERTAIN TRAFFIC CONTROL CABINET ARTWORK; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("the Department") proposes to enter into multiple Community Aesthetic Feature ("CAF") Agreements for the installation of artwork on various traffic control cabinets that are located on the Department's right-of-way within the City of Cocoa; and

WHEREAS, it is necessary for the City of Cocoa to agree by Resolution to approve these projects and to be responsible for the design, installation, and maintenance of the projects; and

WHEREAS, the City of Cocoa desires to improve the aesthetic of roadways by beautifying street features such as traffic control cabinets.

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

Section 1. The City Council of the City of Cocoa, Florida does hereby authorize the City Manager or the City Manager's designee, to execute all and various CAF Agreements between the City of Cocoa and the Department which specifically relate to the installation of artwork on traffic control cabinets at such locations as are determined and following approval by the Department as well as any mutually agreed upon renewals or extensions thereof; a copy of the form CAF Agreement is attached hereto and incorporated herein by reference.

Section 2. This resolution takes effect immediately upon its adoption and shall remain in full force and effect unless and until explicitly rescinded or superseded by subsequent resolution, which resolution shall be immediately forwarded to the Department and until receipt of any subsequent resolution outlined above, the Department is entitled to relay on this resolution for the authority of the City Manager or the City Manager's Designee.

Section 3. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this resolution with the City Clerk.

Section 4. If any provision of this resolution or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are severable.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 10th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road 5, 519, 520 Section No. Various, see Pg 8 CAFA No. 2019-M-590-00003

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and the City of Cocoa ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from the Department to install a [**CHOOSE ONE**: ☒Public Art, ☐Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road 5, 519, 520 at MP various locations in Brevard County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through 1/31/2029 , which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one year (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☒Public Art, ☐Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 555 Camp Road Cocoa, Florida 32927 . The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such

plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Sandeep Janwadkar, at (321) 634-6086 or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed

and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

1) Semi-annual inspections

2) Graffiti removal

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ 0.00. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2000.00.

District Maintenance Engineer, _____ Date: _____.

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 5 PROGRAM MANAGER
FDOT Brevard Operations
555 Camp Raod Cocoa, FL 32927
Phone: 321-634-6100
Fax:

City of Cocoa COUNTY [OR CITY], FLORIDA
65 Stone Street
Cocoa, FL 32922
ATTN: Carie Shealy, City Clerk
Phone: 321-433-8455
Fax:

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

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

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. Various, see Pg 8 CAFA No. 2019-M-590-00003

AGENCY

City of Cocoa

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: Alan Hyman, P.E.

Title: Director of Transportation Operations

Date: _____

Legal Review:

_____

Section No. Various, see Pg 8 CAFA No. 2019-M-590-00003

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Installation of traffic signal cabinet wraps at the following locations:

SR 519	Section	700014	MP 4.163
SR 5	Section	70020	MPs 20.622, 21.140, 21.989, 22.635, 23.569
SR 520	Section	70100	MPs 8.118, 8.370, 8.727, 8.904, 9.166, 9.257
SR 520	Section	70100-001	MPs 0.844, 0.999

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Samantha Senger, P.E./R.L.A./Architect and dated 3/21/2019. Any revisions to these plans must be approved by the Department in writing.

Section No. Various, see Pg 8 CAFA No. 2019-M-590-00003

EXHIBIT “B”

SPECIAL PROVISIONS

None

Section No. Various, see Pg 8 CAFA No. 2019-M-590-00003

EXHIBIT “C”

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

1) No lane closures without Department prior approval.
2) No work may be performed during Special Events.

Section No. Various, see Pg 8 CAFA No. 2019-M-590-00003

EXHIBIT “D”

AGENCY RESOLUTION

Attached, see following page.

Section No. Various, see Pg 8 CAFA No. 2019-M-590-00003

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the City of Cocoa

PROJECT DESCRIPTION: Traffic Signal Cabinet Wrap Project

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

Legislation Details (With Text)

File #:	19-114	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/11/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Pass on Second/Final Reading Ordinance 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord. 01-2019 - Rezone Joe Lee Smith- INST Exhibit A - Location Map Legal Ad Proof - Ord 01-2019				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2019
Agenda Date: April 10, 2019
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on Second/Final Reading Ordinance 01-2019: A Zoning Map Amendment for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional).

BACKGROUND:

The City of Cocoa, as the applicant, is requesting to amend the Zoning Map designation of two parcels (Parcel #'s: 24-36-33-00-264 and 24-36-33-CC-12.E-2) totaling approximately 3.23 acres of the Dr. Joe Lee Smith Community Center complex as depicted on Exhibit A. The City intends to build a new community center on the northern parcel of this property where the current baseball field and playground are presently located. Also on this parcel are the existing pool and basketball court. The southern parcel of the community center complex contains the existing community center building. The complex also comprises three additional parcels of land adjacent to the subject parcels. Those parcels contain stormwater areas and parking and are not a part of this rezoning action. A future comprehensive plan amendment will be required prior to rezoning those parcels to the same Institutional zoning district.

The parcels have a future land use designation of REC (Recreation and Open Space). This designation is intended to accommodate existing and planned public and private parks and

recreation areas and extensive open space areas such as the golf courses; and similar uses. The Comprehensive Plan allows all zoning districts under the REC future land use designation.

Neither of the present zoning districts of the subject parcels (C-W and RU-1-7) allow a community center use. Therefore, in order to support the planned development of the site a rezoning of the parcels is necessary.

The Institutional zoning district was selected as the most appropriate district choice as it provides the closest fit to the present use as well as offering the most compatible future uses for additional development of the site. A “community center” is a principal use under this district as are “public parks and playgrounds”, eliminating the need for a Special Exception as is the case in some other zoning district categories.

Future Land Use Designation: REC (Recreation and Open Space)

Zoning District: Current: C-W (Commercial Wholesale) and RU-1-7 (Single-Family Residential)

Proposed: INST (Institutional)

Existing Land Use: Dr. Joe Lee Smith Community Center

Council District: District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed Use	C-G (General Commercial)	Commercial and Vacant Land
South	Medium Density Residential	RU-1-7 (Single Family Residential)	Single-family Residential & Vacant Land
East	Mixed Use and Medium Density Residential	C-W (Commercial Wholesale) and RU-1-7 (Single Family Residential)	Single-family Residential & Vacant Land
West	Mixed Use and Medium Density Residential	C-W (Commercial Wholesale) and RU-1-7 (Single Family Residential)	Single-family Residential & Vacant Land

Consistency with the Code of the City of Cocoa

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

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

Staff Finding: The proposed rezoning would bring the existing land use into compliance with the (proposed) zoning district. It would also bring the zoning district for these parcels into compliance with the current future land use designation. While the Institutional zoning district designation would be specific to these two parcels and not found on other parcels nearby, the intent of the zoning district is “to support the needs of the neighboring community for public

and semi-public facilities of a religious, educational, health or cultural nature".

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

Staff Finding: The proposed rezoning would not be unrelated to the adjacent districts but rather a central hub for the surrounding community, providing a place of recreation, learning, and social interaction.

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

Staff Finding: The proposed rezoning would not alter the population density in any way.

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

Staff Finding: The existing zoning boundaries on the northern parcel are illogically drawn in relation to the existing uses. The line separating the C-W zoning from the RU-1-7 zoning on the larger norther parcel has no relation to the baseball field and playground currently developed on that portion of the site. The proposed rezoning will correct this problem by applying the same zoning district to the entire parcel.

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

Staff Finding: The proposed rezoning would be consistent with the Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.12: Open Space/Recreational (OS-REC). The open space/recreational land use category is intended to accommodate existing and planned public and private parks and recreation areas and extensive open space areas such as the golf courses; and similar uses. The following criteria shall be used for determining appropriate locations for open space/recreation land use designations on the future land use map.

A. Except as required for other public purposes, publicly owned land identified as open space/recreational on the Future Land Use Map will only be used for park, recreational, and ancillary uses.

B. In designating open space recreational areas, the City will assure consistency with policies provided in the Recreation and Open Space Element.

C. Through the development review process and Capital Improvements Program, the City will attempt to link open space areas to residential areas by bikeways, sidewalks, or footpaths.

D. In developing open space and recreational areas, the City will minimize or eliminate the impact of active uses on sensitive environmental features to the maximum extent possible.

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

Staff Finding: The intent of the rezoning request is to create consistency between the existing and proposed community center property use and the zoning district and future land use designations. The rezoning application was prompted by the city's plans to build a new community center on the site.

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

Staff Finding: As there is already an older community center and recreational facilities on these parcels the only change to living conditions in the neighborhood will be a newer and larger community center building.

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

Staff Finding: Given that the site is already developed as a community center and recreational space, it is not anticipated that the proposed rezoning would create or excessively increase traffic congestion or otherwise affect public safety.

i. The proposed change will create a drainage problem.

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

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

Staff Finding: Any new construction would be required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced.

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

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. The construction of a new community center may raise the value of neighboring parcels to some extent.

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

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property.

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

Staff Finding: The proposed change will not constitute a grant of special privilege to the property owner (The City of Cocoa) as contrasted with the public welfare. The public welfare is

the primary business of the City.

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

Staff Finding: The C-W district is "intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions". This is incompatible with the surrounding low density residential land use. The remaining portions of the parcels are already developed with the community center and recreational uses. Redevelopment of the parcels with single family residences, as allowed by the RU-1-7 district, would deprive the community of a much needed and desired community asset.

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

Staff Finding: The proposed rezoning is not out of scale with the needs of the area. It will allow the creation of a new community center on the subject property to serve the needs of the surrounding neighborhood and the City.

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

Staff Finding: The site is already developed as a community center. The neighboring community has strongly voiced its support for a new community center to be built on this same property and has rejected the relocation of the center to another site outside the existing neighborhood.

Consistency with Comprehensive Plan Policies and Objectives

The proposed Institutional zoning designation is consistent with the allowable uses under the "Recreation and Open Space" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

This site will not require any new or additional facilities that would require a concurrency application or mitigation.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The proposed Zoning Map Amendment was heard at the March 6, 2019 Planning and Zoning meeting. The P&Z Board recommended approval of the Zoning Map Amendment.

City Council approved First Reading of Ordinance 01-2019: A Zoning Map Amendment consistent with Appendix A. Zoning, Article XXII, to change the Zoning Map designation for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional) at the March 13, 2019 City Council meeting.

RECOMMENDED MOTION:

Pass on Second/Final Reading Ordinance 01-2019: A Zoning Map Amendment consistent with Appendix A. Zoning, Article XXII, to change the Zoning Map designation for two parcels of land (approximately 3.23 acres) from C-W (Wholesale Commercial) and RU-1-7 (Single-Family Residential) to INST (Institutional).l

ORDINANCE NO. 01-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY ON WHICH THE CURRENT DR. JOE LEE SMITH COMMUNITY CENTER IS LOCATED, TOTALING 3.23 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF STONE STREET AND WEST OF WASHINGTON STREET, APPROXIMATELY 0.10 MILES WEST OF US 1, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT AA@ ATTACHED HERETO, FROM C-W (WHOLESALE COMMERCIAL) AND RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

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

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

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

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

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of

Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Wholesale Commercial ("C-W") and Single-Family Residential ("RU-1-7") to Institutional ("INST@) for the real property depicted and legally described on **Exhibit AA,@** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. Effective Date. This ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

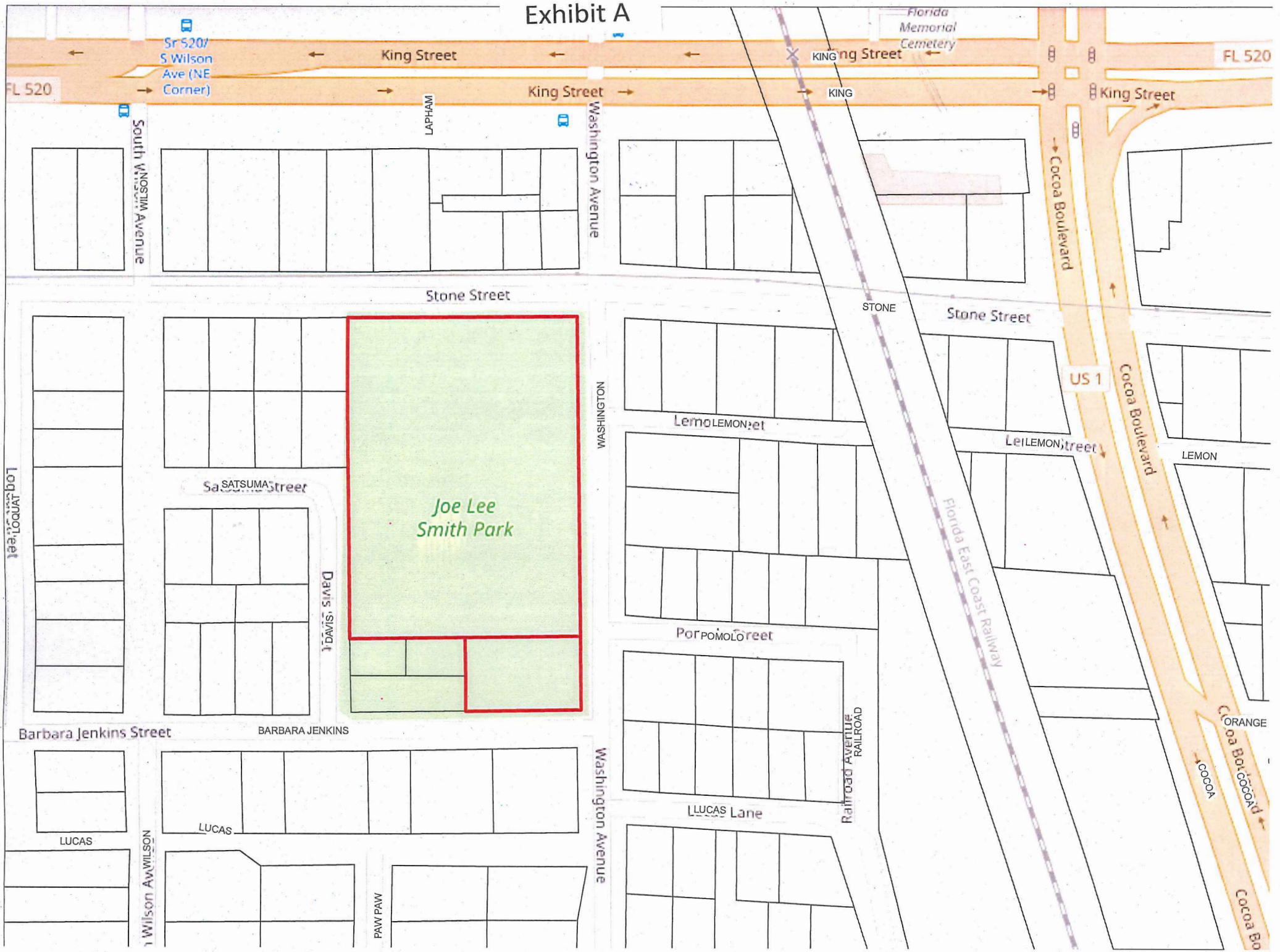
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of_____, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Exhibit A


Florida Memorial Cemetery
Sr 520/ S Wilson Ave (NE Corner)
King Street
FL 520
KING
LAPHAM
South Wilson Avenue
Washington Avenue
Cocoa Boulevard
Stone Street
STONE
US 1
Joe Lee Smith Park
WASHINGTON
LEMON
Lemon Street
Pomelo Street
SATSUMA
DAVIS
Florida East Coast Railway
Railroad Avenue
RAILROAD
Barbara Jenkins Street
BARBARA JENKINS
LUCAS
Lucas Lane
ORANGE
COCOA
PAW PAW

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

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

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003441588
Pymt Method Invoice
Net Amt: $167.76

Run Times: 1

No. of Affidavits: 1

Run Dates: 03/27/19

Text of Ad:

AD#3441588, 3/27/2019
CITY OF COCOA
NOTICE OF ZONING CHANGE
NOTICE IS HEREBY GIVEN THAT
THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE
FOLLOWING ORDINANCE:

ORDINANCE 01-2019
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF TWO (2) PARCELS OF REAL PROPERTY ON WHICH THE CURRENT DR. JOE LEE SMITH COMMUNITY CENTER IS LOCATED, TOTALING 3.23 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE SOUTH SIDE OF STONE STREET AND WEST OF WASHINGTON STREET, APPROXIMATELY 0.10 MILES WEST OF US 1, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM C-W (WHOLESALE COMMERCIAL) AND RU-1-7 (SINGLE-FAMILY RESIDENTIAL) TO INST (INSTITUTIONAL); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL SECOND READING
PUBLIC HEARING
WILL BE HELD ON
WEDNESDAY, APRIL 10, 2019
AT 6:00 P.M.
OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS
LOCATED AT
65 STONE STREET, COCOA, FL

Said ordinance may be inspected by the public at the City Clerk's Office, located at 65 Stone Street, Cocoa, Florida, prior to the public hearings. Interested members of the public may appear at the public hearings and be heard with respect to the proposed ordinance.

The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising. Any person who decides to appeal any decision of the City Council with respect to any matter considered at these meetings will need a record of the proceedings and, for such purposes, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

SPECIAL ACCOMMODATIONS: Persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk's Office at (321) 433-8484 no later than 48 hours prior to the proceeding for assistance.

Legislation Details (With Text)

File #:	19-115	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	3/11/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2019-2020 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 22, 2019. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A Public Hearing Ad 3-14-19 Rankings by Committee				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2019
Agenda Date: April 10, 2019
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2019-2020 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 22, 2019.

BACKGROUND:

For FY2019-2020, the City anticipates receiving $179,889 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $71,828 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation

financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities. Eight (8) percent is available for staff administration and the remaining allocation towards eligible HOME activities (Two (2) percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. A one (1) year Action Plan must be completed and submitted to HUD through Brevard County, Consortium's lead entity, addressing those needs. Prior to submittal, a 30-day public comment period and a second public hearing must be conducted. The FY2019-2020 Action Plan must be submitted to Brevard County by June 19, 2019 for submission to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated requests, four (4) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Charlene Neuterman, Deputy Community Services Director; Ellen Heuser, Housing Program Manager; Anthony Hagan, Grants Administrator; and Christine Kuhn, Staff Accountant.

Proposals were reviewed and evaluated according to the criteria below:

A. Introduction (maximum of 10 points)
B. Demonstration of Need (maximum of 15 points)
C. Description of Target Clientele (maximum of 10 points)
D. Measurable Outcomes (maximum of 5 points)
E. Consolidated Plan Consistency (maximum of 10 points)
F. Organizational Capacity and Capability (maximum of 15 points)
G. Leveraging (maximum of 10 points)
H. Financial Capacity (maximum of 20 points)
I. Past Performance (+5 to -20 points)

The four (4) agencies that requested CDBG public service dollars were ranked by committee members as follows:

AGENCY NAME:	Charlene Neuterman	Ellen Heuser	Anthony Hagan	Christine Kuhn	**TOTAL POINTS:**	**AVERAGE SCORE:**
Community Services Council	99	100	88	20	307	76.75
Central Brevard Sharing Center	99	100	86	20	305	76.25
Salvation Army	88	98	80	20	286	71.5
Victory Kids Sports	74	68	56	16	214	53.5

* Christine Kuhn, Staff Accountant only reviewed and ranked Financial Capacity.

Of the four (4) proposals submitted, four (4) requested public service funds related to the CDBG Program. The total amount of funds requested was $36,000 and the City will have approximately $35,778 available to support public services. As contained in the Request for Proposals, the minimum amount of funding per any CDBG public service agency is $5,000.

One non-public services proposal was submitted by Abilities, Inc. for the rehab of rental units for persons with disabilities. City staff has requested funds for the repayment of the Section 108 Loan (if approved) and Park Improvements as well.

Based on thorough review of each agency's proposal and financial statements, the committee's recommendations are as follows:

CDBG Public Services - Maximum 15% allowed $35,778			
Name of Agen	**Description of provided**	**Amount Requested**	**Amount Recommended**
Community Ser Brevard - Senio Program.	Provide 9,195 v meals to 91 frai seniors.	$8,000	$12,000*
Central Brevard Center	Provide daily nu low/mod income	$10,000	$14,778*
The Salvation A Central Brevard	Provide daily nu provide basic n residents of the shelter.	$5,000	$9,000*
Victory Kids Sp	Provide a Phys 40 youths	$13,000	$0.00
CDBG Other/Public Improvements - $108,134			
Abilities, Inc.	Rehabilitation of substandard r	$258,925.52	$0
Park Improvem	Park improvements to Dr. Joe L	$58,134	$58,134*
Section 108 Lo Program	Repayment of Section 108 Loa	$50,000	$50,000
CDBG Administration - 20% - $35,977			
City Staff			$34,977*
Fair Housing			$1,000
Total CDBG Admin			$35,977
Total CDBG Allocation			***$179,889***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration - 8% - $5,746*			
City Staff			$5,746*
HOME CHDO & Housing Set Aside - $52,123*			
CHDO Housing Activ	15% Mandatory CHD		$10,774*
Housing and CHDO	Housing Activities	$55,308	$55,308*
Total HOME Allocation			***$71,828***
****Any increase or decrease in funding will be deducted from the award.***			

After review of the Victory Kids Sports Program application the staff review committee is not recommending funding for this Agency. Also, staff is not recommending funding for Abilities, Inc., in order to provide needed park improvements at Dr. Joe Lee Smith Park and for the repayment of the Section 108 Loan (if approved).

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY2019-2020 CDBG and HOME Program funding. Upon City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held on May 22, 2019.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

No budgetary impact in FY2018-2019, funds shall be budgeted in FY2019-2020.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2019-2020 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 22, 2019.

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

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003433852
Pymt Method Invoice
Net Amt: $65.68

Run Times: 1

No. of Affidavits: 1

Run Dates: 03/14/19

Text of Ad:

AD#3433852, 3/14/2019
NOTICE OF PUBLIC HEARING
CITY OF COCOA

The City of Cocoa anticipates receiving approximately $179,889 in Community Development Block Grant (CDBG) funds and approximately $71,828 in HOME Investment Partnership funds for Program Year 2019-2020. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance.

The Cocoa City Council will hold a public hearing on Wednesday, April 10, 2019 at 6:00 pm. in the Council Chambers, located at 65 Stone Street to obtain citizen input and comments on housing and community development needs and to approve recommendations on FY 2019-2020 CDBG & HOME program funding.

Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ibis Berardi, Housing Program Manager at the City of Cocoa at (321) 433-8520 within 48 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing.

FY 2019/2020

AGENCY NAME: **PUBLIC SERVICES**	Anthony Hagan	Ellen Heuser	Christine Kuhn Financial Review only	Charlene Neuterman	**TOTAL POINTS**	**AVERAGE SCORE**
Central Brevard Sharing Center	86	100	20	99	305	76.25
Community Services Council	88	100	20	99	307	76.75
Salvation Army	80	98	20	88	286	71.5
Victory Kids Sports	56	68	16	74	214	53.5

AGENCY NAME: **OTHER IMPROVEMENTS**	Anthony Hagan	Ellen Heuser	Christine Kuhn	Charlene Neuterman	**TOTAL POINTS:**	**AVERAGE SCORE:**
Abilities at Windover-Rental Rehab for Disabled Persons	60	61	20	83	224	56

Legislation Details (With Text)

File #:	19-123	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/21/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve on Second and Final Reading Ordinance No. 02-2019: Amending City Code Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane). (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 02-2019 Fire Protection Amendments.pdf ORDINANCE NO. 02-2019OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 21, 2019
Agenda Date: April 10, 2019
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Approve on Second and Final Reading Ordinance amending City Code Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane).

BACKGROUND:

Approved on first reading 5-0.

After reviewing the findings of fire inspections throughout the City over the last two years and an analysis of the City Code of Ordinances the Fire Chief is recommending several changes to the City Code of Ordinances as follows:

Chapter 3.5, Section 3.5-5 Inspection and approval of system plans and equipment 1. Requires fire alarm systems, including devices and appliances be installed, tested and maintained in accordance with NFPA 71 National Fire Alarm and Signaling Code (Where required by occupancy type and/or square footage). 2. Fire alarms supervised by a central station shall be tested and maintained in accordance with NFPA 72, providing labeling and contact numbers (Where required by occupancy type and/or square footage). 3. Requires fire alarm signal received at central station to be verified and reported to emergency dispatch center within 90 to 120 seconds. 4. Requires building or business owner's authorized representative to respond within 45 minutes of alarm notification. 5.

Requires a service directory, copy of current and past years records of testing and maintenance be on premises in an approved location and binder. 6. Provides that a key lock box may be required, maximum height for key box, must be UL listed and approved by Authority Having Jurisdiction (AHJ).

Section 3.5-8. Response to alarms: corrective actions: reports required: fees charged. c. Sets the rate schedule for fire department response to false alarms beginning with the third false alarm.

Section 3.5-9. Penalties (c.) Requires a fire watch to be established for failure to repair an inoperable or nuisance required fire alarm system.

Chapter 6 Building Construction and Property Regulations a. thru e. sets language for address number height, type and location in single and multi-unit buildings.

Chapter 13.5-32 Outdoor Fires, sets language restricting outdoor fires, defines type and size of containers that can be used for outdoor fires, defines a bonfire, allows for an open burning permit to be required AHJ.

Chapter 20 Traffic, Article III. Stopping, Standing and Parking - Section 20-52. Prohibits parking or obstruction within any designated fire lane on public or private property.

STRATEGIC PLAN CONNECTION:

Public Safety - Life safety inspections help protect the lives of our firefighters, citizens and visitors to our community.

BUDGETARY IMPACT:

With the implementation of the Fire False Alarm Fees, the budgetary impact to General Fund Revenues is unknown at this time. Should there be substantial revenues collected, staff will return to City Council to Amend the FY19 Budget.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve on Second and Final Reading Ordinance amending City Code Chapter 3.5 Alarm Systems, Alarm Fees, Penalties, Chapter 6-502 Owners to Post Numbers, Chapter 13.5 Outdoor Fires and Chapter 20 Traffic (fire lane).

ORDINANCE NO. ____-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SEVERAL PROVISIONS OF THE CITY CODE REGARDING FIRE PREVENTION ACTIVITIES AND MATTERS AFFECTING THE RESPONSIBILITIES OF THE FIRE DEPARTMENT INCLUDING ALARM SYSTEMS, OPEN FIRES, NUMBERING OF BUILDINGS, FIRE LANES, AND OTHER MATTERS PERTAINING TO FIRE PREVENTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, numerous provisions of the City Code pertain to fire prevention activities and matters that affect the City's fire department; and

WHEREAS, the City's Fire Chief has identified several provisions of the existing City Code that his department is recommending be updated as more specifically set forth in this Ordinance; and

WHEREAS, upon recommendation from the City's Fire Chief, the City Council finds that this Ordinance is in the best interests of the public health, safety and welfare of the citizens of Cocoa.

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

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

Section 2. **Amendments Chapter 3.5 of the City Code.** The City of Cocoa Code of Ordinances, Chapter 3.5 – Alarm Systems 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 3.5. It is intended that the text in Chapter 3.5 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 3.5 – ALARM SYSTEMS

*** * ***

Sec. 3.5-5. - Inspection and approval of system plans and equipment.

(a) No alarm system shall be installed within the city unless same is "underwriters laboratory approved" or equivalent as determined by the chief building inspector, prior to installation of the system.

(b) In the case of fire alarm system or devices, the following additional requirements shall be complied with:

~~(1) Fire alarm devices shall be subject to approval by the fire marshal.~~

~~(2) Plans and specifications for all fire alarm and sprinkler system supervision shall be submitted to the fire marshal and chief building inspector, prior to installation.~~

(1) Fire alarm systems, including all devices and appliances shall be installed, tested and maintained in accordance with NFPA 72 National Fire Alarm and Signaling Code.

(2) All fire alarm systems supervised by a central station shall be tested and maintained in accordance with NFPA 72 National Fire Alarm and Signaling Code. Central station shall provide and label the fire alarm panel a toll-free number, by which the fire department can contact the central station.

(3) Fire alarm signal received from the supervised station shall be verified and reported to the emergency dispatch center within 90 seconds to 120 Seconds.

(4) The supervised central station shall have a responsible person such as the building owner or business owner’s authorized representative respond to the protected premises within 45 minutes upon notification.

(5) Service directory, including names and phone numbers who are responsible for the building and fire alarm system, copy of current and past year records of testing and maintenance shall be located in an approved three-ring book or located inside a document cabinet located near the fire alarm panel or at a location acceptable to the AHJ.

(6) Key box may be required by the police and/or fire department and located no higher than 6 feet from ground level. UL Key box shall be used and approved by the authority having jurisdiction.

* * *

Sec. 3.5-8. - Response to alarms; corrective actions; reports required; fees charged.

(a) For each response by the city police/department of fire rescue to an alarm, the department will cause a report to be filed, classifying the alarm as one (1) of the following:

(1) False alarm or system test with no notification.

(2) Valid alarm for cause designated.

(b) Upon the reception of a second false alarm within three (3) months the city police/department of fire rescue shall issue a written warning notice to the owner or lessee of the premises involved. The owner or lessee shall file a written report with the city police/department of fire rescue within five (5) working days indicating any and all measures taken to reduce false alarms.

(c) To defray the cost of responding to false alarms, the property owner or lessee of an alarm system shall pay to the city the following sums, as shown in the below schedule~~., for each occasion that the alarm system is activated and responded to by the police and/or fire divisions in any of the following cases:~~

~~*False Alarm*~~	~~*Fee*~~

False Alarm Fee	**Police**	**Fire**
Alarm resulting from weather conditions:	No Charge	No Charge
First call in calendar year:	No Charge	No Charge
Second call in calendar year:	No Charge	No Charge
Third call in calendar year:	$50.00	$100.00
Fourth call in calendar year:	$60.00	$125.00
Fifth call in calendar year:	$70.00	$150.00
Sixth call in calendar year:	$80.00	$200.00
All additional alarms:	$100.00	$250.00

~~Alarm resulting from weather conditions ..... No charge~~

~~First call in calendar year ..... No charge (verbal warning)~~

~~Second call in calendar year ..... No charge (written warning)~~

~~Third call in calendar year ..... $50.00~~

~~Fourth call in calendar year ..... 60.00~~

~~Fifth call in calendar year ..... 70.00~~

~~Sixth call in calendar year ..... 80.00~~

~~All additional calls ..... 100.00~~

(d) Upon failure of an owner or lessee of a premises to pay a fee specified within ten (10) days, the chief of police/fire chief shall be authorized to disconnect or order the disconnection of the alarm system, and it shall be unlawful to reconnect or fail to disconnect such alarm system unless and until appropriate corrective action has been taken and such connection of an alarm system is authorized by the chief of police/fire chief. No disconnection or deactivation shall be ordered or made as to any premises required by law to have an alarm system in operation. The owner or lessee shall be responsible for all costs incurred in collecting the service fee including attorney's fees.

Sec. 3.5-9. - Penalties.

(a) It shall be unlawful for any person to violate or fail to comply with any of the provisions of this chapter and any violator shall be subject to the penalties provided in this chapter including fees for false alarms, disconnection of alarms, administrative costs and attorney's fees to enforce this chapter.

(b) Failure to correct malfunctions or pay such fines as applicable by this chapter will result in the police ~~or fire~~ department not being required to respond to the alarm location.

(c) Failure to make repairs to a nuisance or inoperable required fire alarm system shall require the property owner to establish an approved fire watch person(s) to remain at the faulty alarm location-building for 24 hours a day until such time the alarm system is repaired or as deemed necessary by the fire official. Failure to establish a fire watch person in a timely manner may result in the business being closed by the authority having jurisdiction until such time the alarm system is repaired.

Section 3. Amendments Chapter 6 Buildings, Construction and Property Regulations of the City Code. The City of Cocoa Code of Ordinances, Chapter 6 Buildings, Construction and Property Regulations 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 6. It is intended that the text in Chapter 6 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 6 – BUILDING, CONSTRUCTION AND PROPERTY REGULATIONS

*** * ***

DIVISION 5. – NUMBERING OF BUILDINGS

*** * ***

Sec. 6-502. - Owners to post numbers; number height.

~~It shall be the duty of the owner of any building facing, abutting, opening upon, or having its main entrance from any street, avenue, court, alley or drive in the city to have affixed to such building or paneled upon glass or some metallic surface suitable numbers composed of figures not less than three (3) inches in height, and the numbers thereof shall conform to and be in accordance with the system referred to in section 6-501.~~

(a) Address numerals shall be posted for all new and existing buildings and position to be plainly legible and visible from the street, road fronting the property.

(b) Building numbers shall be contrast in color with background, no higher than 15 feet from the ground level and no lower than 6 feet from ground level, be Arabic numbers and not less than four (4) inches in height for single-family and duplex residential structures and (6) inches or higher in height for apartment buildings, commercial, and other buildings, structures, or portions thereof.

(c) In multi-unit buildings that can be accessed from the rear. Address and/or unit numbers shall be posted at the rear of the building to identify the tenant space and building with (6) inch in height numbers.

(d) When property layout, landscaping, or driveway design limits visibility of the building and or address numbers, additional signs shall be posted to identify buildings or direction of travel to reach buildings. Numbers shall be a minimum of 6 inches in height.

(e) In multi-unit buildings, two stories and up, directional unit identification signs shall be posted outside of each elevator/stairwell. This will apply only when there is an option for direction of travel.

* * *

Section 4. Amendments Chapter 13.5 - Nuisances of the City Code. The City of Cocoa Code of Ordinances, Chapter 13.5 – Nuisances 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 13.5. It is intended that the text in Chapter 13.5 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 13.5 – NUISANCES

*** * ***

ARTICLE III. – OUTDOOR FIRES

Sec. 13.5-32 - Outdoor Fires.

The City Council finds that outdoor fires may pose a public nuisance if not adequately controlled. It shall be unlawful for a person to ignite or maintain on property an outdoor fire unless in

compliance with the provisions of this section.

(a) Outdoor burning of trash, debris or similar articles shall not be permitted in any zoning district.

(b) Outdoor fires used for the purpose for pleasure, religious, ceremonial, cooking, warmth or similar purposes shall be allowed in backyard of residential zoning districts.

(c) Portable, outdoor, or solid-fuel burning fireplace constructed of steel, concrete, clay or other non-combustible material, with a total fuel area of 3 feet or less and 2 feet or less in height shall be used.

(d) Such outdoor fire shall not be located within 15 feet of any structure or combustible material. The outdoor fire must be attended at all times by an adult with a garden hose connected to a reliable water supply readily available to extinguish the fire if necessary.

(e) Bonfire is a fire that does not fall within the classification of recreational fire or a fire in a portable outdoor fireplace and requires an open burn permit issued by the fire department.

(f) A Fire Official or authority having jurisdiction may at any time require the immediate extinguishment of any outdoor fire which is a public nuisance or hazardous condition or not in compliance with this section. Upon notice from the fire official or authority having jurisdiction, the person responsible for the open fire shall immediately extinguish the fire or the fire department may extinguish the fire in furtherance of protecting public safety.

(g) Open Burn Permit may be required for any outdoor fire should the fire official or authority having jurisdiction deem it is necessary to protect public safety. Failure to conduct an open burn without a required permit shall be a violation of this section.

Secs. 13.5-3~~2~~-3-13.5-50. – Reserved.

Section 5. **Amendments Chapter 20 – Traffic of the City Code.** The City of Cocoa Code of Ordinances, Chapter 20 – Traffic 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. It is intended that the text in Chapter 20 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

CHAPTER 20 – TRAFFIC

* * *

ARTICLE III. – STOPPING, STANDING AND PARKING

* * *

Sec. 20-52. - Same—Prohibited in certain area or spaces.

(a) Within the incorporated areas of the city, except when necessary to avoid conflict with other traffic, or in compliance with law, or the directions of a city police officer, parking enforcement specialist, fire official, other law enforcement officer, or official traffic-control device, no person shall:

* * *

(2) Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

a. In front of a public or private driveway;

b. Within fifteen (15) feet of a fire hydrant;

c. Within twenty (20) feet of a crosswalk at an intersection;

d. Within thirty (30) feet upon the approach to any flashing signal, stop signal or official traffic-control device located at the side of a roadway;

e. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance;

f. And any place where an official traffic-control device prohibits standing;

g. Within thirty (30) feet of the nearest rail of a railroad crossing unless the city or the Florida Department of Transportation establishes a different distance due to unusual circumstances;

h. At any place where an official traffic-control device prohibits or restricts parking, or in excess of time periods authorized by such device;

i. Along or adjacent to any curb painted red or yellow, or across the delineated boundaries of a public place.

j. Within or to obstruct any designated fire lane on public property or private property.

* * *

Section 6. 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 7. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and

like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 8. **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 9. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

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

_____
JAKE WILLIAMS, JR., Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

FLORIDA TODAY
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Classified Ad Receipt
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Customer: CITY OF COCOA (TE)

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0003461706
Pymt Method Invoice
Net Amt: $253.56

Run Times: 1

No. of Affidavits: 1

Run Dates: 03/31/19

Text of Ad:

AD#3461706, 3/31/2019
CITY OF COCOA
NOTICE OF PUBLIC HEARING

April 10, 2019

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, April 10, 2019, 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. 02-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SEVERAL PROVISIONS OF THE CITY CODE REGARDING FIRE PREVENTION ACTIVITIES AND MATTERS AFFECTING THE RESPONSIBILITIES OF THE FIRE DEPARTMENT INCLUDING ALARM SYSTEMS, OPEN FIRES, NUMBERING OF BUILDINGS, FIRE LANES, AND OTHER MATTERS PERTAINING TO FIRE PREVENTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT 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 insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

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

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

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

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

Dated this the 14th day of March, 2019.
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-60	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	2/6/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final Presentation to Commission				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 25, 2019
Agenda Date: April 10, 2019
Prepared By: Anne Folsom Quesada, Accounting Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018.

BACKGROUND:

In October of 2018, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2018. In February of 2019, the accounting firm of Moore Stephens Lovelace CPAs & Advisors (MSL) conducted field work for the audit and the report was completed in March 2019.

The results of the FY2018 audit and financial reports will be presented to the City Council by Joel Knopp, Shareholder of MSL, in conjunction with this agenda.

STRATEGIC PLAN CONNECTION:

The CAFR is a tool providing City staff and stakeholders with valuable financial and other information necessary to plan and make informed financial decisions to provide for high levels of municipal services while maintaining fiscal sustainability.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2018.

MSL

MOORE STEPHENS LOVELACE CPAs & ADVISORS

CITY OF COCOA, FLORIDA

REQUIRED AUDITOR COMMUNICATIONS
FISCAL YEAR ENDED SEPTEMBER 30, 2018

Presented by:
Joel Knopp, CPA
Shareholder

MSL MOORE STEPHENS LOVELACE CPAs & ADVISORS

AUDIT OVERVIEW

Required Communications

- **Auditor Responsibilities**
- **Management Responsibilities**
- **Internal Controls and Compliance**
- **Significant Matters**
- **Management Representations**
- **Assigned Individual for Oversight**
- **Audit Schedule**

Services and Deliverables

Auditor's Report on Financial Statements (Pages 15 - 16)

- **Unmodified Opinion**

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 181-183)

- **One internal control deficiency related to bank reconciliations**

Services and Deliverables *(Continued)*

Auditor's Management Letter (Pages 185-186)

- No management letter comments

Independent Accountant's Report (Page 187)

- No compliance findings

MSL MOORE STEPHENS LOVELACE CPAs & ADVISORS

FINANCIAL HIGHLIGHTS

City-Wide Analysis (Pages 30-31)

	Governmental Activities		Business-type Activities	
	2018	2017	2018	2017
Current Ratio	14.0	12.9	3.2	2.8
Total Assets & Def Outflows	$102.4M	$101.0M	$272.1M	$263.8M
Total Liabilities & Def Inflows	$72.6M	$64.1M	$115.8M	$111.4M
Total Net Position:				
Net Investment in Capital Assets	$28.9M	$19.3M	$138.3M	$132.7M
Restricted	0.7M	0.3M	11.2M	12.4M
Unrestricted	0.2M	17.4M	6.7M	7.3M
Unrestricted NP as a % of Total Expenses	0.5%	47.4%	0.1%	0.2%
Change in Net Position	$(0.5M)	$0.3M	$12.0M	$13.0M

General Fund (Pages 32 and 34)

	2018	2017
Total Assets	$37.1M	$36.5M
Total Liabilities & Def Inflows	$4.3M	$4.3M
Fund Balance:		
Nonspendable	$1.8M	$0.3M
Committed	11.4M	10.4M
Assigned	14.5M	11.6M
Unassigned	5.1M	9.9M
Total Fund Balance	$32.8M	$32.2M
Unassigned FB as a % of Total Expenditures and Transfers Out	15.4%	29.1%
Net Change in Fund Balance	$0.6M	$(0.8M)

General Fund Budget (Pages 113-115)

	Budget	Actual	Positive (Negative)
Resources:			
Beginning Fund Balance	$32.2M	$32.2M	
Total Revenues & Transfers In	32.6M	34.0M	$1.4M
Total Resources	64.8M	66.2M	
Total Expenditures & Transfers Out	38.8M	33.4M	5.4M
Ending Fund Balance	$26.0M	$32.8M	
Net Change in Fund Balance	$(6.2M)	$0.6M	$6.7M

Proprietary Fund (Pages 36-39)

Utility Fund	2018	2017
Total Assets & Def Outflows	$265.9M	$258.0M
Total Liabilities & Def Inflows	115.0M	110.5M
Net Position:		
Net Investment in Capital Assets	133.3M	128.2M
Restricted	11.2M	12.4M
Unrestricted	6.3M	6.9M
Total Net Position	150.8M	147.5M
Total Operating Revenues	$62.4M	$59.7M
Total Operating Expenses	43.9M	42.2M
Operating Income	$18.5M	$17.5M

Questions or Comments



Legislation Details (With Text)

File #:	19-133	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	3/28/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Request City Council direction regarding the landscaped medians on Highway U.S. 1 and S.R. 520. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 29, 2019
Agenda Date: April 10, 2019
Prepared By: Michael Giorgio Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Request City Council direction regarding the landscaped medians on Highway U.S. 1 and S.R. 520

BACKGROUND:

In 2013 the City of Cocoa completed a project to landscape the medians on S.R. 520 with a Landscape grant from the Florida Department of Transportation (FDOT). This work included installing various Palm and Crepe Myrtle trees as well as 3,000 various plants, irrigation and mulch. Additionally, the widening of Highway U.S.1 from the southern city limit to S.R. 528 in 2010 and 2015 included 244 new Palm and Crepe Myrtle trees, as well as 25,667 various plants, irrigation systems and mulch.

While the landscaped medians are aesthetically pleasing, these areas have been difficult to maintain. Due to staffing limitations, Public Works has historically contracted median maintenance work consisting of weeding, trimming, edging and mowing out to contractors. Numerous low-bid contractors, however, have failed to maintain these areas to city standards. This has resulted in the City severing the contract. In addition, the aftermath of Hurricane Irma proved to be very lucrative for landscaping companies performing clean up activities. After the loss of the contract and the time to procure another a significant overgrowth occurred.

Finding a qualified contractor to perform the work within the budgetary restrictions has been a challenge and bringing on a new contractor mid-year requires additional time for contract bidding and award. Increased herbicide usage to control weeds where mulch is thin can result in weakening

desirable plants. Over time, numerous plants have died due to weakening from weeds pests and disease.

Public Works staff is requesting direction from City Council and is presenting two options for consideration:

Option 1 - Replace all the all the landscaping as it originally was designed when the projects were completed. Staff estimates this contract work will cost approximately $160,000. This option would include replacement of approximately 12,900 plants at an installed cost of $4 to $55 each and complete mulching at $58,000. Annual Contract maintenance should remain at the current level of $127,000 and required mulching every two years would be required

Option 2 - Consolidate and reduce the areas of landscaped median areas and replace missing plants as needed, remove sparse areas of smaller plants, relocate existing healthy plants and sod the remaining area. This option will reduce future maintenance costs. Staff estimates this option will cost approximately $80,000. This option would include replacing and/or relocating approximately 5,000 plants, and complete mulching at $40,000. Future maintenance costs should be reduced due to reduced planting areas that have to be maintained. This could be revisited in future years to determine if the changes meet expectations.

It is recommended that council approve Public Works staff to move forward with Option 2. Contracts will be prepared for bidding and construction as soon as possible. Currently this project is not funded. For the work to be started this FY, contracts would have to be funded from reserve accounts through a Budget Adjustment Form presented to City Council for approval on a future agenda item.

STRATEGIC PLAN CONNECTION:

Highway U.S. 1 and S.R. 520 are the major north/south routes through the City of Cocoa. Landscaped medians are aesthetically pleasing and enhance the overall appearance of the city.

BUDGETARY IMPACT:

Not at this time

PREVIOUS ACTION:

Previous councils have approved the S.R. 520 Landscape project as well as the U.S. 1 project

RECOMMENDED MOTION:

Request City Council direction regarding the landscaped medians on Highway U.S. 1 and S.R. 520

Legislation Details (With Text)

File #:	19-109	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/7/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2019. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution FOM Stabilization Reserve Change April 10 2019				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 7, 2019
Agenda Date: April 10, 2019
Prepared By: Anne Folsom Quesada, Accounting Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2019.

BACKGROUND:

In October 2010, the City Council established a Fund Balance Reserve Policy as part of the Financial Operations Manual (FOM). Each fiscal year the City Manager is to recommend to City Council the amount of fund balance that will be committed to a Capital Replacement Reserve and a Stabilization Reserve based on the most recent audited financial statements (CAFR). Changes to the reserves are approved by City Council through a Resolution. Only the City Council can authorize expenditures out of these reserves and increase or decrease the reserve balances.

As part of Committed Fund Balance, the Fund Balance Reserve Policy established a Stabilization Reserve, which targets no less than $9,500,000 or 33% of the total operating expenditures of the General Fund reported in the prior year's CAFR, whichever is greater. The FY2018 CAFR reports total operating expenditures of the General Fund of $31,278,661, 33% of which is $10,321,958. Therefore, the City Manager recommends the Stabilization Reserve be increased by $418,707 for FY2019.

There is no change needed for the Capital Replacement Reserve.

STRATEGIC PLAN CONNECTION:

The Fund Balance Reserve Policy is to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

On October 12, 2010, the City Council approved Resolution No. 2010-137 adopting the FOM, which included the Fund Balance Reserve Policy. On September 27, 2011, the City Council approved Resolution No. 2011-109, approving the commitment of general funds from the fund balance to the Capitalization Replacement Reserve, the Stabilization Reserve, and the Health Insurance Reserve. On August 25, 2015, the City Council approved Resolution No. 2015-050, amending the FOM, which amended the Fund Balance Reserve Policy to remove the Health Insurance Reserve from Committed Fund Balance. On March 28, 2017, the City Council approved Resolution 2017-114, increasing the Stabilization Reserve to $9,591,506. On March 13, 2018, the City Council approved Resolution 2018-016, increasing the Stabilization Reserve to $9,903,251.

RECOMMENDED MOTION:

To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2019.

RESOLUTION NO. 2019- 027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, APPROVING THE COMMITMENT OF FUNDS IN THE GENERAL FUND BALANCE TO INCREASE THE STABILIZATION RESERVE FOR FISCAL YEAR 2019; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND POLICIES, 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, the City's Financial Operations Manual establishes a fund balance reserve policy tailored to the needs of the City to insure against unanticipated events adversely affecting the financial condition of the City and jeopardizing the continuation of necessary public services; and

WHEREAS, the fund balance reserve policy requires the City Manager to establish a Capital Replacement Reserve and a Stabilization Reserve for each budget year based on the most recent audited financial statements (CAFR); and

WHEREAS, the percentage requirement for each reserve is to be appropriated and recommended by the City Manager and approved by the City Council each year; and

WHEREAS, the City Council desires to approve the commitment of funds in the general fund balance to increase the Stabilization Reserve for Fiscal Year 2019; and

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

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

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

SECTION 2. **Approval of Commitment of General Fund Balance.** The City Council of the City of Cocoa hereby approves the recommendation of the City Manager to commit an additional $418,707 to the Stabilization Reserve for Fiscal Year 2019.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by a

court of competent jurisdiction, whether for substantive or procedural reason, such shall not affect the validity of the remaining portion of the Resolution.

SECTION 4. Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions and policies in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida; except, however, the commitment of general fund balance to the Stabilization Reserve shall be retroactive to October 1, 2018 for the purposes of the fiscal year 2019 budget.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	19-143	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/3/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve a Resolution Amending the FY 2019 Budget, pertaining to payroll adjustments, union contract negotiations, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NEW Budget Resolution FY 2019.pdf BAF 19-075-FN-Mid Year Review Amendments (4-10-19) Agenda 19-143 BAF 19-075-FN-Mid Year Review Transfers (4-10-19) Agenda 19-143				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 3, 2019
Agenda Date: April 10, 2019
Prepared By: Lea Taylor, Senior Fiscal Analyst
Through: Rebecca Bowman, Finance Director, MBA, CGFM, CGFO
Requested Action:
Approve a Resolution Amending the FY 2019 Budget, pertaining to payroll adjustments, union contract negotiations, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts.

BACKGROUND:

In FY 2019 after the adoption of the budget, a number of circumstances lead to changes in the budget. These items include, but are not limited to, payroll adjustments, union contract negotiations, and additional unexpected costs. As such, the attached Budget Adjustments are moving the budget to cover the expected deficiencies in the pertinent funds.

At the beginning of FY 2019, City Council granted an equity adjustment to employees that had not previously received an equity adjustment. Due to ratification of the union contracts after the FY 2019 Adopted Budget was already in the adoption process, the equity adjustments were budgeted in the contingency accounts within each fund with the intention of moving the budget to the correct payroll accounts during the fiscal year.

Additional budget transfers are needed within the Water/Sewer Utility Fund (421), to correct budgets

related to the purchase orders which were rolled over into FY 2019.

In addition to the above mentioned budget adjustments, there are several accounting items which need to be addressed; Unifirst (Uniforms) budgets will be transferred from Contract Services to the Operating Supplies account, window tinting for a vehicle, from the Repair and Maintenance account to Repair and Maintenance - Vehicles account, Project WS19CF from the Machinery & Equipment account to the Infrastructure account and Filter Media to the Utilities Department/Dyal Water Treatment Division from the Engineering Division. The Filter Media purchase previously went to City Council on October 24, 2018; Resolution 18-100.

Staff is also requesting to amend the Water/Sewer Fund and Water/Sewer Restricted Assets Fund budgets. The attached Budget Amendment will reduce the use of Water/Sewer Fund Reserves and increase the use of the Water/Sewer Restricted Assets Fund Reserves, due to cash availability in the Water/Sewer Restricted Assets Fund.

Staff requests these City Council approval of the attached Budget Adjustments related to this mid-year review.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

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

Budget Adjustment #19-075 (See attached spreadsheet listing all detailed transactions)

Budget Transfer:

General Fund $279,468
CDBG $1,363
HOME $341
Water/Sewer Fund $310,045
Stormwater $2,251
Series 2018B Capital Projects Fund $16,814
Total Transfers $610,282

Budget Amendment:

Rebecca Please Review the BAF

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2019 Budget, pertaining to payroll adjustments, union contract negotiations, and other miscellaneous transaction through the use of Water/Sewer Fund, Stormwater Fund, and General Fund Contingency/Reserves and other available accounts.

RESOLUTION NO. 2019-028

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2019 - 19-075

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 04/03/19

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 16,814)	421-0000-389.99-50		Fund Bal-Approp. Reserves	$ 29,875,918	$ 5,531,780	$ 5,514,966	$ 5,514,966
$ 506,413	421-0000-389.99-50	WS18AS	Fund Bal-Approp. Reserves	$ 29,875,918	$ 5,514,966	$ 6,021,379	$ 6,021,379
$ 3,906	421-0000-389.99-50	WS18FB	Fund Bal-Approp. Reserves	$ 29,875,918	$ 6,021,379	$ 6,025,285	$ 6,025,285
$ 507,254	421-0000-389.99-50	WS18FM	Fund Bal-Approp. Reserves	$ 29,875,918	$ 6,025,285	$ 6,532,539	$ 6,532,539
($ 506,413)	426-0000-389.99-50	WS18AS	Fund Bal-Approp. Reserves	$ 0	$ 27,227,500	$ 26,721,087	$ 26,721,087
($ 3,906)	426-0000-389.99-50	WS18FB	Fund Bal-Approp. Reserves	$ 0	$ 26,721,087	$ 26,717,181	$ 26,717,181
$ 490,440	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 16,814)	421-4010-581.91-25		Transfer / to Restricted Asset 425	$ 111,194,729	$ 11,194,729	$ 11,177,915	$ 40,611,844
$ 506,413	421-4020-536.63-00	WS18AS	Infrastructure	$ 2,106,413	$ 1,609,762	$ 2,116,175	$ 599,903
$ 3,906	421-4055-536.63-00	WS18FB	Infrastructure	$ 23,508,649	$ 4,544,946	$ 4,548,852	$ 1,547,638
$ 507,254	421-4055-536.63-00	WS18FM	Infrastructure	$ 23,508,649	$ 4,506,490	$ 5,013,744	$ 2,012,530
($ 506,413)	426-4020-536.63-00	WS18AS	Infrastructure	$ 0	$ 1,100,000	$ 593,587	$ 593,587
($ 3,906)	426-4020-536.63-00	WS18FB	Infrastructure	$ 0	$ 593,587	$ 589,681	$ 589,681
$ 490,440	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City is also requesting to amend the Water/Sewer Fund and Water/Sewer Restricted Assets Fund budgets. The attached Budget Amendment will reduce the use of Water/Sewer Fund Reserves and increase the use of the Water/Sewer Restricted Assets Fund Reserves due to cash availability in the Water/Sewer Restricted Assets Fund. Also additional Budget Transfers are needed in the Water/Sewer Utility Fund (421) to shore-up the budget related to the Purchase Order Roll-Over. Agenda 19-143

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/10/19 *RESOLUTION #:* 2019-028

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

4/3/19	Lea Taylor — Digitally signed by Lea Taylor Date: 2019.04.03 12:37:19 -04'00'	4/3/19	Lea Taylor — Digitally signed by Lea Taylor Date: 2019.04.03 12:37:33 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/3/19	Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2019.04.04 13:11:22 -04'00'	4/3/19	Lora Howell — Digitally signed by Lora Howell Date: 2019.04.03 16:32:23 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project	Council Date	Agenda #
			WATER/SEWER FUND							
			UTILITIES							
19-075	421	Amendment	Reducing transfer line due to available cash currently in the 425 fund	Revenues	Fund Bal-Approp. Reserves	421-0000-389.99-50	(16,814)	x	4/10/2019	19-143
19-075	421	Amendment	Reducing transfer line due to available cash currently in the 425 fund	Water Admin.	Transfer / to Restricted Asset 425	421-4010-581.91-25	(16,814)	x	4/10/2019	19-143
19-075	421	Amendment	PO #72635; Move budget back into 421 for FY18 PO Rollover	Revenues	Fund Bal-Approp. Reserves	421-0000-389.99-50	506,413	WS18AS	4/10/2019	19-143
19-075	421	Amendment	PO #72635; Move budget back into 421 for FY18 PO Rollover	Dyal	Infrastructure	421-4020-536.63-00	506,413	WS18AS	4/10/2019	19-143
19-075	421	Amendment	PO #71688; Move some budget back into 421 for FY18 PO Rollover	Revenues	Fund Bal-Approp. Reserves	421-0000-389.99-50	3,906	WS18FB	4/10/2019	19-143
19-075	421	Amendment	PO #71688; Move some budget back into 421 for FY18 PO Rollover	Engineering	Infrastructure	421-4055-536.63-00	3,906	WS18FB	4/10/2019	19-143
19-075	421	Amendment	PO #72151; Move budget into account for FY18 PO Rollover	Revenues	Fund Bal-Approp. Reserves	421-0000-389.99-50	507,254	WS18FM	4/10/2019	19-143
19-075	421	Amendment	PO #72151; Move budget into account for FY18 PO Rollover	Engineering	Infrastructure	421-4055-536.63-00	507,254	WS18FM	4/10/2019	19-143
			WATER/SEWER CAPITAL PROJECTS 2018 BOND FUND							
			UTILITIES							
19-075	426	Amendment	PO #72635; Move Budget back into 421 for FY18 PO Rollover	Revenues	Fund Bal-Approp. Reserves	426-0000-389.99-50	(506,413)	WS18AS	4/10/2019	19-143
19-075	426	Amendment	PO #72635; Move Budget back into 421 for FY18 PO Rollover	Dyal	Infrastructure	426-4020-536.63-00	(506,413)	WS18AS	4/10/2019	19-143
19-075	426	Amendment	PO #71688; Move some budget back into 421 for FY18 PO Rollover	Revenues	Fund Bal-Approp. Reserves	426-0000-389.99-50	(3,906)	WS18FB	4/10/2019	19-143
19-075	426	Amendment	PO #71688; Move some budget back into 421 for FY18 PO Rollover	Dyal	Infrastructure	426-4020-536.63-00	(3,906)	WS18FB	4/10/2019	19-143

City of Cocoa Budget Adjustment Form FY 2019 - 19-075

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 04/03/19

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 279,468)			General Fund	$ 0	$ 0	($ 279,468)	$ 0
($ 1,363)			CDBG Fund	$ 0	$ 0	($ 1,363)	$ 0
($ 341)			Home Fund	$ 0	$ 0	($ 341)	$ 0
($ 310,045)			Water/Sewer Fund	$ 0	$ 0	($ 310,045)	$ 0
($ 2,251)			Stormwater Fund	$ 0	$ 0	($ 2,251)	$ 0
($ 16,814)			W/S Restricted Assest Fund	$ 0	$ 0	($ 16,814)	$ 0
($ 610,282)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 279,468			General Fund	$ 0	$ 0	$ 279,468	$ 0
$ 1,363			CDBG Fund	$ 0	$ 0	$ 1,363	$ 0
$ 341			Home Fund	$ 0	$ 0	$ 341	$ 0
$ 310,045			Water/Sewer Fund	$ 0	$ 0	$ 310,045	$ 0
$ 2,251			Stormwater Fund	$ 0	$ 0	$ 2,251	$ 0
$ 16,814			W/S Restricted Assest Fund	$ 0	$ 0	$ 16,814	$ 0
$ 610,282	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

See attached Spreadsheet. Agenda 19-143

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 04/10/19 *RESOLUTION #:* 2019-028

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

4/3/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.03 12:37:19 -04'00'	4/3/19	Lea Taylor Digitally signed by Lea Taylor Date: 2019.04.03 12:37:33 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
4/3/19	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2019.04.04 13:11:54 -04'00'	4/3/19	Lora Howell Digitally signed by Lora Howell Date: 2019.04.03 16:33:17 -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 #: _____

FY19 Mid Year Review

FY19 Budget Adjustment Tracking Sheet

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project	Council Date	Agenda #
			GENERAL FUND							
			CITY MANAGER OFFICE							
19-075	001	Transfer	Payroll Adjustment	Information Technology	Contingency	001-1600-513.39-00	(6,940)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Information Technology	Life/Health Insurance	001-1190-574.23-00	6,940	x	4/10/2019	19-143
			FINANCE							
19-075	001	Transfer	Payroll Adjustment	General Accounting	Regular Salaries & Wages	001-1500-513.12-00	(4,495)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	General Accounting	Accrual Payouts	001-1500-513.12-12	187	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	General Accounting	Retirement Contributions	001-1500-513.22-00	3,715	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	General Accounting	Cafeteria Plan	001-1500-513.27-00	593	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	General Operations	Contingency	001-1600-513.39-00	(29,133)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	UT Accounting	Other Salaries & Wages	001-1510-536.13-00	22,969	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	UT Accounting	FICA Taxes	001-1510-536.21-00	1,799	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	UT Accounting	Retirement Contributions	001-1510-536.22-00	3,037	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	UT Accounting	Cafeteria Plan	001-1510-536.27-00	1,328	x	4/10/2019	19-143
			ADMINISTRATIVE SERVICES							
19-075	001	Transfer	Payroll Adjustment	Human Resources	Regular Salaries & Wages	001-1801-513.12-00	(1,558)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Human Resources	Accrual Payouts	001-1801-513.12-12	1,558	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	General Operations	Contingency	001-1600-513.39-00	(20,144)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	City Clerk	Regular Salaries & Wages	001-1805-513.12-00	10,689	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	City Clerk	FICA Taxes	001-1805-513.21-00	852	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	City Clerk	Retirement Contributions	001-1805-513.22-00	825	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	City Clerk	Life/Health Insurance	001-1805-513.23-00	7,778	x	4/10/2019	19-143
			POLICE							
19-075	001	Transfer	Payroll Adjustment	Police Admin / Operations	Regular Salaries & Wages	001-2100-521.12-00	(25,163)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Police Admin / Operations	Salaries / Contractual	001-2100-521.12-06	1,660	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Police Admin / Operations	Accrual Payouts	001-2100-521.12-12	21,443	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Police Admin / Operations	Special Pay	001-2100-521.15-00	2,060	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Police Communications	Regular Salaries & Wages	001-2101-521.12-00	(7,607)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Police Communications	Accrual Payouts	001-2101-521.12-12	7,607	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Code Enforcement	Regular Salaries & Wages	001-2132-524.12-00	(1,307)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Code Enforcement	Cafeteria Plan	001-2132-524.27-00	1,307	x	4/10/2019	19-143
			FIRE DEPARTMENT							
19-075	001	Transfer	Payroll Adjustment	Fire Administration	Regular Salaries & Wages	001-2200-522.12-00	(1,167)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Fire Administration	Other Salaries & Wages	001-2200-522.13-00	1,167	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Fire Operations	Regular Salaries & Wages	001-2201-522.12-00	(53,720)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Fire Operations	Other Salaries & Wages	001-2201-522.13-00	42,213	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Fire Operations	FICA Taxes	001-2201-522.21-00	11,507	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	General Operations	Contingency	001-1600-513.39-00	(88,112)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Fire Operations	Accrual Payouts	001-2201-522.12-12	88,112	x	4/10/2019	19-143
			COMMUNITY DEVELOPMENT							
19-075	001	Transfer	Payroll Adjustment	PW Administration	Regular Salaries & Wages	001-3200-515.12-00	(11,687)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	PW Administration	Accrual Payouts	001-3200-515.12-12	10,139	x	4/10/2019	19-143

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project	Council Date	Agenda #
19-075	001	Transfer	Payroll Adjustment	PW Administration	Other Salaries & Wages	001-3200-515.13-00	1,548	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Economic Environment	Regular Salaries & Wages	001-3205-559.12-00	(6,656)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Economic Environment	Accrual Payouts	001-3205-559.12-12	6,656	x	4/10/2019	19-143
			PUBLIC WORKS							
19-075	001	Transfer	Payroll Adjustment	Fleet Maintenance	Regular Salaries & Wages	001-3540-519.12-00	(1,926)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	PW Administration	Overtime	001-3500-519.14-00	4	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	PW Administration	FICA Taxes	001-3500-519.21-00	42	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	PW Administration	Cafeteria Plan	001-3500-519.27-00	1,880	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Street Management	Regular Salaries & Wages	001-3510-541.12-00	(135)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Street Management	Clothing / Shoe Allowance	001-3510-541.20-00	135	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Parks & Beautification	Regular Salaries & Wages	001-3520-572.12-00	(585)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Parks & Beautification	Accrual Payouts	001-3520-572.12-12	495	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Parks & Beautification	Clothing / Shoe Allowance	001-3520-572.20-00	90	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Fleet Maintenance	Regular Salaries & Wages	001-3540-519.12-00	(50)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Fleet Maintenance	Clothing / Shoe Allowance	001-3540-519.20-00	50	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Facility management	Regular Salaries & Wages	001-3560-519.12-00	(440)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Facility management	Clothing / Shoe Allowance	001-3560-519.20-00	440	x	4/10/2019	19-143
								x	4/10/2019	
19-075	001	Transfer	Payroll Adjustment	Parks & Beautification	Regular Salaries & Wages	001-3520-572.12-00	(4,614)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Capital Projects Management	Regular Salaries & Wages	001-3580-519.12-00	4,262	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Capital Projects Management	Retirement Contributions	001-3580-519.22-00	352	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Street Management	Life/Health Insurance	001-3510-541.23-00	(14,029)	x	4/10/2019	19-143
19-075	001	Transfer	Payroll Adjustment	Capital Projects Management	Life/Health Insurance	001-3580-519.23-00	14,029	x	4/10/2019	19-143
			COMMUNITY DEVELOPMENT BLOCK GRANT							
			COMMUNITY DEVELOPMENT							
19-075	103	Transfer	Payroll Adjustment	Housing Grants	Regular Salaries & Wages	103-3240-554.12-00	(1,363)	x	4/10/2019	19-143
19-075	103	Transfer	Payroll Adjustment	Housing Grants	Accrual Payouts	103-3240-554.12-12	124	x	4/10/2019	19-143
19-075	103	Transfer	Payroll Adjustment	Housing Grants	Other Salaries & Wages	103-3240-554.13-00	1,239	x	4/10/2019	19-143
			BREVARD COUNTY HOME							
			COMMUNITY DEVELOPMENT							
19-075	104	Transfer	Payroll Adjustment	Housing Grants	Regular Salaries & Wages	104-3240-554.12-00	(341)	x	4/10/2019	19-143
19-075	104	Transfer	Payroll Adjustment	Housing Grants	Accrual Payouts	104-3240-554.12-12	31	x	4/10/2019	19-143
19-075	104	Transfer	Payroll Adjustment	Housing Grants	Other Salaries & Wages	104-3240-554.13-00	310	x	4/10/2019	19-143
			WATER/SEWER FUND							
			FINANCE							
19-075	421	Transfer	Payroll Adjustment	UT Support Services	Regular Salaries & Wages	421-1515-536.12-00	(373)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	UT Support Services	Clothing / Shoe Allowance	421-1515-536.20-00	373	x	4/10/2019	19-143
19-075	421	Transfer	Reverse previous erroneous transfer (Group 2019-01324)	UT Support Services	Contract Services	421-1515-536.34-00	(2,900)	x	4/10/2019	19-143
19-075	421	Transfer	Reverse previous erroneous transfer (Group 2019-01324)	UT Support Services	Contingency	421-4010-536.39-00	2,900	x	4/10/2019	19-143
19-075	421	Transfer	Additional budget for Vehicle Tint	UT Support Services	Repairs & Maintenance	421-1515-536.46-00	(3,162)	x	4/10/2019	19-143
19-075	421	Transfer	Additional budget for Vehicle Tint	UT Support Services	Repairs & Maintenance - Vehicles	421-1515-536.46-03	3,162	x	4/10/2019	19-143

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project	Council Date	Agenda #
19-075	421	Transfer	Relocate Unifirst budget; expense is in Operating Supplies	UT Support Services	Contract Services	421-1515-536.34-00	(4,000)	x	4/10/2019	19-143
19-075	421	Transfer	Relocate Unifirst budget; expense is in Operating Supplies	UT Support Services	Operating Supplies	421-1515-536.52-00	4,000	x	4/10/2019	19-143
			UTILITIES							
19-075	421	Transfer	Reference BAF #19-007; Correct account number	Engineering	Infrastructure	421-4055-536.63-00	(42,362)	WS18FM	4/10/2019	19-143
19-075	421	Transfer	Reference BAF #19-007; Correct account number	Dyal	Infrastructure	421-4020-536.63-00	42,362	WS18FM	4/10/2019	19-143
19-075	421	Transfer	BAF-UT-WS19CF (2-20-19)-FY19	Dyal	Machinery & Equipment	421-4020-536.64-00	(40,611)	WS19VT	4/10/2019	19-143
19-075	421	Transfer	BAF-UT-WS19CF (2-20-19)-FY19	Dyal	Infrastructure	421-4020-536.63-00	40,611	WS19CF	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Admin.	Regular Salaries & Wages	421-4010-536.12-00	(3,046)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Admin.	Accrual Payouts	421-4010-536.12-12	1,677	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Admin.	Clothing / Shoe Allowance	421-4010-536.20-00	600	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Admin.	Cafeteria Plan	421-4010-536.27-00	769	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Dyal	Regular Salaries & Wages	421-4020-536.12-00	(2,325)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Dyal	Accrual Payouts	421-4020-536.12-12	2,110	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Dyal	Clothing / Shoe Allowance	421-4020-536.20-00	215	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Field Operations	Regular Salaries & Wages	421-4025-536.12-00	(3,638)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Field Operations	Accrual Payouts	421-4025-536.12-12	3,328	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Field Operations	Clothing / Shoe Allowance	421-4025-536.20-00	310	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Admin.	Contingency	421-4010-536.39-00	(194,541)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Field Operations	Retirement Contributions	421-4025-536.22-00	194,541	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Engineering	Regular Salaries & Wages	421-4055-536.12-00	(4,033)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Engineering	Accrual Payouts	421-4055-536.12-12	4,033	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Sewer Field Operations	Regular Salaries & Wages	421-4125-536.12-00	(7,518)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Sewer Field Operations	Life/Health Insurance	421-4120-536.23-00	(1,536)	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Reclamation	Regular Salaries & Wages	421-4120-536.12-00	1,413	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Reclamation	Accrual Payouts	421-4120-536.12-12	34	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Reclamation	Other Salaries & Wages	421-4120-536.13-00	3,251	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Reclamation	Clothing / Shoe Allowance	421-4120-536.20-00	127	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Reclamation	Life/Health Insurance	421-4120-536.23-00	1,536	x	4/10/2019	19-143
19-075	421	Transfer	Payroll Adjustment	Water Reclamation	Cafeteria Plan	421-4120-536.27-00	2,693	x	4/10/2019	19-143
			STORMWATER FUND							
			PUBLIC WORKS							
19-075	423	Transfer	Payroll Adjustment	Stormwater Utilities	Contingency	423-3570-538.39-00	(2,251)	x	4/10/2019	19-143
19-075	423	Transfer	Payroll Adjustment	Stormwater Utilities	FICA Taxes	423-3570-538.21-00	447	x	4/10/2019	19-143
19-075	423	Transfer	Payroll Adjustment	Stormwater Utilities	Cafeteria Plan	423-3570-538.27-00	1,804	x	4/10/2019	19-143
			W/S RESTRICTED ASSETS FUND							
			UTILITIES							
19-075	425	Transfer	Reducing transfer line due to available cash currently in the 425 fund	Revenue	Transfer from / Watersewer (421)	425-0000-381.91-21	(16,814)	x	4/10/2019	19-143
19-075	425	Transfer	Reducing transfer line due to available cash currently in the 425 fund	Revenue	Fund Bal-Approp. Reserves	425-0000-389.99-50	16,814	x	4/10/2019	19-143

Legislation Details (With Text)

File #:	19-144	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	4/5/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	To adopt a resolution generally disclaiming the City's public park interests in McFarland Park.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2019-23 McFarland Park				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 5, 2019
Agenda Date: April 10, 2019
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., AICP, ICMA-CM
Requested Action:
To adopt a resolution generally disclaiming the City's public park interests in McFarland Park.

BACKGROUND:

At the regularly scheduled City Council meeting of February 27th, 2019 City Council voted to proceed with considering and adopting a resolution to disclaim any existing unrecorded City public park interest in McFarland Park (4-0) with Councilwoman Koss recused. Upon adoption of this resolution, the resolution will be recorded in the Official Public Records of Brevard County and will ensure the City's existing position regarding its interests in the park is known in future title searches related to Carleton Terrace and the lots therein. As a result, the City will no longer be maintaining the park property for public park purposes and the Carleton Terrace lot owners will be fully responsible for maintaining their private easement over the park lot pursuant to the plat dedication.

It is important to note; the lot does contain on the north and south sides of the lot drainage structures that the City has a responsibility to maintain as part of the stormwater system. Therefore, the resolution further reserves any public utility easement interests the City may have on the McFarland Park due to existing public utilities such as stormwater and drainage.

The City also owns two lots within the Carleton Terrace subdivision and has an interest in common with all other lot owners within Carleton Terrace.

The Resolution was prepared by the City Attorney consistent with the City Council's previous direction and speaks for itself.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

At the regularly scheduled City Council meeting of February 27th, 2019 City Council voted to disclaim any City interest in McFarland Park (4-0) with Councilwoman Koss recused

RECOMMENDED MOTION:

To adopt a resolution generally disclaiming the City's public park interest in McFarland Park.

RESOLUTION NO. 2019-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, REGARDING THE AMENDED PLAT OF CARLETON TERRACE, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, PAGE 61, AND CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 5, PAGE 90; DISCLAIMING, REMISING, AND RELEASING ANY EXISTING UNRECORDED REAL PROPERTY INTEREST THAT THE CITY OF COCOA HAS OR MAY HAVE LEGALLY ACQUIRED IN THE REAL PROPERTY LEGALLY DESCRIBED AS A PARK, LYING BETWEEN BLOCK B AND BLOCK C, AMENDED PLAT OF CARLETON TERRACE, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, PAGE 61, AND CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 5, PAGE 90, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SUBJECT TO AN EXCEPTION AND RESERVATION OF EASEMENT RIGHTS THAT THE CITY MAY HAVE ACQUIRED BY OPERATION OF LAW RELATED TO MAINTAINING EXISTING PUBLIC UTILITY INFRASTRUCTURE; PROVIDING PROVISIONS FOR POLICE AND ZONING POWERS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, RECORDATION AND NOTIFICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the real property subject to this Resolution is legally described as a Park, lying between Block B and Block C, AMENDED PLAT OF CARLETON TERRACE, according to the plat recorded in Plat Book 3, Page 61, and CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida (hereinafter referred to as the "Park"); and

WHEREAS, upon belief that the City of Cocoa owned the Park, the City of Cocoa has operated, maintained and made improvements upon the Park for several decades; and

WHEREAS, the City has also maintained existing public utility improvements within the Park for an extensive period of time including stormwater improvements, and the City desires and intends to continue to maintain, repair, operate, and replace or abandon if necessary, said existing public utility improvements after the adoption of this Resolution; and

WHEREAS, the Park is currently known as McFarland Park; and

WHEREAS, in late 2018, several residents began questioning the City's ownership and use of the Park for public park purposes and as a result, the City researched the issue and obtained a title report from Old Republic National Title Insurance Company, dated

August 24, 2018, which revealed that the City of Cocoa does not have a recorded fee simple, easement or dedication real property interest in the Park; and

WHEREAS, the Amended Plat of Carleton Terrace actually states that the Park is "Dedicated to the Owners of Lots in Carleton Terrace only for park purposes;" and

WHEREAS, the City also could not identify any City records in its own historical archives evidencing that the City was ever conveyed a real property interest in the Park by deed, easement or any other legal instrument; and

WHEREAS, based on the aforesaid information, the City Council now hereby desires to remove any cloud on title related to the Park that the City's historical public park use of the Park may be causing the public by disclaiming, remising, and releasing any existing unrecorded real property interest that the City of Cocoa has or may have legally acquired to use the real property for park or public purposes, with the exception, however, the City reserves any easement rights the City has or may have legally acquired by law to continue to maintain, repair, operate, and replace or abandon if necessary, any existing public utility improvements located upon, under or above the Park; and

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

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

SECTION 1. Recitals. The aforesaid recitals are true and correct and hereby incorporated herein as a material part of this Resolution.

SECTION 2. Disclaimer of Unrecorded Certain Real Property Interests. Subject to the exception and reservation of easement rights set forth in Section 4 of this Resolution, the City of Cocoa hereby forever disclaims, remises, and releases any existing unrecorded real property interest that the City of Cocoa has or may have legally acquired in the real property legally described as a Park, lying between Block B and Block C, AMENDED PLAT OF CARLETON TERRACE, according to the plat recorded in Plat Book 3, Page 61, and CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida.

SECTION 3. Recordation and Notification. Upon approval and execution of this Resolution by the City, the City Clerk is hereby directed to record this Resolution in the Official Records of Brevard County, Florida. In addition, the City Clerk shall mail a certified copy of this Resolution to the Brevard County Tax Collector and Property Appraiser so the Tax Collector and Property Appraiser may update their respective records consistent with this Resolution.

SECTION 4. Reservation of Any Existing Public Utility Interests. To the extent that the City of Cocoa has installed and currently maintains existing public utility infrastructure upon, under or above the Park, such as water, sewer, reclaimed, drainage and stormwater, the City of Cocoa hereby reserves whatever recorded or unrecorded real

property easement rights and interest the City may have legally acquired by law to use the Park for purposes of operating, maintaining, repairing or replacing the existing public utility infrastructure. Such easement rights and interest shall continue until such time the City determines, at its discretion, that such use is no longer necessary and terminated by a written legal instrument approved by the City Council and recorded in the Official Records of Brevard County, Florida.

SECTION 5. Police and Zoning Powers; Existing Plat. Nothing herein is intended to waive or contract away the City of Cocoa's police and zoning powers. In addition, nothing herein is intended to repeal or modify the AMENDED PLAT OF CARLETON TERRACE, according to the plat recorded in Plat Book 3, Page 61, and CARLETON TERRACE, A SUBDIVISION OF BLOCKS A, B, C, according to the plat recorded in Plat Book 5, Page 90, Public Records of Brevard County, Florida.

SECTION 6. Repeal of Prior Inconsistent Resolutions. All prior resolutions or prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of April, 2019.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	18-521	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	10/23/2018			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Axon Enterprise, Inc.'s TASER 60 Terms and Conditions.pdf Axon Quote Cocoa Police Dept. - FL -(10) X2 T60 Expires 4-30-19.pdf Sole Source Resolution.pdf axon_master+services+and+purchasing+agreement+for+agency				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2018
Agenda Date: April 10, 2019
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract.

BACKGROUND:

The Police Department requests to trade in six Tasers for destruction and purchase a total of ten new ones by way of a multi-year contract. This has been budgeted and is within the lease budget account of the Police Department's Fiscal Year 2019 budget account 001-2100-521.44-00, using Axon Enterprises by way of sole source. The total amount for the purchase of 10 tasers is $16,650, to be budgeted and paid over a five-year term beginning upon approval of this contract.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

Budgeted	Yes (Account Correction)
If not budgeted, is amendment/transfer attached?	N/A

$3,450 due in FY2019
$3,450 due in FY2020
$3,450 due in FY2021
$3,450 due in FY2022
$3,450 due in FY2023 for a total amount of $16,650.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
Council Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract.

Axon Enterprise, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. **TASER 60 Term**. TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (**Start Date**). The TASER 60 Term will end 5 years after the Start Date (**Term**).

2. **Payment Terms.** Axon invoices for the TASER 60 plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

3. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

4. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.

5. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

6. **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

   To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

   Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

8. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support .

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

9. **TASER 60 Warranty Coverage**. TASER 60 includes extended warranty coverage for TASER CEW hardware specifically identified in the Quote and as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

10. **Spare Product**. For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the end of the Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

11. **Product Warnings**. See our website at www.axon.com for the most current product warnings.

12. **Design Changes**. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.

13. **TASER 60 Termination**. If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for any reason, then:
    - 13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
    - 13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
    - 13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

14. **Excusable Delays**. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

15. **Proprietary Information**. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16. **Import and Export Compliance**. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

17. **Assignment**. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.

18. **Severability**. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

19. **Governing Law; Venue**. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20. **Entire Agreement**. This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether

written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

1 **TAP Term**. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.

2 **TAP Upgrade Models**. Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

3 **TAP Termination**. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

3.2. Axon will not and has no obligation to provide the free upgrades.

3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a $100 cancellation fee for each covered product.

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-186840-43543.800AS

Issued: 03/19/2019

Quote Expiration: 04/30/2019

Account Number: 108302

Start Date: 02/28/2019
Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Amy Moon
Cocoa Police Dept. - FL
1226 W KING ST
COCOA, FL 32922
US

BILL TO
Cocoa Police Dept. - FL
ATTN: ACCOUNTS PAYABLE
65 STONE ST
COCOA, FL 32922
US

SALES REPRESENTATIVE
Adam Smith
Phone: (480) 463-2201
Email: asmith@taser.com
Fax: (480) 463-2201

PRIMARY CONTACT
Amy Moon
Phone: (321) 637-6381
Email: amoon@cocoapolice.com

Year 1 Hardware / T60 / Due Net 30

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	6	345.00	245.00	1,470.00
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	4	345.00	345.00	1,380.00
Hardware					
22002	BLACK X2 CEW, HANDLE	6	0.00	0.00	0.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	4	0.00	0.00	0.00
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	2	0.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	6	0.00	0.00	0.00
22151	25 FT SMART CARTRIDGE, X2	12	0.00	0.00	0.00
22002	BLACK X2 CEW, HANDLE	4	0.00	0.00	0.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	4	0.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	4	0.00	0.00	0.00
22151	25 FT SMART CARTRIDGE, X2	8	0.00	0.00	0.00
				Subtotal	2,850.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	2,850.00

Year 2 Due 2019

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	6	345.00	345.00	2,070.00

Year 2 Due 2019 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	4	345.00	345.00	1,380.00
				Subtotal	3,450.00
				Estimated Tax	0.00
				Total	3,450.00

Year 3 Due 2020

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85178	TASER 60 YEAR 3 PAYMENT: X2 BASIC	6	345.00	345.00	2,070.00
85178	TASER 60 YEAR 3 PAYMENT: X2 BASIC	4	345.00	345.00	1,380.00
				Subtotal	3,450.00
				Estimated Tax	0.00
				Total	3,450.00

Year 4 Due 2021

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85179	TASER 60 YEAR 4 PAYMENT: X2 BASIC	6	345.00	345.00	2,070.00
85179	TASER 60 YEAR 4 PAYMENT: X2 BASIC	4	345.00	345.00	1,380.00
				Subtotal	3,450.00
				Estimated Tax	0.00
				Total	3,450.00

Year 5 Due 2022

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	6	345.00	345.00	2,070.00
85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	4	345.00	345.00	1,380.00
				Subtotal	3,450.00
				Estimated Tax	0.00
				Total	3,450.00

Grand Total	**16,650.00**

Discounts (USD)

Quote Expiration: 04/30/2019

List Amount	17,250.00
Discounts	600.00
Total	**16,650.00**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1 Hardware / T60 / Due Net 30	2,850.00
Year 2 Due 2019	3,450.00
Year 3 Due 2020	3,450.00
Year 4 Due 2021	3,450.00
Year 5 Due 2022	3,450.00
Grand Total	**16,650.00**

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: https://www.axon.com/legal/sales-terms-and-conditions, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Adam Smith at asmith@taser.com or fax to (480) 463-2201

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-186840-43543.800AS

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Certificate of Destruction

IMPORTANT

Customer certifies that all Products will be removed from service to be destroyed and/or rendered permanently nonfunctional. Products must not be resold or redistributed. Destruction of Products should be performed according to Customer's policy. Axon is not responsible for Product warranty or any liability related to Products certified as destroyed, and reserves the right to require verification that destruction has been performed.

The undersigned represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Certificate of Destruction on behalf of the Agency.

Cocoa Police Dept. - FL

Product(s) to be Destroyed	**Quantity**
Signature	**Date**
Name (Print)	**Title**

Return this signed form, and your purchase order/quote (if applicable) to your sales representative and our returned materials authorization department at rma@axon.com.

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RESOLUTION NO. 2019-026

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 10th day of April 2019,

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2019-026

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of ten Taser 60 X2 Basic tasers.

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

_____

John A. Titkanich, Jr., AICP
City Manager

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term**. This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions**.

"Axon Evidence" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"Products" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted

energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 **To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.3.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory**.

8 **Product Warnings**. See www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes**. Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

10 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

11 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of

negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.

12 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.

13 **IP Indemnification**. Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

14 **Agency Responsibilities**. Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination**.

15.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

15.2 **By Agency**. Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

15.3 **Effect of Termination**. Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

16 **Confidentiality**. "**Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

17 **General**.

17.1 **Delays**. Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.

17.2 **Force Majeure**. Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.

17.3 **Independent Contractors**. The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

17.4 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

17.5 **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

17.6 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

17.7 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

17.8 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

17.9 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

17.10 **Governing Law**. The laws of the state where Agency is physically located, without reference

to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

17.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon:	Axon Enterprise, Inc. Attn: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com	Agency: Attn: Street Address City, State, Zip Email

17.12 Entire Agreement. This Agreement, including the Appendices, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Evidence Terms of Use Appendix

1 **Axon Evidence Subscription Term**. The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").

2 **Agency Content**. **"Agency Content"** means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.

3 **Access Rights**. Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and mange TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Updates**. For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

7 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an

end user, Agency will immediately terminate that end user's access to Axon Evidence. Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

8 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

9 **Storage**. For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

10 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

11 **Suspension**. Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:

11.1. The Termination provisions of this Agreement apply; or

11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

12 **Axon Evidence Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.

13 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may

not attempt to:

13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;

13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.

17 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Professional Services Appendix

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are $2,500 per day. BWC Full Service options include:

System set up and configuration • Setup Axon View on smart phones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera products and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review

3 **Body-Worn Camera 1-Day Service (BWC 1-Day)**. BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site

services, additional on-site assistance is $2,500 per day. The BWC 1-Day options include:

System set up and configuration (Remote Support) • Setup Axon Mobile on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Package are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW 1-Day Service Package:** Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks prior to rollout
Best practice implementation planning session to: • Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEW Products and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW 1-Day Service Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training • Provide training on the Axon Evidence with the goal of educating instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW 1-Day Service Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW 1-Day Service Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed upon installation date(s).

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will

provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

12 **Acceptance**. When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **Term**. TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").

2 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

3 **Spare Product**. Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote ("**Spare Products**"). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.

4 **Officer Safety Plan Standard**. The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a $0 purchase order.

5 **Officer Safety Plan 7**. Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.

6 **OSP 7 Term**. OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date ("**OSP 7 Term**").

7 **TAP Body-Worn Upgrade**. If Agency purchased 3 years of Axon Evidence Unlimited or TAP as

a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.

7.1. **TAP as a Stand-alone**. If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.

7.2. **OSP or Unlimited TAP**. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.

8 **TAP Dock Upgrade**. If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

9 **Return of Original Product**. If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon

will deactivate the serial numbers for the Products received by Agency.

10 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

10.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.

10.2. Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

10.3. If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon

1. **Term**. If Agency purchases TASER 7 as part of OSP 7 or OSP 7 Plus, the start date for TASER 7 is the OSP 7 Term start date. Otherwise, the start date is based on initial shipment of TASER 7 hardware ("**TASER 7 Start Date**"). If Axon ships TASER 7 hardware in the first half of the month, the TASER 7 Start Date is the 1st of the following month. If Axon ships TASER 7 hardware in the last half of the month, the TASER 7 Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have its own 60-month term, starting on the shipment of TASER 7 as described above.

2. **Unlimited Duty Cartridge Plan**. If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.

3. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the TASER 7 Term, Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the TASER 7 Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.

4. **Extended Warranty**. If the Quote includes a TASER 7 plan (**TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification**), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 7 plans extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term. If the Quote does not include a TASER 7 plan, Agency may purchase extended warranties to provide coverage.

5. **Spare Products**. Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.

6. **Trade-In**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

7. Termination. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

7.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

7.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

7.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 7 Axon Evidence Terms of Use Appendix

1 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.

2 **TASER 7 Agency Content**. "**TASER 7 Agency Content**" means software, data, text, audio, video, images or other content any of Agency's end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.

3 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

4 **Agency Owns TASER 7 Agency Content**. Agency controls and owns all right, title, and interest in and to TASER 7 Agency Content and except as otherwise outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of TASER 7 Agency Content. Axon will have limited access to TASER 7 Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.

5 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future products and services.

6 **Axon Evidence Terms of Use Appendix**. To the extent not in conflict with the terms in this Appendix, all terms in the Axon Evidence Terms of Use Appendix also apply to use of TASER 7 with Axon Evidence.

Axon Commander™ Software Appendix

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon product. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

2. **Term**. The Quote will detail the duration of the Commander license, as well any maintenance. The term will begin upon installation of Commander by Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Commander;
- **3.2** reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
- **3.3** access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
- **3.4** copy Commander in whole or part, except as expressly permitted in this Agreement;
- **3.5** use trade secret information contained in Commander;
- **3.6** resell, rent, loan or sublicense Commander;
- **3.7** access Commander to build a competitive product or service or copy any features, functions or graphics of Commander; or
- **3.8** remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

4. **Support**. Axon may make available updates and error corrections ("**Updates"**) to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.

Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of development of an integration module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

2 **Support**. After completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes to Services**. Axon is only responsible to perform the services in this Appendix. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency:

4.1. Making available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

4.2. Making required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

4.3. Providing access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allowing Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

4.4. Providing all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

4.5. Promptly installing and implementing any and all software updates provided by Axon;

4.6. Ensuring that all appropriate data backups are performed;

4.7. Providing assistance, participation, and approvals in testing Auto-Tagging Services;

4.8. Providing Axon with remote access to Agency's Axon Evidence account when required;

4.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at Agency; and

4.10. Ensuring reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Interview Room Appendix

1 **Axon Interview Room Axon Evidence Term**. The Axon Evidence Subscription for Axon Interview Room begins after shipment of Axon Interview Room hardware. If Axon ships Axon Interview Room hardware in first half of the month, the Axon Interview Room start date is the 1st of the following month. If Axon ships Axon Interview Room hardware in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase. The Axon Interview Room subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Interview Room Subscription**").

2 **Statement of Work**. The Axon Interview Room Statement of Work ("**Interview Room SOW**") attached to this Appendix details Axon's professional services deliverables. Axon is only responsible to perform services described in the Interview Room SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

3 **Axon Interview Room Warranty**. Axon Interview Room Products are covered under the applicable third-party manufacturer's warranty.

4 **Hardware Maintenance**. If Agency purchases Hardware Maintenance, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term specified in the Quote ("**Hardware Maintenance Term**"). The Hardware Maintenance Term begins on Agency's receipt of the hardware covered by the Hardware Maintenance and continues as long as Agency continues to pay the required Hardware Maintenance fees.

If Axon receives a valid warranty claim within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware intentionally or deliberately damaged.

5 **Hardware Maintenance Termination**. If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Once Hardware Maintenance coverage terminates for any reason, then: (a) Hardware Maintenance coverage will terminate as of the date of termination; and (b) Axon will not provide refunds, and has no obligation to, provide future support or services for hardware covered by Hardware Maintenance.

6 **Support**. Axon will provide remote customer service for troubleshooting hardware issues. If Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician.

7 **Axon Interview Room Unlimited**. For Axon Interview Room Unlimited Axon Evidence subscription, unlimited data may be stored as part of Axon Interview unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Fleet Appendix

1 **Axon Fleet Axon Evidence Subscription**. The Axon Evidence subscription for Axon Fleet begins after shipment of Axon Fleet hardware. If Axon ships Fleet hardware in the first half of the month, the start date is the 1st of the following month. If Axon ships in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase. Subsequent phases will begin upon shipment of that phase. The Axon Fleet subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Fleet Subscription**").

2 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

3 **CradlePoint**. If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Fleet Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

4 **Statement of Work**. If Agency purchases installation services for Axon Fleet, the Statement of Work ("**Fleet SOW**") attached to this Appendix details Axon's deliverables to Agency with respect to the installation of Axon Fleet and any related hardware. Axon is only responsible for performing the services described in the Fleet SOW. Any additional services are out of scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.

5 **Third Party Installer**. If Agency (a) installs Axon Fleet and related hardware without "train the trainer" services from Axon; (b) does not follow instructions provided by Axon during train the trainer, or (c) uses a third party to install the hardware (collectively, "**Third Party Installer**"), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for any degradation in performance that does not meet Axon's specifications or damage to Axon Fleet hardware due to Third Party Installers.

5.1. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third Party Installer.

5.2. If Agency utilizes Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Wireless Offload Software.**

6.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Products for the number of licenses purchased. The WOS term begins upon the start of the Axon Fleet Subscription.

6.2. **License Restrictions**. All licenses granted in this Agreement are conditional on compliance with this Agreement and will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive product or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

6.3. **Updates**. If Agency purchases WOS maintenance, Axon will make any updates and error corrections to WOS ("**WOS Updates**") available electronically via Internet or media as determined solely by Axon. Agency is responsible for establishing and maintaining adequate Internet access in order to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

6.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

7 **Wireless Microphone Subscription**. The Axon Fleet Wireless Microphone is only compatible with Axon Fleet 2. The Wireless Microphone subscription requires a 5-year term. If this Agreement terminates for any reason before the end of the 5-year term, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.

8 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware and unlimited Axon Evidence storage for data originating from an Axon Fleet Camera.

9 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Fleet Subscription, Axon will provide Agency with a new front and new rear Axon Fleet camera that is the same or like product, at Axon's sole option ("**Axon Fleet Upgrade"**). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Fleet Subscription. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon, including serial numbers of the destroyed Products. If Agency does not destroy or return the Products to Axon, Axon will deactivate the serial numbers for the Products received by Agency.

10 **Spares**. Axon will provide Agency a predetermined number of spare Axon Fleet cameras for as listed in the Quote ("**Fleet Spares**"). Fleet Spares will replace broken or non-functioning units. If Agency utilizes a Fleet Spare, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product.

11 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

11.1. Axon Fleet Unlimited coverage terminates and no refunds will be given.

11.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

11.3. Axon will invoice Agency the then current MSRP for all Spare Products provided under Axon Fleet Unlimited. If Agency returns Spare Products within 30 days of the invoice date, Axon will issue a credit and apply it against the Spare Product invoice.

11.4. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

11.5. If Agency purchases Products for less than the MSRP and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus also includes Axon Aware.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency' consent.

3 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware, or for bundles that include Axon Aware, Axon will end LTE service.

Axon Records Appendix

1 **Axon Records Subscription Term**. If Agency purchases Axon Records as part of a bundled offering, the Axon Records subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Records to Agency.

If Agency purchases Axon Records as a standalone, the Axon Records subscription begins the later of (1) the date Axon provisions Axon Records to Agency or (2) the first day of the month following the Effective Date.

The Axon Records subscription term will end upon the completion of the Axon Records subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**").

2 **Agency Records Content. "Agency Records Content"** means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Records (b) cause to interface with Axon Records, or (c) upload to Axon Records under Agency account or otherwise transfer, process, use or store in connection with Agency account.

3 **Access Rights**. Upon Axon granting Agency an Axon Records subscription, Agency may access and use Axon Records to store and manage Agency Records Content during the Records Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

4 **Axon Records Core**. Axon Records Core includes the following applications: Report Writer, NIBRS Incident Reporting, Axon Evidence Integration, Case Management, Civil & Protection Orders (early 2020), Physical Property, Information Exchange Access, APIs. Additional applications, as well as any Axon services needed to configure Axon Records, are not included in the Axon Records Core fee or any bundle that includes Axon Records Core.

5 **Agency Owns Agency Records Content.** Agency controls and owns all right, title, and interest in Agency Records Content. Except as outlined herein, Axon obtains no interest in Agency Records Content, and Agency Records Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Records Content. Axon will have limited access to Agency Records Content solely for providing and supporting Axon Records to Agency and Agency end users.

6 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Records Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital records; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

7 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Records Content and no Agency Records

Content or Agency end user's use of Agency Records Content or Axon Records violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Records. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Records.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Records Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Records that details who accesses Agency Records Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Records Content or if account information is lost or stolen.

8 **Privacy.** Axon will not disclose Agency Records Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Records Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Records; or (c) perform analytic and diagnostic evaluations of the systems.

Agency hereby grants Axon an irrevocable, worldwide, royalty-free license to use Agency Content to enable Axon to create derivative works of 'scrubbed' Agency Content (collectively, "**Derivative Data**"). Axon may use Derivative Data to provide services to Agency, or to operate, maintain, improve, or create new products and services. Notwithstanding the foregoing and except as provided in this Agreement, Axon shall not disclose Agency Content or Derivative Data containing PII to any third party, and it will exercise commercially reasonable efforts to limit PII in Derivative Data, including, without limitation, encrypting Derivative Data in transit and stripping PII from metadata.

9 **Location of Data Storage.** Axon may transfer Agency Records Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Records Content will be stored. For United States agencies, Axon will ensure all Agency Records Content stored in Axon Records remains within the United States. Ownership of Agency Records Content remains with Agency.

10 **Suspension**. Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Records immediately upon notice, if:

10.1. The Termination provisions of this Agreement apply; or

10.2. Agency or end user's use of or registration for Axon Records may (a) pose a security risk to Axon Evidence or any third party, (b) adversely impact Axon Records, the systems, or content of any other customer, (c) subject Axon, Axon's affiliates, or any third party to liability, or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Records Content because of suspension, except as specified in this Agreement.

11 **Axon Records Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Records.

12 **Axon Records Restrictions**. All Axon Records subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Records;

12.2. reverse engineer, disassemble, or decompile Axon Records or apply any other process to derive any source code included in Axon Records, or allow any others to do the same;

12.3. access or use Axon Records with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Records, except as expressly permitted in this Agreement;

12.5. access Axon Records to build a competitive product or service or copy any features, functions, or graphics of Axon Records;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Records; or

12.7. use Axon Records to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code.

13 **After Termination.** Axon will not delete Agency Records Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Records Content only if Agency has paid all amounts due. There will be no functionality of Axon Records during these 90-days other than the ability to retrieve Agency Records Content. Agency will not incur additional fees if Agency downloads Agency Records Content from Axon Records during this time. Axon has no obligation to maintain or provide any Agency Records Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Records Content stored in Axon Records. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Records Content from Axon Records.

14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Records Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Records on

behalf of U.S. Federal department, Axon Records is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Records on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Records.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Records Content, Storage, Axon Records Warranty, and Axon Records Restrictions.

Axon Citizen for Communities Appendix

1 **Axon Citizen Subscription Term**. If Agency purchases Axon Citizen for Communities as part of a bundled offering, the Axon Citizen subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Citizen to Agency.

If Agency purchase Axon Citizen as a standalone, the Axon Citizen subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the first day of the month following the Effective Date.

The Axon Citizen subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Citizen.

2 **Storage**. Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance.

3 **Post-Termination**. The post-termination provisions outlined in the Axon Evidence Appendix also apply to Portal Content.

Axon Redaction Assistant Appendix

1 **Axon Redaction Assistant Subscription Term**. If Agency purchases Axon Redaction Assistant as part of a bundled offering, the Axon Redaction Assistant subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Redaction Assistant to Agency.

If Agency purchase Axon Redaction Assistant as a standalone, the Axon Redaction Assistant subscription begins the later of: (1) the date Axon provisions Axon Redaction Assistant to Agency, or (2) the first day of the month following the Effective Date.

The Axon Redaction Assistant subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Redaction Assistant.

Axon Performance Appendix

1 **Axon Performance Subscription Term**. If Agency purchases Axon Performance as part of a bundled offering, the Axon Performance subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Performance to Agency.

If Agency purchase Axon Performance as a standalone, the Axon Performance subscription begins the later of: (1) the date Axon provisions Axon Performance to Agency or (2) the first day of the month following the Effective Date.

The Axon Performance subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Performance.

2 **Storage of Auto-Tagging Data**. In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Application Programming Interface Appendix

1 **Definitions**.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License**.

2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities**. When using API Service, Agency and its end users may not:

4.1. use API Service in any way other than as expressly permitted under this Agreement;

4.2. use in any way that results in, or could result in, any security breach to Axon;

4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;

4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9. make available to a third party, any token, key, password or other login credentials to API Service;

4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time, to better serve Agency ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for a one year period following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management; (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"); and (c) automate group creation and management through SCIM.

2 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

3 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Third Party Data Ingestion Services Appendix

1 **Scope**. Agency currently has third party data outside of Axon Evidence ("**Third Party Data**") that Agency desires to store in Axon Evidence. The scope will consist of Axon transferring and ingesting Agency's Third Party Data into Axon Evidence. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage and run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Axon Evidence.

2 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget

3 **Changes to Services**. Axon is only responsible to perform the services described in this Appendix. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4 **Agency Responsibilities.** Axon's performance of Data Ingestion Services requires Agency:

4.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

4.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);

4.3. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;

4.4. Ensuring that all appropriate data backups are performed;

4.5. Providing Axon with remote access to Agency's Axon Evidence account when required for Axon to perform the Data Ingestion Services;

4.6. Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and

4.7. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1. A Full-Time ASE will work on-site four (4) days per week.

2.2. Agency's Axon sales representative and Axon's Customer Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3. The purchase of Full-Time ASE services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE service.

The Full-Time ASE service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new products
Account Maintenance • Conducting on-site trainings on new features and products for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon products • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Customer Advocacy • Coordinating bi-yearly voice of customer meetings with Axon's Product Management team • Recording and tracking agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3. The purchase of Regional ASE services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE service.

The Regional ASE service options are listed below:

Account Maintenance • Conducting remote trainings on new features and products for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss your agency's goals for your Axon program, and continue to ensure a successful deployment of Axon products
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon products • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy • Coordinating bi-yearly Voice of Customer meetings with Product Management team • Recording and tracking agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the services described in this Appendix. Any additional services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice prior to utilizing any vacation days.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal SidearmEvidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

Legislation Details (With Text)

File #:	19-102	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/5/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Approve the Second and Final Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-14-07-COC 2016 Contract Specifications Modified March 2016.pdf B-14-07-COC Bid Document.pdf B-14-07-COC Executed Agreement.pdf Ace Flow COI Exp 7-11-19.PDF B-14-07-COC 2019 renewal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2019
Agenda Date: April 10, 2019
Prepared By: Chris M. Collier, Water Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Second and Final Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services

BACKGROUND:

The City of Cocoa Utilities Department maintains a Cross Connection Control (CCC) Program as regulated by the Florida Department of Environmental Protection (FDEP) and as described in the City of Cocoa's *Cross Connection Control Manual*. This program requires periodic inspections, surveys, testing, and documentation of backflow prevention assemblies and devices at residential and commercial customer sites to help eliminate and control actual or potential cross connections with the City's potable water distribution system. The City has approximately 7,000 commercial customers and approximately 74,000 residential customers.

In May 2014, City Council awarded B-14-07-COC "CCC Program Services" to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices for the duration of three years with two, two-year renewals.

In April 2017, City Council approved the First Two-Year Renewal with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

The current contract expires in May 2019. At this time, Utilities Department staff requests approval of the second and final two-year renewal of Bid B-14-07-COC, with Ace Flow Control, Longwood, Florida.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

In May 2014, City Council awarded B-14-07-COC CCC Program Services to Ace Flow Control, Longwood, Florida, to provide the services associated with the installation, testing, maintenance, and replacement of cross connection control devices.

In September 2014, City Council approved the Continuation of Work for FY15 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2015, City Council approved the Continuation of Work for FY16 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2016, City Council approved the Continuation of Work for FY17 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; City Council approved modifications to contract number B-14-07-COC with Ace Flow Control, Longwood, Florida.

In April 2017, City Council approved the first two-year renewal with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In October 2017, City Council approved a Continuation of Work for FY18 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

In September 2018, City Council approved a Continuation of Work for FY19 with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

RECOMMENDED MOTION:

To Approve the Second and Final Two-Year Renewal Under Contract B-14-07-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services.

SPECIFICATIONS

BID NO. B-14-07-COC

March 2016 Contract Modifications

Introduction:

The City of Cocoa Water Field Operations Division (WFO), representing the City of Cocoa Utilities Department, is soliciting proposals for cross connection control (CCC) technical services as part of an on-going CCC Program. The CCC Program requires periodic inspections, surveys, testing and documentation of backflow prevention assemblies and devices to help eliminate and control actual or potential cross connections. The Program provides for the installation, maintenance, and operation of cross connection control devices that will systematically and effectively prevent the contamination of the potable water distribution system.

Definitions:

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "City" to mean the City of Cocoa, a political subdivision of the State of Florida.
2. The words "WFO Project Manager" to mean the City of Cocoa Water Field Operations (WFO) Manager or designee who is responsible for ensuring that the Cross Connection Control Program is meeting the City's expectations and who possesses the ability to determine/assign the areas of operation.
3. The word "Proposer" to mean the person, firm, entity or organization submitting a response to this Solicitation.
4. The word "Contractor" to mean the Proposer that receives any award of a contract from the City of Cocoa as a result of this Solicitation, also to be known as "the prime Contractor."
5. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
6. The words "Scope of Services" to mean the details of the work to be performed by the Contractor.
7. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation and the resulting Contract.
9. The acronym "WFO" is an abbreviation for the City of Cocoa Utilities Department Water Field Operations.
10. The acronym "TREEO" is an abbreviation for the University of Florida's Center for **T**raining, **R**esearch and **E**ducation for **E**nvironmental **O**ccupations.
11. The acronym "ASSE" is an abbreviation for the **A**merican **S**ociety of **S**anitary **E**ngineers.
12. The acronym "FDEP" is an abbreviation for the **F**lorida **D**epartment of **E**nvironmental **P**rotection.
13. The acronym "CCC" is an abbreviation for **C**ross **C**onnection **C**ontrol.
14. The acronym "AWWA" is an abbreviation for **A**merican **W**ater **W**orks **A**ssociation

The following is a description of the services discussed herein:

1. **CCC site survey** shall include, but not be limited to, identification of meter number and address, the hazard assessment level (as defined in the City of Cocoa's *Cross Connection Control Manual* and *AWWA Manual M14)* and any recommended CCC device upgrades. The contractor is responsible for notifying and scheduling site inspections to ascertain the hazard level when necessary. It is assumed that the contractor will use sound judgment when an interior building inspection is warranted. Interior inspections will require approval by the WFO Project Manager prior to contractor inspection.

2. **CCC device testing** shall include, but not be limited to, the following services: on-site testing customer notification, device testing by TREEO certified staff and certified Fire Inspector (when required), identification of meter number and address, submission of executed test report, and documentation of all testing data. All testing shall meet the requirements of FDEP, AWWA, ASSE, City of Cocoa and device manufacturer's recommendations.
3. **CCC device repair** shall include, but not be limited to, the following items: repair notification, on-site repair of device, documentation of all repair data, and a successful testing of the device once the repair is complete. Any repair of CCC devices, 2 ½" and larger, shall include all rubber parts. All replaced parts of CCC devices, 2 ½" and larger, shall be bagged and tagged in the field and returned to WFO. All repairs shall include a one year warranty on parts and labor.
4. **Replacement of CCC devices** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new CCC device, flushing through newly installed device, delivery of removed CCC device to WFO, documentation of all repair data, and submission of device test report as defined above.
5. **Replacement of water meters** shall include, but not be limited to, the following items: replacement notification to City and customer, on-site replacement of device, coordination with WFO to obtain new water meter, flushing through newly installed meter, delivery of removed water meter to WFO, documentation of meter readings (new and replaced), and submission of certification of proper installation.

Background:

The City of Cocoa WFO is seeking a firm to provide technical services on their CCC Program as regulated by the FDEP and as described in the City of Cocoa's Cross Connection Control Manual. The City has approximately 7,000 commercial customers and approximately 73,000 residential customers. CCC devices in the City of Cocoa potable water distribution system are associated with and, typically, located adjacent to the customer's water meter. Typical residential water meters are ¾-inch diameter. Commercial water meters can range in size from ¾-inch to 10-inch diameter. An estimate of the breakdown by diameter of **commercial water meters** is as shown in Exhibit 1 below.

Exhibit 1. Commercial Potable Water Meter Sizes

Commercial Meter Size	Estimated % of Total Commercial Meters
3/4"	52%
1"	22%
1.5"	13%
2"	11%
3"	1%
4"	0.6%
6"	0.3%
10"	0.1%

For above ground CCC devices, the City is responsible for operating and maintaining the water system up to and including the piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the CCC device. For CCC devices below grade, the City is responsible for operating and maintaining up to and including the CCC device. All piping systems beyond these points are owned and maintained by the Property Owner.

Objective:

The City is seeking a Contractor to provide technical services in order to support the City of Cocoa Utility Department's CCC Program in meeting or exceeding the CCC regulations as established by FDEP. These services shall include the survey, testing, and/or repair of a minimum of seven thousand (7,000) CCC devices per year, including CCC devices associated with fire suppression water lines. The

Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements.

As part of this contract, the City may request that the Contractor replace water meters. The Contractor shall be capable of providing installation services within a two (2) week period of the request(s).

Minimum Qualification Requirements:

The following information shall be provided by the Proposer as part of the ITB package.

1. The Proposer shall provide a list of a least five (5) current or recently completed similar program services provided within the State of Florida within the past five (5) years with other public or private agencies.
2. The Proposer shall provide a list of at least three (3) client references to include organization name, contact person, telephone number(s), and address.
3. The Proposer shall provide information on the background and experience of the proposed management and service team including subcontractors, including employee's names, their assignments/roles, experience, and certifications, (i.e. TREEO, State certified Fire Contractor 1 or 2).
4. The Proposer shall be prepared to provide the following information for WFO Project Manager review and approval to the City of Cocoa Utilities Department within seven (7) calendar days following receipt of Notice to Proceed/Original Purchase Order.
    1. Detailed written information on their data management operations, including, but not limited to, an example of the information and data formatting of survey results, testing, repair and replacement of devices.
    2. Detailed written information on the method(s) of uploading and downloading information to the City and the City's Representatives.
    3. Standard operating procedures (SOP) for management, oversight, security, and quality control of technical services and data management.
    4. A copy of certifications for all team members including the following:
        a. Proposed management and service team including employee's names, resumes, TREEO certifications, and their assignments/roles.
        b. Proposed State certified Fire Contractor 1 or 2 and associated certifications.

Scope of Services:

Contractor shall comply with all current applicable requirements established by the City's *Cross Connection Control Manual*, AWWA, FDEP, Florida Building Code, and Federal, State and Local laws, rules, regulations, permits, codes, ordinances and statutes which govern this type of service. In case of conflict between authorities having jurisdiction, the most stringent requirement shall govern. Contractor's proposal shall reflect the most stringent requirement.

The Contractor shall provide the City with the following service components:

1. Conduct quarterly project review meetings with the City of Cocoa WFO Cross Connection Control/Backflow Prevention Project Staff. Prepare an agenda for each meeting. Prepare and distribute meeting minutes to all attendees.
2. Provide electronic reports every two weeks to select WFO staff that include, at a minimum, the following information:
    a. Number of tests, surveys, and repairs of City CCC devices conducted both during the previous 2 weeks and cumulatively.
    b. Results of all surveys and tests conducted over the past 2 weeks including any suggested cross connection control improvements.
    c. A minimum of one digital photograph of each inspection and/or repair of a cross control connection device will be submitted with the results of all surveys and tests conducted. Photographs shall be geocoded with longitude, latitude, and elevation included in the properties of each photo. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.
    d. List of sub-contractors employed by the Contractor during the past 2 weeks.

e. List of outstanding Contractor invoices.
f. List of outstanding Contractor issues awaiting WFO resolution.
g. Three-week look ahead on anticipated work, including CCC device assessments, database transfers, and software coordination activities.

3. Contractor's software system shall allow the transfer of data from their system to the City's XC2 database or as a tab delimited text file that can be appended directly to the water meter records contained in the City's existing GIS database. Contractor shall facilitate a regularly scheduled transmittal of data as determined by the WFO Project Manager. Tab delimited formatting for site survey files, testing files, and repair or replace files is included at the end of this specification in Tables 1, 2, and 3.
4. Contractor shall be able to report the data through a web browser interface from the site of CCC field services as required by the City, including transfer of geocoded photographs.
5. Contractor shall provide data on all surveys including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, hazard level with associated explanation, recommended backflow device for site, and any recommended cross connection control improvements.
6. Contractor shall provide data on all testing including the following minimum information: water meter number, business name (commercial surveys only), address of customer, location of meter on site, test results and any cross connection control repairs performed at the site.
7. Contractor shall provide data on all field repairs including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, and type of repairs performed at the site. All repaired devices shall be retested at time of repair. All replaced parts on CCC devices, 2 ½" or larger, shall be tagged and bagged in the field and returned to WFO prior to invoicing for these repairs.
8. Contractor ~~shall~~ may provide data on all CCC device replacements including the following minimum information: water meter number, business name (commercial testing only), address of customer, location of meter on site, type of CCC device installed, and certified test results. WFO will provide CCC devices for replacement. Contractor shall return replaced device to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.
9. Contractor ~~shall~~ may provide data on all water meter replacements including the following minimum information: water meter number and meter reading of meter being replaced, water meter number and meter reading of meter being installed, business name (commercial replacements only), address of customer, location of meter on site, and verification of proper installation. WFO will provide water meters for replacement. Contractor shall return replaced meter to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may request that the Contractor purchase replacement meters. The Contractor shall be reimbursed for these meters at cost.
10. Contractor shall maintain oversight, quality assurance, insurance, and security for all employees and sub-contractors.
11. Contractor shall coordinate with WFO to determine which CCC assemblies will be surveyed and/or tested.
12. Contractor shall be prepared to provide services outside of regularly scheduled work hours when requested by the Customer or by the WFO Project Manager at no additional costs. These requests shall not exceed 2% of total CCC devices to be surveyed, tested, and/or repaired.
13. Contractor may choose to provide services outside of regularly scheduled work hours at no additional cost to the Owner. Contractor shall provide written notification to Owner two (2) weeks prior to modifying work hours. Regularly scheduled work hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding City Holidays.
14. Contractor shall provide public relations assistance to WFO through customer on-site communications and assistance with written notifications to customers as deemed necessary. Written notification letters will be provided by the City.
15. Contractor shall provide a draft monthly invoice for review by the WFO Project Manager. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.

16. Contractor shall provide warranty services on all repaired CCC devices for one year following the date of repair.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City ~~shall~~ may provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City. The City may request that the Contractor purchase replacement devices and meters. The Contractor shall be reimbursed for these devices and meters at cost.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$13.60	$95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost

2	5,800	$37.25	$216,050.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$95.00	$19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$45.00	$18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$190.00	$4,750.00
6	All	6	25	$356.25	$8,906.25
7	All	8	25	$403.75	$10,093.75
8	All	10	25	$570.00	$14,250.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$1,160.00	$3,480.00
10	All	6	3	$1,540.00	$4,620.00
11	All	8	3	$1,920.00	$5,760.00
12	All	10	3	$1,920.00	$5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$57.90	$23,160.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$114.00	$1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$332.50	$8,312.50
17	All	6	25	$380.00	$9,500.00
18	All	8	25	$570.00	$14,250.00
19	All	10	25	$760.00	$19,000.00

Replacement

City of Cocoa ~~shall~~ may provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$1,160.00	$3,480.00
21	All	6	3	$1,540.00	$4,620.00
22	All	8	3	$1,920.00	$5,760.00
23	All	10	3	$1,920.00	$5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$95,200.00
2	$216,050.00
3	$19,000.00
4	$18,000.00
5	$4,750.00
6	$8,906.25
7	$10,093.75
8	$14,250.00
9	$3,480.00
10	$4,620.00
11	$5,760.00
12	$5,760.00
13	$23,160.00
14	$1,140.00
15	$32,000.00
16	$8,312.50
17	$9,500.00
18	$14,250.00
19	$19,000.00
20	$3,480.00
21	$4,620.00
22	$5,760.00
23	$5,760.00

Grand Total $532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa ~~shall~~ may provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse. The City may request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$100.00
2	2 ½ - 10	$400.00

SUBMIT BID TO:		INVITATION TO BID		
CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor, Room 311 **PH: 321-433-8833**		**Bidder Acknowledgement** *FORM NO. 00019*		
	BUYER: **HANK ROWAN**	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860	

MAILING DATE:	BID TITLE:	BID NUMBER:
Monday, March 03, 2014 @ 2:30p.m.	Cross Connection Control (CCC) Program Services	B-14-07-COC

BID SUBMITTAL DATE AND TIME:	BID OPENING TIME AND LOCATION:	BIDS RECEIVED AFTER SUBMITATAL DATE AND TIME WILL NOT BE ACCEPTED
Thursday, April 10, 2014 @ 2:30 p.m.	3:00 p.m. Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	

PRE BID DATE, TIME AND LOCATION (IF APPLICABLE):	TIME:	DATE:
Purchasing Division Office, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor, Room 311	9:30 AM	March 18, 2014

BIDDER NAME: Nils Humberg Enterprises, LLC. DBA Ace Flow Control

MAILING ADDRESS: 853 Waterway Pl, #101

CITY-STATE-ZIP: Longwood, FL 32750

EMAIL ADDRESS: nhumberg@aceflowcontrol.com

TELEPHONE NO: (407) 574-7208

FAX NO: (407) 403-6793

AUTHORIZED SIGNATURE (MANUAL):

TITLE: President

TYPED/PRINTED NAME: Nils Humberg

DATE: 03-31-14

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

a. Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.

REASON FOR NO BID (Check all boxes that apply):	Method bidder was informed of bid (check appropriate box):
☐ Not enough bid response time ☐ Specification unclear ☐ Our company does not handle this item/service ☐ Our company does not submit bids to Municipalities ☐ Other: (please explain)	☐ Received invitation by direct mail ☐ Viewed posted legal ad on bulletin board ☐ Viewed bid posting on Internet home page ☐ Read legal ad in newspaper ☒ Viewed through bid reporting service ~~☐ Other: (please explain)~~ N.H.

1 SUBMISSION OF BIDS. All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the

Section 00300 REVISED

BID FORM

Cross Connection Control (CCC) Program Services

BID NO. B-14-07-COC

Proposal of Nils Humberg Enterprises, LLC. DBA Ace Flow Control
(Name)

853 Waterway Pl, #101, Longwood, FL 32750
(Address)

to furnish all materials, service, equipment, and labor required, for Cross Connection Control (CCC) Program Services as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Price Proposal:

All **Contractor Unit Costs** and **Labor Hours** as listed below shall include administrative costs, insurance and bonding, fleet management and maintenance, public relations assistance, weekly reporting, data management, monthly meetings, start-up costs, and any other costs associated with performing the technical services described herein.

Estimated quantities below are given only as a guideline for preparing this bid and should not be construed as representing actual quantities of CCC devices to be surveyed, tested, repaired and/or installed under this contract. Contractor shall assume that up to fifty (50) percent of all CCC devices will require repair. All repairs shall require successful re-testing by the Contractor at no additional cost.

Contractor unit cost for surveys shall include residential and commercial surveys.

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

The City will provide all replacement CCC devices and water meters that may be required by the Contractor. All devices and meters being replaced shall be tagged per City requirements and returned to the WFO Project Manager. The City reserves the right to perform replacement services on

CCC devices. The Contractor will be notified when CCC device replacement services will be provided by the City.

Costs for replacement of all CCC devices and water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse. Types of CCC devices to be installed will include double check valve assemblies (DCVA), double check detector assembly (DCDA), pressure vacuum breakers (PVB), reduced pressure zone assemblies (RPZ), and double check backflow meter assemblies (Neptune T-10). Presently, Neptune T-10 assemblies constitute approximately 350 total installed devices. The type of replacement device shall be based on the information provided by the CCC survey or as required by WFO Project Manager.

Contractor Unit Costs for Water Meter Replacement will not be counted in the Total Costs for this Price Proposal.

Contractor Unit Costs for Surveys

Survey

Line Number	Number of Devices	Unit Cost	Total Cost
1	7,000	$ 13.60	$ 95,200.00

Contractor Unit Costs for CCC Devices, 2" and Smaller, *Excluding Fire Lines*

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
2	5,800	$ 37.25	$ 216,050.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
3	All	200	$ 95.00	$ 19,000.00

Contractor Unit Costs for CCC Devices, 2 1/2" and Larger, *Excluding Fire Lines*

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
4	400	$ 45.00	$ 18,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
5	All	2 ½ - 4	25	$ 190.00	$ 4,750.00
6	All	6	25	$ 356.25	$ 8,906.25

7	All	8	25	$ 403.75	$ 10,093.75
8	All	10	25	$ 570.00	$ 14,250.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
9	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
10	All	6	3	$ 1,540.00	$ 4,620.00
11	All	8	3	$ 1,920.00	$ 5,760.00
12	All	10	3	$ 1,920.00	$ 5,760.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2" and Smaller

Testing and Repair

All repair parts on devices two (2) inches and smaller shall be included in the testing and repair costs proposed by the Contractor.

Line Number	Number of Devices	Unit Cost	Total Cost
13	400	$ 57.90	$ 23,160.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, testing of the new device, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Number of Devices	Labor Cost per Device	Total Cost
14	All	10	$ 114.00	$ 1,140.00

Contractor Unit Costs for *Fire Line* CCC Devices, 2 1/2" and Larger

Testing

Line Number	Number of Devices	Unit Cost	Total Cost
15	400	$80.00	$ 32,000.00

Labor Costs for Repair

All repair parts on CCC devices larger than two (2) inches shall be invoiced at the cost paid by the Contractor. Documentation of these costs shall be provided as part of the Contractor Invoices. Contractor shall be paid for any services associated with each repair per the schedule below; no additional expenses will be considered.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
16	All	2 ½ - 4	25	$ 332.50	$ 8,312.50
17	All	6	25	$ 380.00	$ 9,500.00
18	All	8	25	$ 570.00	$ 14,250.00
19	All	10	25	$ 760.00	$ 19,000.00

Replacement

City of Cocoa will provide replacement devices. Costs for replacement of all CCC devices shall include associated installation labor, ancillary piping and hardware, verification of proper operation, successful testing of the new device and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Type of Device	Size (in)	Number of Devices	Labor Cost per Device	Total Cost
20	All	2 ½ - 4	3	$ 1,160.00	$ 3,480.00
21	All	6	3	$ 1,540.00	$ 4,620.00
22	All	8	3	$ 1,920.00	$ 5,760.00
23	All	10	3	$ 1,920.00	$ 5,760.00

Total Proposal Costs

Line Number	Total Cost
1	$ 95,200.00
2	$ 219,050.00
3	$ 18,000.00
4	$ 18,000.00
5	$ 4,750.00
6	$ 8,906.25
7	$ 10,093.75
8	$ 14,250.00
9	$ 3,480.00
10	$ 4,620.00
11	$ 5,760.00
12	$ 5,760.00
13	$ 23,160.00
14	$ 1,140.00
15	$ 32,000.00
16	$ 8,312.50
17	$ 9,500.00
18	$ 14,250.00
19	$ 19,000.00
20	$ 3,480.00
21	$ 4,620.00
22	$ 5,760.00
23	$ 5,760.00

Grand Total 532,852.50

Five Hundred Thirty Two Thousand Eight Hundred Fifty Two and 50/100 Dollars

(Grand Total Written in words)

Contractor Unit Costs for Water Meter Replacement

Replacement

City of Cocoa will provide replacement meters. Costs for replacement of all water meters shall include associated installation labor, ancillary piping and hardware, verification of proper operation,

successful testing of the new meter, and any coordination required with WFO including travel to/from the WFO warehouse.

Line Number	Size (in)	Labor Cost per Meter
1	½ - 2	$ 120.-
2	2 ½ - 10	$ 400.-

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within sixty (60) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order.

2) Contract shall continue for three (3) consecutive years with two (2) options to renew this Contract for two (2) additional years, for a total of seven (7) years.

3) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).

4) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section 0070 General Conditions)

Receipt of Addenda Number(s) 1 & 2 is acknowledged.

Dated this 8th day of April, 2014.

Nils Humberg Enterprises, LLC DBA Ace Flow Control
(Company or Corporation Name)

853 Waterway Pl, #101
(Street or P.O. Box)

Longwood, FL 32750
(City, State and Zip Code)

(407) 574-7208
(Area Code and Phone Number)

(407) 403-6793
(Area Code and Fax Number)

nhumberg@aceflowcontrol.com
(Email Address)

By Nils Humberg, President
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Nils Humberg who, after first being sworn by me,

affixed his/her signature in the space provided above on this 08th day of

April, 2014.

(Notary Public)

My commission Expires: 3/7/15

VICTOR VAZQUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE055163
Expires 3/7/2015

Section 00500
FORM OF AGREEMENT
BID NO. B-14-07-COC

Cross Connection Control Program Services

This Agreement made and entered into on the 15th day of May, 2014, by and between Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida, 32750, hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT - The Contractor will be required to commence work under this contract within sixty (60) calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as shown in the **Section 00300 BID FORM/SCHEDULE OF UNIT PRICING**.

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Included in each invoice, the contractor shall: (1) Provide evidence that he is actually paying for the materials that he has been paid for, and (2) Provide evidence that he is actually paying subcontractors for services that he has been paid for.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Unit Prices form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. Not Applicable. **PERFORMANCE/PAYMENT BOND** - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ __0_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

ARTICLE 8. Not Applicable. **ACCEPTANCE AND FINAL PAYMENT** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. **ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. **FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

ii. Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

ARTICLE 21. **TERMINATION**

Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for

the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in the Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

ARTICLE 24. NO JOINT VENTURE Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

(b) If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor I the presence of:

BY_____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
John A. Titkanich, Jr., City Manager

ATTEST: _____
Joan Clark, MMC, City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/16/2018

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	CONTACT NAME: Debbie A Kramer	
Seeman Holtz P&C 521 E. State Road 434 Longwood, FL 32750	PHONE (A/C, No, Ext): (407)682-6800	FAX (A/C, No): (407)682-6869
	E-MAIL ADDRESS: Debbie@davidgreginsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Allied Insurance	42587
INSURER B :	Markel Insurance First Comp	22616
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: Nils Humberg Enterprises LLC
DBA Ace Flow Control
845 Waterway Pl
Longwood, FL 32750-3564

COVERAGES **CERTIFICATE NUMBER: 00000000-466260** **REVISION NUMBER: 78**

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			ACP5965015863	07/11/2018	07/11/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ACP5965015863	07/11/2018	07/11/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		MWC0083046-03	08/13/2018	08/13/2019	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Certificate Holder is an additional insured as respects to General Liability. Reference to Bid No. B-14-007-COC

CERTIFICATE HOLDER

City of Cocoa
65 Stone St.
Cocoa, FL 32922

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

Debbie Kramer (DAK)

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City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

BID NO B-14-07-COC
CROSS CONNECTION CONTROL (CCC)
TECHNICAL FIELD SERVICES

This Final Amendment to the purchase agreement for **Cross Connection Control (CCC) Technical Field Services** is made and entered into as of April 10, 2019 by and between the **City of Cocoa** and **Nils Humberg Enterprises, LLC. DBA Ace Flow Control, 853 Waterway Place, #101, Longwood, Florida 32750.**

The original agreement entered into on May 13, 2014 is hereby amended to renew for the final renewal option available under the original contract documents for twenty-four (24) additional months, per the same, terms, and conditions commencing on May 13, 2019 and terminating on May 12, 2021.

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

Nils Humberg Enterprises, LLC. DBA Ace Flow Control	**CITY OF COCOA**
By: NILS HUMBERG	**By:** Jake Williams Jr.
(Name) Printed	(Name) Printed
PRESIDENT	Mayor
(Title)	(Title)
Signature 03.27.19	Signature
Date	Date

CC: Carie Shealy, City Clerk
Chris M. Collier, Water Field Operations Manager
Tammy Eastburn, Procurement Card Coordinator

Legislation Details (With Text)

File #:	19-130	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/28/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February 2019 Financial Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2019
Agenda Date: April 10, 2019
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending February 2019 provide information for the four major funds: General Fund, Water/Sewer Fund, Water/Sewer Capital Projects 2018B Fund and the Storm Water Fund. This February 2019 report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the four major funds: General Fund, Water & Sewer and Water Sewer Capital Projects 2018B, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the

unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the four major funds: General Fund, Water & Sewer, Water & Sewer Capital Projects 2018B and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.



FY 2019 Budget by Classification Report - Summary Listing

Through 2/28/19

Target for February 2019 is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 8,200,129		$ 5,673,217	$ 2,526,912	69%
OTHER PERMITS AND FEES	$ 3,342,581		$ 2,272,510	$ 1,070,071	68%
INTERGOVERNMENTAL	$ 2,330,789		$ 667,600	$ 1,663,189	29%
CHARGES FOR SERVICES	$ 11,529,432		$ 4,607,495	$ 6,921,937	40%
FINES AND FORFEITURES	$ 26,000		$ 8,801	$ 17,199	34%
MISCELLANEOUS	$ 944,938		$ 443,877	$ 501,061	47%
OTHER SOURCES (NON-REVENUE)	$ 17,559,297		$ 3,520,038	$ 14,039,259	20%
REVENUE TOTALS	**$ 43,933,166**		**$ 17,193,538**	**$ 26,739,628**	**39%**
EXPENSE					
SALARIES AND BENEFITS	$ 23,275,817	$ 1,220	$ 9,010,904	$ 14,263,693	39%
OPERATING EXPENDITURES	$ 10,858,893	$ 2,898,564	$ 3,663,668	$ 4,296,661	60%
CAPITAL OUTLAY	$ 1,724,685	$ 326,254	$ 889,644	$ 508,787	70%
GRANTS, AIDS AND OTHER	$ 8,073,771	$ -	$ 1,006,986	$ 7,066,785	12%
EXPENSE TOTALS	**$ 43,933,166**	**$ 3,226,038**	**$ 14,571,202**	**$ 26,135,926**	**41%**
REVENUE TOTALS	**$ 43,933,166**	**$ -**	**$ 17,193,538**	**$ 26,739,628**	**39%**
EXPENSE TOTALS	**$ 43,933,166**	**$ 3,226,038**	**$ 14,571,202**	**$ 26,135,926**	**41%**
	$ -	**$ (3,226,038)**	**$ 2,622,336**	**$ 603,702**	

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	458,061	156,346.85	34	2,290,305	4,747,671.64	207	5,496,736	749,064.36
20 00	DELINQUENT TAXES	1,250	359.25-	29	6,250	102.16-	2	15,000	15,102.16
25 00	PENALTIES RE: TAXES	416	591.87	142	2,080	1,935.77	93	5,000	3,064.23
30 00	TAX CERTIFICATES	15,000	.00		75,000	.00		180,000	180,000.00
311 **	AD VALOREM	474,727	156,579.47	33	2,373,635	4,749,505.25	200	5,696,736	947,230.75
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,833	40,361.49	119	169,165	117,734.10	70	406,000	288,265.90
312 **	SALES USE AND FUEL TAXES	33,833	40,361.49	119	169,165	117,734.10	70	406,000	288,265.90
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	96,583	99,762.71	103	482,915	427,509.66	89	1,159,007	731,497.34
30 00	WATER-COCOA	27,888	28,554.47	102	139,440	141,894.03	102	334,667	192,772.97
40 00	GAS	1,666	2,248.38	135	8,330	7,194.90	86	20,000	12,805.10
80 00	PROPANE	1,251	4,990.26	399	6,255	11,085.34	177	15,013	3,927.66
314 **	UTILITY SERVICE TAX	127,388	135,555.82	106	636,940	587,683.93	92	1,528,687	941,003.07
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	33,070.96	98	168,210	78,004.27	46	403,706	325,701.73
315 **	COMMUNICATION SERVICE TAX	33,642	33,070.96	98	168,210	78,004.27	46	403,706	325,701.73
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	13,750	1,378.46	10	68,750	140,289.80	204	165,000	24,710.20
316 **	LOCAL BUSINESS TAX	13,750	1,378.46	10	68,750	140,289.80	204	165,000	24,710.20
310 ***	TAXES	683,340	366,946.20	54	3,416,700	5,673,217.35	166	8,200,129	2,526,911.65
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	16,666	25,933.75	156	83,330	111,716.39	134	200,000	88,283.61
10 00	TRAINING SURCHARGE	66	.00		330	394.80	120	800	405.20
322 **	BUILDING PERMITS	16,732	25,933.75	155	83,660	112,111.19	134	200,800	88,688.81
323	FRANCHISE FEES								
10 00	ELECTRICITY	68,553	66,337.81	97	342,765	191,539.66	56	822,639	631,099.34
40 00	GAS	1,210	2,975.04	246	6,050	9,458.21	156	14,520	5,061.79
70 00	SOLID WASTE	15,365	16,290.34	106	76,825	79,594.24	104	184,385	104,790.76
323 **	FRANCHISE FEES	85,128	85,603.19	101	425,640	280,592.11	66	1,021,544	740,951.89
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	162,186	527,206.47	325	810,930	1,873,275.95	231	1,946,237	72,961.05

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	324.20-	195	830	88.39-	11	2,000	2,088.39
12 03	PENALTIES	166	51.09-	31	830	453.65	55	2,000	1,546.35
12 04	TAX CERTIFICATES	12,500	.00		62,500	.00		150,000	150,000.00
12 *	SERVICE	175,018	526,831.18	301	875,090	1,873,641.21	214	2,100,237	226,595.79
325 **	SPECIAL ASSESSMENT	175,018	526,831.18	301	875,090	1,873,641.21	214	2,100,237	226,595.79
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	1,666	1,265.50	76	8,330	4,655.50	56	20,000	15,344.50
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	.00		0	1,510.00		0	1,510.00-
329 **	OTHER PERMITS & FEES	1,666	1,265.50	76	8,330	6,165.50	74	20,000	13,834.50
320 ***	OTHER PERMITS & FEES	278,544	639,633.62	230	1,392,720	2,272,510.01	163	3,342,581	1,070,070.99
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	0	.00		0	.00		0	.00
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	0	.00		0	.00		0	.00
20 01	RES OFFCR - CTY CONTRACT	8,666	26,000.00	300	43,330	52,000.00	120	104,000	52,000.00
20 05	DEPT OF JUSTICE GRANTS	2,073	.00		10,365	.00		24,879	24,879.00
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	760	.00		3,800	2,910.76	77	9,130	6,219.24
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	10,071	3,493.64	35	50,355	18,730.40	37	120,863	102,132.60
20 16	INTERNET CRIMES GRANT	833	.00		4,165	.00		10,000	10,000.00
20 17	BODY WORN CAMERA GRANT	1,500	.00		7,500	.00		18,000	18,000.00
20 *	PUBLIC SAFETY	23,903	29,493.64	123	119,515	73,641.16	62	286,872	213,230.84
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	10,658.14		0	10,658.14		0	10,658.14-
50 02	EDA-2018-DISASTER-11.307	3,750	.00		18,750	.00		45,000	45,000.00
50 03	FDEP-RESILIENCY4190120	7,018	.00		28,072	.00		77,200	77,200.00
50 *	ECONOMIC ENVIRONMENT	10,768	10,658.14	99	46,822	10,658.14	23	122,200	111,541.86

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
70	01	NPS CIVIL RIGHTS GRANT	4,166	.00		20,830	.00		50,000	50,000.00
331	**	FEDERAL GRANTS	38,837	40,151.78	103	187,167	84,299.30	45	459,072	374,772.70
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	3,333	.00		16,665	23,462.80	141	40,000	16,537.20
333	**	PAYMENT IN LIEU OF TAXES	3,333	.00		16,665	23,462.80	141	40,000	16,537.20
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	1,776.36		0	1,776.36		0	1,776.36-
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	04	DEO-19-THREATASSESS-P0299	2,222	.00		4,444	.00		20,000	20,000.00
50	*	ECONOMIC ENVIRONMENT	2,222	1,776.36	80	4,444	1,776.36	40	20,000	18,223.64
90	30	HISTORIC PRESERVATION GRT	0	.00		0	.00		0	.00
334	**	STATE GRANT	2,222	1,776.36	80	4,444	1,776.36	40	20,000	18,223.64
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,666	45,369.86	109	208,330	181,479.42	87	500,000	318,520.58
12	20	8TH CNT MUNICIPAL GAS TAX	12,916	13,605.65	105	64,580	54,422.60	84	155,000	100,577.40
12	*	STATE REVENUE SHARING	54,582	58,975.51	108	272,910	235,902.02	86	655,000	419,097.98
14	00	MOBILE HOME LICENSES	1,666	1,095.61	66	8,330	16,354.88	196	20,000	3,645.12
15	00	ALCOHOLIC BEVERAGE	1,809	24.47	1	9,045	24.47		21,717	21,692.53
18	00	LOCAL GOVERNMENT 1/2 CENT	90,833	107,428.40	118	454,165	292,418.05	64	1,090,000	797,581.95
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
22	00	ENHANCED 911 FEE	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	2,083	.00		10,415	13,362.40	128	25,000	11,637.60
335	**	STATE SHARED REVENUES	150,973	167,523.99	111	754,865	558,061.82	74	1,811,717	1,253,655.18
337		GRANTS FROM LOCAL UNITS								
20	01	BC EMS GRANT	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
337		GRANTS FROM LOCAL UNITS								
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	195,365	209,452.13	107	963,141	667,600.28	69	2,330,789	1,663,188.72
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
10	00	RECORDING FEES	0	.00		0	.00		0	.00
15	00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21	00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23	00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30	00	ADMINISTRATIVE FEES	475,140	475,141.00	100	2,375,700	2,375,705.00	100	5,701,690	3,325,985.00
31	00	ADMIN FEES STORMWATER	7,861	7,862.00	100	39,305	39,310.00	100	94,343	55,033.00
40	00	CERTIFY/COPY/SEARCH	8,333	6,890.35	83	41,665	32,355.22	78	100,000	67,644.78
90	12	PASSPORT EXECUTION FEES	583	140.00	24	2,915	1,715.00	59	7,000	5,285.00
341	**	GENERAL GOVERNMENT	491,917	490,033.35	100	2,459,585	2,449,085.22	100	5,903,033	3,453,947.78
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	1,666	.00		8,330	33,731.25	405	20,000	13,731.25-
90	00	OTHER PUBLIC SAFETY	0	.00		0	450.00		0	450.00-
90	01	FALSE ALARM FEES	925	.00		4,625	4,620.00	100	11,100	6,480.00
90	02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90	*	OTHER PUBLIC SAFETY	925	.00		4,625	5,070.00	110	11,100	6,030.00
342	**	PUBLIC SAFETY	2,591	.00		12,955	38,801.25	300	31,100	7,701.25-
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	35,159	39,288.00	112	175,795	156,825.76	89	421,913	265,087.24
37	11	ROCKLEDGE	22,210	23,684.48	107	111,050	94,434.56	85	266,528	172,093.44
37	12	SUN LAKE	292	284.48	97	1,460	1,225.28	84	3,515	2,289.72
37	13	CLNY PK-M.I.UTIL CO.	157	157.92	101	785	632.80	81	1,895	1,262.20
37	16	COCOA BEACH	9,171	9,191.84	100	45,855	36,773.76	80	110,063	73,289.24
37	17	CAPE CANAVERAL	7,571	7,572.48	100	37,855	30,204.05	80	90,856	60,651.95
37	18	TITUSVILLE	330	349.44	106	1,650	1,408.15	85	3,961	2,552.85
37	*	WATER BILLING SERVICES	74,890	80,528.64	108	374,450	321,504.36	86	898,731	577,226.64
39	01	SERVICE CHARGES	34,666	34,613.06	100	173,330	154,135.35	89	416,000	261,864.65
39	03	ADMIN CHARGES	33,333	29,610.00	89	166,665	148,920.00	89	400,000	251,080.00
39	04	PENALTIES	72,916	71,221.68	98	364,580	356,212.35	98	875,000	518,787.65
39	05	NSF CHECKS	2,960	3,810.25	129	14,800	15,048.92	102	35,525	20,476.08
39	*	WATER OTHER INCOME	143,875	139,254.99	97	719,375	674,316.62	94	1,726,525	1,052,208.38

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
41 10	GARBAGE REVENUES	173,241	170,364.47	98	866,205	833,030.63	96	2,078,903	1,245,872.37
41 20	RECYCLING REVENUE	18,065	18,880.19	105	90,325	91,901.40	102	216,789	124,887.60
41 30	GREEN WASTE	15,449	15,879.83	103	77,245	78,519.21	102	185,394	106,874.79
41 *	GARBAGE COLLECTION	206,755	205,124.49	99	1,033,775	1,003,451.24	97	2,481,086	1,477,634.76
45 10	BILLING FEE - WEST WASTE	8,058	8,251.08	102	40,290	33,429.94	83	96,697	63,267.06
45 20	SALE - RECYCLING MATERIAL	166	.00		830	28.15	3	2,000	1,971.85
45 *	GARBAGE - OTHER REVENUE	8,224	8,251.08	100	41,120	33,458.09	81	98,697	65,238.91
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90 01	MEDIAN MAINTENANCE	4,361	.00		21,805	13,084.00	60	52,336	39,252.00
90 02	ADOPT A MEDIAN PROGRAM	0	.00		0	.00		0	.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	16,161	.00		80,805	.00		193,934	193,934.00
90 *	OTHER PHYSICAL ENVIRON	20,522	.00		102,610	13,084.00	13	246,270	233,186.00
343 **	PHYSICAL ENVIRONMENT	454,266	433,159.20	95	2,271,330	2,045,814.31	90	5,451,309	3,405,494.69
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	1,353.44	30	22,915	21,214.37	93	55,000	33,785.63
39 11	TENANT MAINTENANCE FEES	116	95.96	83	580	596.36	103	1,400	803.64
39 20	COCOA CIVIC CENTER	3,333	3,327.60	100	16,665	24,573.53	148	40,000	15,426.47
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,666	3,300.00	198	8,330	9,289.58	112	20,000	10,710.42
39 *	OTHER CULTURAL SERVICES	9,698	8,077.00	83	48,490	55,673.84	115	116,400	60,726.16
40 01	COCOA VILLAGE 10% GROSS	1,250	50.00	4	6,250	300.00	5	15,000	14,700.00
40 05	PERMIT FEES	208	.00		1,040	3,685.00	354	2,500	1,185.00-
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	1,458	50.00	3	7,290	3,985.00	55	17,500	13,515.00
50 10	EVENT FEES	382	.00		1,910	2,034.96	107	4,590	2,555.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	458	1,500.00	328	2,290	12,100.00	528	5,500	6,600.00-
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	840	1,500.00	179	4,200	14,134.96	337	10,090	4,044.96-

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
347		CULTURE/RECREATION								
347	**	CULTURE/RECREATION	11,996	9,627.00	80	59,980	73,793.80	123	143,990	70,196.20
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	0	.00		0	.00		0	.00
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	960,770	932,819.55	97	4,803,850	4,607,494.58	96	11,529,432	6,921,937.42
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	80.00		0	80.00-
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,166	1,983.28	92	10,830	8,720.80	81	26,000	17,279.20
351	**	JUDGMENTS AND FINES	2,166	1,983.28	92	10,830	8,800.80	81	26,000	17,199.20
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	1,983.28	92	10,830	8,800.80	81	26,000	17,199.20
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	4,166	12,512.26-	300	20,830	35,250.65	169	50,000	14,749.35
20	00	DIVIDENDS	0	1,225.56		0	3,302.22		0	3,302.22-
38	00	NET INC/DEC-FMV INVESTMNT	0	5,622,867.76-		0	5,615,237.36- *		0	5,615,237.36
40	00	GAIN/LOSS SALE INVEST	0	97.52-		0	97.52-		0	97.52
40	02	UNREALIZED GAIN/LOSS	0	23,289.60		0	23,289.60		0	23,289.60-
40	*	GAIN/LOSS SALE INVEST	0	23,192.08		0	23,192.08		0	23,192.08-
361	**	INTEREST & OTHER EARNINGS	4,166	5,610,962.38-	4685	20,830	5,553,492.41-	6661	50,000	5,603,492.41

* Timing with an accounting transaction.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	10,432	5,666.66	54	52,160	58,941.73	113	125,186	66,244.27
362 **	RENT AND ROYALTIES	10,432	5,666.66	54	52,160	58,941.73	113	125,186	66,244.27
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	6,849.55		0	6,849.55-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
20 00	INTERFUND LOANS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	6,849.55		0	6,849.55-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	80,205	112,085.00	140	192,500	80,415.00
10 09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 12	V-COP REVENUES	0	.00		0	.00		0	.00
10 13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10 20	TOY DRIVE	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	16,041	10,417.00	65	80,205	112,085.00	140	192,500	80,415.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,844	.00		64,220	.00		154,135	154,135.00
22 00	FIRE STATE CONTRIBUTION	10,895	.00		54,475	.00		130,749	130,749.00
368 **	PENSION CONTRIBUTIONS	23,739	.00		118,695	.00		284,884	284,884.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,250	39,715.30	635	31,250	61,820.86	198	75,000	13,179.14
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	6,047	4,075.00	67	30,235	12,445.00	41	72,568	60,123.00
90 03	CODE ENF ABATE/DEMO REV	6,250	17,339.61	277	31,250	53,616.31	172	75,000	21,383.69

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 04	MISC. POLICE REVENUES	0	384.50		0	640.58		0	640.58-
90 05	INVESTIGATIVE COSTS REIM	4,775	5,738.58	120	23,875	21,040.56	88	57,300	36,259.44
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	416	150.00	36	2,080	300.00	14	5,000	4,700.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	625	700.00	112	3,125	2,400.00	77	7,500	5,100.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	24,363	68,102.99	280	121,815	152,263.31	125	292,368	140,104.69
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	51,992.50		0	51,992.50-
369 **	OTHER MISC REVENUES	24,363	68,102.99	280	121,815	204,255.81	168	292,368	88,112.19
360 ***	MISCELLANEOUS REVENUES	78,741	5,526,775.73-	7019	393,705	5,171,360.32-	1314	944,938 ✓	6,116,298.32
						* 443,877.04 ✓			
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	4,401	.00		22,005	26,662.78	121	52,820	26,157.22
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	311	.00		622	.00		2,800	2,800.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	4,712	.00		22,627	26,662.78	118	55,620	28,957.22
381 **	INTERFUND TRANSFER	4,712	.00		22,627	26,662.78	118	55,620	28,957.22
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	590,999	590,999.00	100	2,954,995	2,954,995.00	100	7,091,990	4,136,995.00
40 01	6% CONTRIBUTION	107,675	107,676.00	100	538,375	538,380.00	100	1,292,109	753,729.00
40 *	CONTRIBUTIONS WATER REV.	698,674	698,675.00	100	3,493,370	3,493,375.00	100	8,384,099	4,890,724.00
382 **	CONTRIBUTIONS ENTERPRISE	698,674	698,675.00	100	3,493,370	3,493,375.00	100	8,384,099	4,890,724.00
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
383		INSTLMT PURCH/CAP LEASE								
384		DEBT PROCEEDS								
	00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
385		PROCEEDS REFUNDING BONDS								
	00 00	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
	90 00	NON OPERATING SOURCES	16,292	.00		81,460	.00		195,509	195,509.00
	90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
	90 *	NON OPERATING SOURCES	16,292	.00		81,460	.00		195,509	195,509.00
	99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
	99 50	FUND BAL-APPROP. RESERVES	748,721	.00		3,683,029	.00		8,924,069	8,924,069.00
	99 *	BALANCE FORWARD	748,721	.00		3,683,029	.00		8,924,069	8,924,069.00
389	**	NON OPERATING SOURCES	765,013	.00		3,764,489	.00		9,119,578	9,119,578.00
380	***	OTHER SOURCES(NON-REV)	1,468,399	698,675.00	48	7,280,486	3,520,037.78	48	17,559,297	14,039,259.22
FUND TOTAL GENERAL FUND			3,667,325	2,677,265.95-	73	18,261,432	11,578,300.48	63	43,933,166	32,354,865.52

* 17,193,531.84

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	ERROR	2628	2550.00	97	13140	12401.84	94	.00	31542	19140.16	39
11 **	ERROR	2628	2550.00	97	13140	12401.84	94	.00	31542	19140.16	39
12-00	REGULAR SALARIES & WAGES	1005431	819286.82	82	5035489	4339177.65	86	.00	12073630	7734452.35	36
12-06	SALARIES/CONTRACTUAL	1929	.00	0	9645	24415.00	253	.00	23150	1265.00-	106
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	336	60458.05	7994	1680	131681.60	7838	.00	4039	127642.60-	3260
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1007696	879744.87	87	5046814	4495274.25	89	.00	12100819	7605544.75	37
13-00	OTHER SALARIES & WAGES	79086	69458.92	88	395430	326452.73	83	.00	949081	622628.27	34
13 **	OTHER SALARIES & WAGES	79086	69458.92	88	395430	326452.73	83	.00	949081	622628.27	34
14-00	OVERTIME	31836	24911.21	78	157580	127565.26	81	.00	380530	252964.74	34
14-01	COMP TIME	833	143.76	17	4165	143.76	4	.00	10000	9856.24	1
14 **	OVERTIME	32669	25054.97	77	161745	127709.02	79	.00	390530	262820.98	33
15-00	SPECIAL PAY	29382	30844.08	105	146910	131253.09	89	.00	352589	221335.91	37
15 **	SPECIAL PAY	29382	30844.08	105	146910	131253.09	89	.00	352589	221335.91	37
20-00	STATE GOVT	1659	871.95	53	8295	7800.31	94	.00	19935	12134.69	39
20 **	STATE GOVT	1659	871.95	53	8295	7800.31	94	.00	19935	12134.69	39
21-00	FICA TAXES	84453	75139.51	89	422265	377563.65	89	.00	1013570	636006.35	37
21 **	FICA TAXES	84453	75139.51	89	422265	377563.65	89	.00	1013570	636006.35	37
22-00	RETIREMENT CONTRIBUTIONS	84770	49565.57	59	423850	533523.49	126	.00	1017330	483806.51	52
22-01	LICENSED POLICE/FIRE	196119	184518.11	94	980595	1480690.07	151	.00	2353438	872747.93	63
22-02	STATE CONTRIBUTIONS	21600	.00	0	133660	.00	0	.00	284884	284884.00	0
22-03	ICMA - CITY MANAGER	1153	1033.28	90	5765	4070.14	71	.00	13837	9766.86	29

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	303642	235116.96	77	1543870	2018283.70	131	.00	3669489	1651205.30	55
23-00	LIFE/HEALTH INSURANCE	323846	264374.92	82	1619647	1212683.31	75	1219.50	3886672	2672769.19	31
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	323846	264374.92	82	1619647	1212683.31	75	1219.50	3886672	2672769.19	31
24-00	WORKER'S COMPENSATION	51193	39208.54	77	255965	213067.31	83	.00	614430	401362.69	35
24 **	WORKER'S COMPENSATION	51193	39208.54	77	255965	213067.31	83	.00	614430	401362.69	35
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	20180	18715.00	93	100900	88415.00	88	.00	242160	153745.00	37
27 **	CAFETERIA PLAN	20180	18715.00	93	100900	88415.00	88	.00	242160	153745.00	37
31-00	PROFESSIONAL SERVICES	41058	3363.56-	8-	202745	49562.37	24	100645.96	490192	339983.67	31
31-01	LEGAL EXPENSES	34660	38708.37	112	173300	169654.92	98	233023.53	415921	13242.55	97
31-02	MEDICAL SERVICES	3525	866.40	25	17625	5112.85	29	32755.58	42310	4441.57	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	5625	13500.00	240	.00	13500	.00	100
31-33	EMPLOYEE HEALTH CENTER	14962	14413.13	96	74810	63931.84	86	115618.16	179550	.00	100
31 **	PROFESSIONAL SERVICES	95330	50624.34	53	474105	301761.98	64	482043.23	1141473	357667.79	69
32-00	ACCOUNTING & AUDITING	3333	17500.00	525	16665	30000.00	180	10000.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	17500.00	525	16665	30000.00	180	10000.00	40000	.00	100
34-00	CONTRACT SERVICES	85985	21269.99	25	423186	378547.03	90	486041.46	1025146	160557.51	84
34-01	created by mistake	0	.00	0	0	.00	0	.00	0	.00	0
34-02	FDEP-RESILIENCY4190120	7018	.00	0	28072	.00	0	77200.00	77200	.00	100
34-03	DEO-19-THREATASSESS-P0299	157222	158142.97	101	779444	634054.11	81	20000.00	1880000	1225945.89	35
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	8346	7788.00	93	35038	23364.00	67	70092.00	93456	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	258571	187200.96	72	1265740	1035965.14	82	653333.46	3075802	1386503.40	55
39-00	CONTINGENCY	36478	.00	0	194596	.00	0	.00	449936	449936.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	13341	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	40925	.00	0	207937	.00	0	.00	449936	449936.00	0
40-00	TRAVEL & PER DIEM	5235	2764.22	53	26175	7692.89	29	75.00-	62905	55287.11	12
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	5235	2764.22	53	26175	7692.89	29	75.00-	62905	55287.11	12
41-00	COMMUNICATION	17725	11977.22	68	87824	66672.28	76	103312.33	211942	41957.39	80
41 **	COMMUNICATION	17725	11977.22	68	87824	66672.28	76	103312.33	211942	41957.39	80
42-00	POSTAGE & FREIGHT	36036	29651.01	82	180180	127040.80	71	268127.74	432538	37369.46	91
42 **	POSTAGE & FREIGHT	36036	29651.01	82	180180	127040.80	71	268127.74	432538	37369.46	91
43-00	ELECTRIC/WATER/SEWER	58553	52324.47	89	292765	211157.65	72	430549.68	702666	60958.67	91
43 **	ELECTRIC/WATER/SEWER	58553	52324.47	89	292765	211157.65	72	430549.68	702666	60958.67	91
44-00	RENTALS AND LEASES	13405	5140.56	38	65825	81109.61	123	29219.87	159705	49375.52	69
44 **	RENTALS AND LEASES	13405	5140.56	38	65825	81109.61	123	29219.87	159705	49375.52	69
45-00	INSURANCE	35993	18.00	0	179965	208707.13	116	.00	431976	223268.87	48
45 **	INSURANCE	35993	18.00	0	179965	208707.13	116	.00	431976	223268.87	48
46-00	REPAIRS & MAINTENANCE	96611	33853.33	35	478965	501934.11	105	514691.41	1155286	138660.48	88
46-02	REPAIR/MAINT BUILDING	24371	13543.01	56	116329	49159.72	42	113368.54	286926	124397.74	57
46-03	REPAIR/MAINT-VEHICLES	19329	19456.41	101	96645	67497.42	70	130.23	232015	164387.35	29

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-05	HYDRANT FEES	16894	17459.28	103	84470	87296.40	103	.00	202734	115437.60	43
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	157205	84312.03	54	776409	705887.65	91	628190.18	1876961	542883.17	71
47-00	PRINTING & BINDING	12238	8941.98	73	61157	41247.11	67	82925.30	146887	22714.59	85
47 **	PRINTING & BINDING	12238	8941.98	73	61157	41247.11	67	82925.30	146887	22714.59	85
48-00	PROMOTIONAL ACTIVITIES	3095	1921.00	62	15475	14640.00	95	1597.25-	37170	24127.25	35
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	4165	.00	0	.00	10000	10000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	3928	1921.00	49	19640	14640.00	75	1597.25-	47170	34127.25	28
49-00	OTHER CHARGES & OBLIG.	18733	3030.43	16	93371	150415.25	161	8088.57	224560	66056.18	71
49-02	ADVERTISING	68	.00	0	340	.00	0	.00	825	825.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	1250	.00	0	6250	395.48	6	.00	15000	14604.52	3
49-07	BAD DEBT EXPENSE	12499	6135.32-	49-	62495	27756.61-	44-	.00	150000	177756.61	19-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	8330	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	34216	3104.89-	9-	170786	123054.12	72	8088.57	410385	279242.31	32
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	86432	55694.05	64	390954	495743.13	127	119523.40	996117	380850.47	62
52-02	UNIFORMS	1727	743.01	43	8635	16233.79	188	1246.21	20730	3250.00	84
52-05	EMS 1st RESP-CONSUM SUPP	3540	1810.90	51	17700	11943.29	68	11609.64	42481	18928.07	55
52-07	JANITORIAL SUPPLIES	2513	1591.38	63	12565	8995.70	72	1530.00	30186	19660.30	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
52-10	HEATING FUEL	205	211.60	103	1025	1112.75	109	1167.25	2460	180.00	93
52-11	JAG GRANT	2764	.00	0	5528	.00	0	.00	24879	24879.00	0
52-30	FUEL, OIL, & LUBRICANTS	21621	13833.93	64	108105	67780.61	63	.00	259511	191730.39	26
52-33	EMPLOYEE HEALTH CENTER	7600	4817.01	63	38000	22608.25	60	68591.75	91200	.00	100
52 **	OPERATING SUPPLIES	126402	78701.88	62	582512	624417.52	107	203668.25	1467564	639478.23	56
53-00	ROAD MATERIALS/SUPPLIES	1250	821.14	66	6250	4420.14	71	2697.16	15000	7882.70	47
53 **	ROAD MATERIALS/SUPPLIES	1250	821.14	66	6250	4420.14	71	2697.16	15000	7882.70	47
54-00	MEMBERSHIP/PUBLICATIONS	5436	1886.42	35	27180	44485.21	164	.00	65343	20857.79	68
54 **	MEMBERSHIP/PUBLICATIONS	5436	1886.42	35	27180	44485.21	164	.00	65343	20857.79	68
55-00	TRAINING	9211	13193.02	143	46055	34904.24	76	1920.00-	110640	77655.76	30
55-01	EDA PROGRAM	833	.00	0	4165	504.77	12	.00	10000	9495.23	5
55 **	TRAINING	10044	13193.02	131	50220	35409.01	71	1920.00-	120640	87150.99	28
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	25.30	0	.00	0	25.30-	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	25.30	0	.00	0	25.30-	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	80025	1282.02-	2-	362532	520769.17	144	107153.81	922700	294777.02	68
63 **	INFRASTRUCTURE	80025	1282.02-	2-	362532	520769.17	144	107153.81	922700	294777.02	68
64-00	MACHINERY AND EQUIPMENT	56389	299036.96	530	294761	305431.96	104	219100.00	689531	164999.04	76
64-01	JAG GRANT	691-	.00	0	4837	.00	0	.00	0	.00	0
64-15	IT HARDWARE	7256	11903.07	164	44297	48417.29	109	.00	95134	46716.71	51
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	62954	310940.03	494	343895	353849.25	103	219100.00	784665	211715.75	73
68-10	SFTWR & OTHER INTANGIBLES	1024	.00	0	10139	15000.00	148	.00	17320	2320.00	87
68 **	INTANGIBLE ASSETS	1024	.00	0	10139	15000.00	148	.00	17320	2320.00	87
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	83415	.00	0	417075	1000986.00	240	.00	1000984	2.00-	100
81 **	AIDS TO GOVT AGENCY	83415	.00	0	417075	1000986.00	240	.00	1000984	2.00-	100
82-01	ECON DEV INCENTIVE CONTR	0	6000.00	0	0	6000.00	0	.00	0	6000.00-	0
82 **	AID PRIVATE ORGANIZATION	0	6000.00	0	0	6000.00	0	.00	0	6000.00-	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	7972	.00	0	39860	.00	0	.00	95673	95673.00	0
83 **	OTHER GRANTS AND AIDS	7972	.00	0	39860	.00	0	.00	95673	95673.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	19405	.00	0	97025	.00	0	.00	232864	232864.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	293750	.00	0	1468750	.00	0	.00	3525000	3525000.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	143270	.00	0	716350	.00	0	.00	1719250	1719250.00	0
91-33	CP 303 FISKE BV CMPLT STR	125000	.00	0	625000	.00	0	.00	1500000	1500000.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	581425	.00	0	2907125	.00	0	.00	6977114	6977114.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3669490	2500611.09	68	18289022	14571202.17	80	3226036.83	43933166	26135927.00	41
GRAND	TOTAL *********										
		3669490	2500611.09	68	18289022	14571202.17	80	3226036.83	43933166	26135927.00	41

FY 2019 Budget by Classification Report - Summary Listing

Through 2/28/19

Target for February 2019 is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 2,075,989		$ 964,350	$ 1,111,639	46%
CHARGES FOR SERVICES	$ 57,603,822		$ 25,582,252	$ 32,021,570	44%
MISCELLANEOUS	$ 225,039		$ 351,674	$ (126,635)	156%
OTHER SOURCES (NON-REVENUE)	$ 8,402,676		$ 701,050	$ 7,701,626	8%
REVENUE TOTALS	**$ 68,307,526**	-	**$ 27,599,327**	**$ 40,708,199**	**40%**
EXPENSE					
SALARIES AND BENEFITS	$ 14,971,107	$ -	$ 5,464,204	$ 9,506,903	36%
OPERATING EXPENDITURES	$ 25,627,898	$ 7,927,861	$ 7,541,605	$ 10,158,432	60%
CAPITAL OUTLAY	$ 8,129,693	$ 5,967,649	$ 270,136	$ 1,891,908	77%
GRANTS, AIDS AND OTHER	$ 19,578,828	$ -	$ 10,610,106	$ 8,968,722	54%
EXPENSE TOTALS	**$ 68,307,526**	**$ 13,895,510**	**$ 23,886,051**	**$ 30,525,965**	55%
REVENUE TOTALS	**$ 68,307,526**	**$ -**	**$ 27,599,327**	**$ 40,708,199**	**40%**
EXPENSE TOTALS	**$ 68,307,526**	**$ 13,895,510**	**$ 23,886,051**	**$ 30,525,965**	**55%**
	$ -	**$ (13,895,510)**	**$ 3,713,276**	**$ 10,182,234**	

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	79,910	114,800.00	144	399,550	689,750.00	173	958,928	269,178.00
03 11	WATER - COMMERCIAL	83,172	17,150.00	21	415,860	198,975.00	48	998,067	799,092.00
03 20	SEWER - RESIDENTIAL	892	18,750.00	2102	4,460	72,500.00	1626	10,710	61,790.00-
03 21	SEWER - COMMERCIAL	9,023	.00		45,115	3,125.00	7	108,284	105,159.00
03 *	IMPACT FEES	172,997	150,700.00	87	864,985	964,350.00	112	2,075,989	1,111,639.00
324 **	IMPACT FEES	172,997	150,700.00	87	864,985	964,350.00	112	2,075,989	1,111,639.00
320 ***	OTHER PERMITS & FEES	172,997	150,700.00	87	864,985	964,350.00	112	2,075,989	1,111,639.00
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	4,061,080	4,240,462.13	104	20,305,400	21,365,585.41	105	48,732,963	27,367,377.59
33 00	WATER CONNECTION FEE	20,000	38,460.00	192	100,000	249,291.97	249	240,000	9,291.97-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	38,460.00	192	100,000	249,291.97	249	240,000	9,291.97-
36 00	WATER HYDRANT FEES	226,051	276,065.32	122	1,130,255	1,371,785.95	121	2,712,623	1,340,837.05
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	400.00	301	665	3,100.00	466	1,600	1,500.00-
39 07	BACKFLOW DEVICE TEST	12,083	15,810.36	131	60,415	78,762.97	130	145,000	66,237.03
39 08	JUMPER METERS	58	175.00	302	290	375.00	129	700	325.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	2,000.00	200	5,000	19,100.00	382	12,000	7,100.00-
39 10	BACKFLOW PRV/RLCT TEMP	41	5.42	13	205	227.10	111	500	272.90
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	18,390.78	138	66,575	101,565.07	153	159,800	58,234.93
51 00	SEWER SALES	449,347	455,019.00	101	2,246,735	2,326,472.72	104	5,392,166	3,065,693.28
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	449,347	455,019.00	101	2,246,735	2,326,472.72	104	5,392,166	3,065,693.28
53 02	SEWER CONNECT - FINANCED	0	.00		0	.00		0	.00
53 04	SEWER CONNECT- GRISSOM	0	.00		0	.00		0	.00
53 05	REUSE CONNECT - GRISSOM	0	.00		0	.00		0	.00
53 *	SEWER CONNECTION FEES	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	516	719.47	139	2,580	3,554.79	138	6,200	2,645.21
60 00	REUSE WATER	29,422	22,483.18	76	147,110	145,859.78	99	353,070	207,210.22
60 01	REUSE WATER INSTALLATION	583	6,590.38	1130	2,915	18,136.72	622	7,000	11,136.72-
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	30,005	29,073.56	97	150,025	163,996.50	109	360,070	196,073.50
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,800,314	5,058,190.26	105	24,001,570	25,582,252.41	107	57,603,822	32,021,569.59
340 ***	CHARGES FOR SERVICES	4,800,314	5,058,190.26	105	24,001,570	25,582,252.41	107	57,603,822	32,021,569.59
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	13,228	27,571.10-	208	66,140	35,370.98	54	158,739	123,368.02
10 10	SBA	0	.00		0	.23		0	.23-
10 *	INTEREST	13,228	27,571.10-	208	66,140	35,371.21	54	158,739	123,367.79
20 00	DIVIDENDS	0	662.41		0	662.41		0	662.41-
38 00	NET INC/DEC-FMV INVESTMNT	0	9,460,045.17-		0	9,439,008.86-		0	9,439,008.86
40 00	GAIN/LOSS SALE INVEST	0	107.89-		0	107.89-		0	107.89
40 02	UNREALIZED GAIN/LOSS	0	26,781.97		0	26,781.97		0	26,781.97-
40 *	GAIN/LOSS SALE INVEST	0	26,674.08		0	26,674.08		0	26,674.08-

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
361 **	INTEREST & OTHER EARNINGS	13,228	9,460,279.78-	1517	66,140	* 9,376,301.16-	4176	158,739	9,535,040.16
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		6,250	25,849.35	414	15,000	10,849.35-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		6,250	25,849.35	414	15,000	10,849.35-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	.00		4,165	3,989.80	96	10,000	6,010.20
365 **	SALES OF SURPLUS SCRAP	833	.00		4,165	3,989.80	96	10,000	6,010.20
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	3,333	4,251.79	128	16,665	310,239.25	1862	40,000	270,239.25-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	4,251.79	128	16,665	310,239.25	1862	40,000	270,239.25-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	10,295.50		0	10,295.50-
369 **	OTHER MISC REVENUES	3,333	4,251.79	128	16,665	320,534.75	1923	40,000	280,534.75-
360 ***	MISCELLANEOUS REVENUES	18,752	9,456,027.99-	427	93,760	9,024,627.26-	9625	225,039	9,249,666.26
380	OTHER SOURCES(NON-REV)					$361,673.90		* Timing with an accounting transaction	
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	350,057.34		0	350,057.34-
91 26	WS CPTL PROJ 2018B (426)	318,988	.00		637,976	.00		2,870,896	2,870,896.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	318,988	.00		637,976	350,057.34	55	2,870,896	2,520,838.66

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
381 **	INTERFUND TRANSFER	318,988	.00		637,976	350,057.34	55	2,870,896	2,520,838.66
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	21,750.00		0	87,725.00		0	87,725.00-
82 00	CONTRIBUTION S MAINLAND	0	2,565.73		0	55,400.52		0	55,400.52-
83 00	CONTRIBUTION VIERA	0	25,114.69		0	207,867.47		0	207,867.47-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	25,114.69		0	207,867.47		0	207,867.47-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	284,263	.00		3,541,921	.00		5,531,780	5,531,780.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	284,263	.00		3,541,921	.00		5,531,780	5,531,780.00
389 **	NON OPERATING SOURCES	284,263	49,430.42	17	3,541,921	350,992.99	10	5,531,780	5,180,787.01
380 ***	OTHER SOURCES(NON-REV)	603,251	49,430.42	8	4,179,897	701,050.33	17	8,402,676	7,701,625.67
FUND TOTAL	WATER/SEWER ENTERPRISE	5,595,314	4,197,707.31-	75	29,140,212	18,223,025.48	63	68,307,526	50,084,500.52

+9,376,301.16

27,599,326.64

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE****** BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	730972	587395.82	80	3654860	3127236.37	86	.00	8771707	5644470.63	36
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	3593.31	0	0	10680.79	0	.00	0	10680.79-	0
12 **	REGULAR SALARIES & WAGES	730972	590989.13	81	3654860	3137917.16	86	.00	8771707	5633789.84	36
13-00	OTHER SALARIES & WAGES	46050	35444.39	77	230250	181709.64	79	.00	552632	370922.36	33
13 **	OTHER SALARIES & WAGES	46050	35444.39	77	230250	181709.64	79	.00	552632	370922.36	33
14-00	OVERTIME	40229	47951.13	119	201145	228676.30	114	.00	482784	254107.70	47
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	40229	47951.13	119	201145	228676.30	114	.00	482784	254107.70	47
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1392	1350.00	97	6960	18225.00	262	.00	16725	1500.00-	109
20 **	CLOTHING/SHOE ALLOWANCE	1392	1350.00	97	6960	18225.00	262	.00	16725	1500.00-	109
21-00	FICA TAXES	60337	49561.26	82	301685	262238.51	87	.00	724098	461859.49	36
21 **	FICA TAXES	60337	49561.26	82	301685	262238.51	87	.00	724098	461859.49	36
22-00	RETIREMENT CONTRIBUTIONS	78992	60562.05	77	394960	587731.19	149	.00	947929	360197.81	62
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	78992	60562.05	77	394960	587731.19	149	.00	947929	360197.81	62
23-00	LIFE/HEALTH INSURANCE	215001	161092.07	75	1075005	762370.39	71	.00	2580051	1817680.61	30
23-02	LIFE/HEALTH RETIREES	19783	6740.36	34	98915	54370.67	55	.00	237406	183035.33	23
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	234784	167832.43	72	1173920	816741.06	70	.00	2817457	2000715.94	29
24-00	WORKER'S COMPENSATION	41496	31301.22	75	207480	176789.79	85	.00	497975	321185.21	36

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	41496	31301.22	75	207480	176789.79	85	.00	497975	321185.21	36
25-00	UNEMPLOYMENT COMPENSATION	416	3025.00	727	2080	3025.00	145	.00	5000	1975.00	61
25 **	UNEMPLOYMENT COMPENSATION	416	3025.00	727	2080	3025.00	145	.00	5000	1975.00	61
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12900	10600.00	82	64500	51150.00	79	.00	154800	103650.00	33
27 **	CAFETERIA PLAN	12900	10600.00	82	64500	51150.00	79	.00	154800	103650.00	33
31-00	PROFESSIONAL SERVICES	38994	17680.60	45	188743	44842.21	24	136652.04	461724	280229.75	39
31-01	LEGAL EXPENSES	6666	.00	0	33330	1776.00	5	23224.00	80000	55000.00	31
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	45125	103618.55	230	195496	113242.12	58	353369.38	511389	44777.50	91
31-33	EMPLOYEE HEALTH CENTER	10762	10367.36	96	53810	45986.14	86	83163.86	129150	.00	100
31 **	PROFESSIONAL SERVICES	101547	131666.51	130	471379	205846.47	44	596409.28	1182263	380007.25	68
32-00	ACCOUNTING & AUDITING	3333	17500.00	525	16665	30000.00	180	10000.00	40000	.00	100
32 **	ACCOUNTING & AUDITING	3333	17500.00	525	16665	30000.00	180	10000.00	40000	.00	100
34-00	CONTRACT SERVICES	113433	36085.80	32	566199	72954.31	13	154595.14	1360275	1132725.55	17
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	475140	475141.00	100	2375700	2375705.00	100	.00	5701690	3325985.00	42
34 **	CONTRACT SERVICES	588573	511226.80	87	2941899	2448659.31	83	154595.14	7061965	4458710.55	37
39-00	CONTINGENCY	101384	.00	0	564489	.00	0	.00	1274194	1274194.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	101384	.00	0	564489	.00	0	.00	1274194	1274194.00	0
40-00	TRAVEL AND PER DIEM	2583	.00	0	12915	1302.40	10	.00	31041	29738.60	4
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2583	.00	0	12915	1302.40	10	.00	31041	29738.60	4
41-00	COMMUNICATION	9979	8476.95	85	49895	44031.96	88	71263.00	119773	4478.04	96
41 **	COMMUNICATION	9979	8476.95	85	49895	44031.96	88	71263.00	119773	4478.04	96
42-00	FREIGHT & POSTAGE SERVICE	3163	2442.45	77	15770	10789.25	68	12059.03	37949	15100.72	60
42 **	FREIGHT & POSTAGE SERVICE	3163	2442.45	77	15770	10789.25	68	12059.03	37949	15100.72	60
43-00	ELECTRIC/WATER/SEWER	188983	127947.91	68	944915	558292.05	59	1673355.18	2267816	36168.77	98
43 **	ELECTRIC/WATER/SEWER	188983	127947.91	68	944915	558292.05	59	1673355.18	2267816	36168.77	98
44-00	RENTAL AND LEASES	2744	400.00	15	13720	5911.00	43	2800.00	32950	24239.00	26
44 **	RENTAL AND LEASES	2744	400.00	15	13720	5911.00	43	2800.00	32950	24239.00	26
45-00	INSURANCE	35632	.00	0	178160	215661.52	121	.00	427618	211956.48	50
45 **	INSURANCE	35632	.00	0	178160	215661.52	121	.00	427618	211956.48	50
46-00	REPAIRS & MAINTENANCE	594501	418985.56	71	2899340	2263704.46	78	2418278.88	7060887	2378903.66	66
46-02	REPAIR/MAINT BUILDING	35518	3239.30	9	177590	39387.04	22	1950.00	426233	384895.96	10
46-03	REPAIR/MAINT-VEHICLES	15803	25757.43	163	79015	67064.20	85	3548.00	189681	119068.80	37
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	645822	447982.29	69	3155945	2370155.70	75	2423776.88	7676801	2882868.42	62
47-00	PRINTING & BINDING	605	24.50	4	3011	332.50	11	3091.08	7280	3856.42	47
47 **	PRINTING & BINDING	605	24.50	4	3011	332.50	11	3091.08	7280	3856.42	47
48-00	PROMOTIONAL ACTIVITIES	1666	50.00	3	8330	2500.00	30	.00	20000	17500.00	13
48 **	PROMOTIONAL ACTIVITIES	1666	50.00	3	8330	2500.00	30	.00	20000	17500.00	13
49-00	OTHER CHARGES & OBLIG.	3309	71.22-	2-	16545	9480.13	57	2250.00	39755	28024.87	30
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	7275.06-	50-	72915	32264.20-	44-	.00	175000	207264.20	18-
49-08	CASH OVER & UNDER	25	2.12-	9-	125	126.89	102	.00	300	173.11	42
49-09	DOCUMENT RECORDING CHGS	250	83.90	34	1250	1652.60-	132-	274.90-	3000	4927.50	64-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	18167	7264.50-	40-	90835	24309.78-	27-	1975.10	218055	240389.68	10-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	62574	51372.20	82	295722	400107.19	135	105199.56	733758	228451.25	69
52-07	JANITORIAL SUPPLIES	852	775.78	91	4260	2351.14	55	.00	10240	7888.86	23
52-09	CHEMICALS	323863	239261.00	74	1619315	1088889.50	67	2717938.58	3886360	79531.92	98
52-30	FUEL OIL & LUBRICANTS	26611	19440.85	73	133055	100304.53	75	56211.58	319370	162853.89	49
52-33	EMPLOYEE HEALTH CENTER	5466	3464.86	63	27330	16222.71	59	49377.29	65600	.00	100
52 **	OPERATING SUPPLIES	419366	314314.69	75	2079682	1607875.07	77	2928727.01	5015328	478725.92	91
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	18740	.00	0	38280.56	45000	6719.44	85
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	18740	.00	0	38280.56	45000	6719.44	85
54-00	MEMBERSHIP/PUBLICATIONS	3083	.00	0	15415	31051.00	201	.00	37026	5975.00	84
54 **	MEMBERSHIP/PUBLICATIONS	3083	.00	0	15415	31051.00	201	.00	37026	5975.00	84
55-00	TRAINING	10502	6234.00	59	51780	33506.26	65	11529.00	125339	80303.74	36
55-01	EDA PROGRAM	625	.00	0	3125	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11127	6234.00	56	54905	33506.26	61	11529.00	132839	87803.74	34
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	27080	.00	0	.00	65000	65000.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	5416	.00	0	27080	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	475681	392923.94	83	3598492	408322.18-	11-	5333828.43	6928285	2002778.75	71
63 **	INFRASTRUCTURE	475681	392923.94	83	3598492	408322.18-	11-	5333828.43	6928285	2002778.75	71
64-00	MACHINERY & EQUIPMENT	69713	124456.77	179	356746	211344.33	59	449824.75	844773	183603.92	78
64-15	IT HARDWARE	328-	.00	0	7783	.00	0	.00	5517	5517.00	0
64 **	MACHINERY & EQUIPMENT	69385	124456.77	179	364529	211344.33	58	449824.75	850290	189120.92	78
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	24026	.00	0	116937	4030.94	3	183996.15	285118	97090.91	66
68 **	INTANGIBLE ASSETS	24026	.00	0	116937	4030.94	3	183996.15	285118	97090.91	66
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	.00	0	0	463083.25	0	.00	0	463083.25-	0
73 **	OTHER DEBT SERVICE COST	0	.00	0	0	463083.25	0	.00	0	463083.25-	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	415	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	83	.00	0	415	.00	0	.00	1000	1000.00	0
91-01	TRANSFER TO GEN FUND 001	590999	590999.00	100	2954995	2954995.00	100	.00	7091990	4136995.00	42
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	932894	482136.52	52	4664470	7116730.60	153	.00	11194729	4077998.40	64
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91 **	INTERFUND TRANSFER	1523893	1073135.52	70	7619465	10071725.60	132	.00	18286719	8214993.40	55
95-01	6% ILO FRANCHISE FEE	107675	107676.00	100	538375	538380.00	100	.00	1292109	753729.00	42
95 **	NONOPERATING	107675	107676.00	100	538375	538380.00	100	.00	1292109	753729.00	42
FUND 421	TOTAL *********										
	WATER/SEWER ENTERPRISE	5595232	4257810.44	76	29139803	23886050.30	82	13895510.59	68307526	30525965.11	55
GRAND	TOTAL *********										
		5595232	4257810.44	76	29139803	23886050.30	82	13895510.59	68307526	30525965.11	55

FY 2019 Budget by Classification Report - Summary Listing

Through 2/28/19

Target for February 2019 is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,479,710		$ 725,246	$ 754,464	49%
MISCELLANEOUS	$ 23,856		$ 1,502	$ 22,354	6%
OTHER SOURCES (NON-REVENUE)	$ 323,784		$ -	$ 323,784	0%
REVENUE TOTALS	**$ 1,827,350**	**$ -**	**$ 726,748**	**$ 1,100,602**	**40%**
EXPENSE					
SALARIES AND BENEFITS	$ 707,460	$ -	$ 254,626	$ 452,834	36%
OPERATING EXPENDITURES	$ 492,929	$ 179,778	$ 98,184	$ 214,967	56%
CAPITAL OUTLAY	$ 626,961	$ 6,961	$ -	$ 620,000	1%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,827,350**	**$ 186,739**	**$ 352,810**	**$ 1,287,801**	**30%**
REVENUE TOTALS	**$ 1,827,350**	**$ -**	**$ 726,748**	**$ 1,100,602**	**40%**
EXPENSE TOTALS	**$ 1,827,350**	**$ 186,739**	**$ 352,810**	**$ 1,287,801**	**30%**
	$ -	**$ (186,739)**	**$ 373,938**	**$ (187,199)**	

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 02	CHURCH STREET BAFFLE BOX	1,738	.00		8,690	.00		20,856	20,856.00
338 **	SHARED REVENUE LOCAL UNIT	1,738	.00		8,690	.00		20,856	20,856.00
330 ***	INTERGOVERNMENTAL REVENUE	1,738	.00		8,690	.00		20,856 ✓	20,856.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	123,309	138,627.66	112	616,545	725,246.03	118	1,479,710	754,463.97
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	123,309	138,627.66	112	616,545	725,246.03	118	1,479,710	754,463.97
343 **	PHYSICAL ENVIRONMENT	123,309	138,627.66	112	616,545	725,246.03	118	1,479,710	754,463.97
340 ***	CHARGES FOR SERVICES	123,309	138,627.66	112	616,545	725,246.03 ✓	118	1,479,710 ✓	754,463.97
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	250	523.60-	209	1,250	663.26	53	3,000	2,336.74
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	523.60-	209	1,250	663.26	53	3,000	2,336.74
20 00	DIVIDENDS	0	15.07		0	39.14		0	39.14-
38 00	NET INC/DEC-FMV INVESTMNT	0	193,635.38-		0	*193,463.82-		0	193,463.82
40 00	GAIN/LOSS SALE INVEST	0	3.36-		0	3.36-		0	3.36
40 02	UNREALIZED GAIN/LOSS	0	802.75		0	802.75		0	802.75-
40 *	GAIN/LOSS SALE INVEST	0	799.39		0	799.39		0	799.39-
361 **	INTEREST & OTHER EARNINGS	250	193,344.52-	7338	1,250	191,962.03-	5357	3,000	194,962.03

$1,501.79

* (Timing with accounting transaction)

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365 **	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	193,344.52-	7338	1,250	*191,962.03-	5357	3,000 ✓	194,962.03
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	19,405	.00		97,025	.00		232,864	232,864.00
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	19,405	.00		97,025	.00		232,864	232,864.00
381 **	INTERFUND TRANSFER	19,405	.00		97,025	.00		232,864	232,864.00
389	NON OPERATING SOURCES								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	10,433	.00		17,894	.00		90,920	90,920.00
99 *	BALANCE FORWARD	10,433	.00		17,894	.00		90,920	90,920.00
389 **	NON OPERATING SOURCES	10,433	.00		17,894	.00		90,920	90,920.00
380 ***	OTHER SOURCES(NON-REV)	29,838	.00		114,919	.00		323,784	323,784.00
FUND TOTAL	STORMWATER UTILITY	155,135	54,716.86-	35	741,404	533,284.00	72	1,827,350 ✓	1,294,066.00

*725,246.03

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	33154	31862.09	96	165770	149194.27	90	.00	397853	248658.73	38
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	33154	31862.09	96	165770	149194.27	90	.00	397853	248658.73	38
13-00	OTHER SALARIES & WAGES	3674	3354.20	91	18370	17609.57	96	.00	44089	26479.43	40
13 **	OTHER SALARIES & WAGES	3674	3354.20	91	18370	17609.57	96	.00	44089	26479.43	40
14-00	OVERTIME	416	8.65	2	2080	1926.14	93	.00	5000	3073.86	39
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	416	8.65	2	2080	1926.14	93	.00	5000	3073.86	39
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	45	.00	0	225	360.00	160	.00	550	190.00	66
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	225	360.00	160	.00	550	190.00	66
21-00	FICA TAXES	2635	2588.61	98	13175	12397.48	94	.00	31629	19231.52	39
21 **	FICA TAXES	2635	2588.61	98	13175	12397.48	94	.00	31629	19231.52	39
22-00	RETIREMENT CONTRIBUTIONS	3483	3255.28	94	17415	15730.40	90	.00	41798	26067.60	38
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3483	3255.28	94	17415	15730.40	90	.00	41798	26067.60	38
23-00	LIFE/HEALTH INSURANCE	10071	8162.84	81	50355	33986.95	68	.00	120858	86871.05	28
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	10071	8162.84	81	50355	33986.95	68	.00	120858	86871.05	28
24-00	WORKER'S COMPENSATION	4833	3900.21	81	24165	20191.44	84	.00	58003	37811.56	35
24 **	WORKER'S COMPENSATION	4833	3900.21	81	24165	20191.44	84	.00	58003	37811.56	35

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	640	880.00	138	3200	3230.00	101	.00	7680	4450.00	42
27 **	CAFETERIA PLAN	640	880.00	138	3200	3230.00	101	.00	7680	4450.00	42
31-00	PROFESSIONAL SERVICES	20387	2955.00	15	68725	12254.00	18	143927.00	211441	55260.00	74
31-01	LEGAL EXPENSES	41	.00	0	205	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	525	505.73	96	2625	2243.26	86	4056.74	6300	.00	100
31 **	PROFESSIONAL SERVICES	20953	3460.73	17	71555	14497.26	20	147983.74	218241	55760.00	75
34-00	CONTRACT SERVICES	600	.00	0	3000	.00	0	5000.00	7200	2200.00	69
34-10	COST OF GENERAL FUND SVCS	7861	7862.00	100	39305	39310.00	100	.00	94343	55033.00	42
34 **	CONTRACT SERVICES	8461	7862.00	93	42305	39310.00	93	5000.00	101543	57233.00	44
39-00	CONTINGENCY	555	.00	0	2775	.00	0	.00	6666	6666.00	0
39 **	CONTINGENCY	555	.00	0	2775	.00	0	.00	6666	6666.00	0
40-00	TRAVEL & PER DIEM	400	263.64	66	2000	691.64	35	.00	4800	4108.36	14
40 **	TRAVEL & PER DIEM	400	263.64	66	2000	691.64	35	.00	4800	4108.36	14
41-00	COMMUNICATION	102	96.18	94	510	346.88	68	877.12	1224	.00	100
41 **	COMMUNICATION	102	96.18	94	510	346.88	68	877.12	1224	.00	100
42-00	POSTAGE & FREIGHT	62	.00	0	310	85.00	27	.00	750	665.00	11
42 **	POSTAGE & FREIGHT	62	.00	0	310	85.00	27	.00	750	665.00	11
43-00	ELECTRIC/WATER/SEWER	1416	862.54	61	7080	4159.89	59	13065.38	17000	225.27-	101
43 **	ELECTRIC/WATER/SEWER	1416	862.54	61	7080	4159.89	59	13065.38	17000	225.27-	101
44-00	RENTALS AND LEASES	416	.00	0	2080	.00	0	.00	5000	5000.00	0
44 **	RENTALS AND LEASES	416	.00	0	2080	.00	0	.00	5000	5000.00	0
45-00	INSURANCE	412	.00	0	2060	4216.85	205	.00	4954	737.15	85
45 **	INSURANCE	412	.00	0	2060	4216.85	205	.00	4954	737.15	85

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3125	2690.10	86	15625	6258.65	40	2624.72	37500	28616.63	24
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3025	2548.85	84	14697	16371.52	111	.00	35873	19501.48	46
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6150	5238.95	85	30322	22630.17	75	2624.72	73373	48118.11	34
47-00	PRINTING & BINDING	83	.00	0	415	571.21	138	.00	1000	428.79	57
47 **	PRINTING & BINDING	83	.00	0	415	571.21	138	.00	1000	428.79	57
49-00	OTHER CHARGES & OBLIG.	208	.00	0	1040	.00	0	.00	2500	2500.00	0
49-07	BAD DEBT EXPENSE	833	298.20-	36-	4165	1508.31-	36-	.00	10000	11508.31	15-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	1041	298.20-	29-	5205	1508.31-	29-	.00	12500	14008.31	12-
51-00	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-00	OPERATING SUPPLIES	1178	599.17	51	5890	4300.93	73	7808.80	14144	2034.27	86
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1911	1731.32	91	9555	6987.09	73	.00	22934	15946.91	31
52-33	EMPLOYEE HEALTH CENTER	266	169.03	64	1330	781.98	59	2418.02	3200	.00	100
52 **	OPERATING SUPPLIES	3355	2499.52	75	16775	12070.00	72	10226.82	40278	17981.18	55
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	91	.00	0	455	650.00	143	.00	1100	450.00	59
54 **	MEMBERSHIP/PUBLICATIONS	91	.00	0	455	650.00	143	.00	1100	450.00	59
55-00	TRAINING	375	234.00	62	1875	463.00	25	.00	4500	4037.00	10
55 **	TRAINING	375	234.00	62	1875	463.00	25	.00	4500	4037.00	10
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	52299	.00	0	260862	.00	0	6960.94	626961	620000.06	1
63 **	INFRASTRUCTURE	52299	.00	0	260862	.00	0	6960.94	626961	620000.06	1
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	155122	74231.24	48	741339	352809.84	48	186738.72	1827350	1287801.44	30
GRAND	TOTAL *********	155122	74231.24	48	741339	352809.84	48	186738.72	1827350	1287801.44	30

FY 2019 Budget by Classification Report - Summary Listing

Through 2/28/19

Target for February 2019 is 42%

FUND 426 - WATER/SEWER CAPITAL PROJECTS 2018B

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
MISCELLANEOUS (INTEREST)	$ -	$ -	$ 59,212	$ (59,212)	100%
OTHER SOURCES (NON-REVENUE)	$ 27,227,500		$ 41,472,377	$ (14,244,877)	152%
REVENUE TOTALS	**$ 27,227,500**	**-**	**$ 41,531,589**	**$ (14,304,089)**	**153%**
EXPENSE					
CAPITAL OUTLAY	$ 27,227,500	$ 1,469,842	$ 949,756	$ 24,807,902	9%
EXPENSE TOTALS	**$ 27,227,500**	**$ 1,469,842**	**$ 949,756**	**$ 24,807,902**	**9%**
REVENUE TOTALS	**$ 27,227,500**	**$ -**	**$ 41,531,589**	**$ (14,304,089)**	**153%**
EXPENSE TOTALS	**$ 27,227,500**	**$ 1,469,842**	**$ 949,756**	**$ 24,807,902**	**9%**
	$ -	$ (1,469,842)	$ 40,581,833	$ (39,111,991)	

FUND 426 WS CPTL PROJ 2018B

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	41,812.02		0	59,212.23		0	59,212.23-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/LOSS	0	.00		0	.00		0	.00
40 *	GAIN/LOSS SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	41,812.02		0	59,212.23		0	59,212.23-
360 ***	MISCELLANEOUS REVENUES	0	41,812.02		0	59,212.23		0	59,212.23-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	41,472,377.00		0	41,472,377.00-
91 *	TRANSFER FROM	0	.00		0	41,472,377.00		0	41,472,377.00-
381 **	INTERFUND TRANSFER	0	.00		0	41,472,377.00		0	41,472,377.00-
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,475,228	.00		9,900,912	.00		27,227,500	27,227,500.00
99 *	BALANCE FORWARD	2,475,228	.00		9,900,912	.00		27,227,500	27,227,500.00
389 **	NON OPERATING SOURCES	2,475,228	.00		9,900,912	.00		27,227,500	27,227,500.00
380 ***	OTHER SOURCES(NON-REV)	2,475,228	.00		9,900,912	41,472,377.00	419	27,227,500	14,244,877.00-
FUND TOTAL	WS CPTL PROJ 2018B	2,475,228	41,812.02	2	9,900,912	41,531,589.23	420	27,227,500	14,304,089.23-

REPORT SELECTIONS

Fiscal year . . . . . : 2019
Fund . . . . . : 426
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 426 WS CPTL PROJ 2018B

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2156239	3751.50	0	9262934	949756.06	10	1469841.80	24356604	21937006.14	10
63 **	INFRASTRUCTURE	2156239	3751.50	0	9262934	949756.06	10	1469841.80	24356604	21937006.14	10
64-00	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	318988	.00	0	637976	.00	0	.00	2870896	2870896.00	0
91 **	INTERFUND TRANSFER	318988	.00	0	637976	.00	0	.00	2870896	2870896.00	0
FUND 426	TOTAL *********										
	WS CPTL PROJ 2018B	2475227	3751.50	0	9900910	949756.06	10	1469841.80	27227500	24807902.14	9
GRAND	TOTAL *********										
		2475227	3751.50	0	9900910	949756.06	10	1469841.80	27227500	24807902.14	9

Legislation Details (With Text)

File #:	19-132	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/28/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	FY 2019 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February FY 2019 EXPENSE Budget Tracking Worksheet.pdf February FY 2019 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 28, 2019
Agenda Date: April 10, 2019
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2019 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 2019 thru February 28, 2019.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
01/10/19	001-1000-511.52-00	(100)	BA #44 - BUSINESS CARDS FOR NEW COUNCIL MEMBERS		1285
	001-1000-511.47-00	100			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1100 - CITY MANAGER'S OFFICE					
11/28/18	001-1100-512.49-00	3,231	BA #21 - WEBSITE ADA COMPLIANCE		655
1	Budget Amendments/Transfers		Division 1100 Total	$3,231	
1103 - INFORMATION TECHNOLOGY					
01/09/19	001-1103-516.68-10	(8,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-1103-516.68-10	(7,059)			
	001-1103-516.64-15	(6,000)			
	001-1103-516.52-00	21,059			
1	Budget Amendments/Transfers		Division 1103 Total	$0	
1500 - FINANCE GENERAL ACCOUNTNG					
01/09/19	001-1500-513.64-00	(3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-1500-513.52-00	3,500			
1	Budget Amendments/Transfers		Division 1500 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
01/09/19	001-1510-536.34-00	32,256	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS		1324
1	Budget Amendments/Transfers		Division 1510 Total	$32,256	
1600 - GENERAL OPERATIONS					
11/14/18	001-1600-513.39-00	(6,000)	BA #14 - MILESTONE PROFESSIONAL SERVICES - DEBT COMP, FIN REP		647
	001-1600-513.31-00	6,000			
11/28/18	001-1600-513.39-00	(10,000)	BA #21 - INTEGRITY FINANCE LLC - TAX EXEMPT CALCS		942
	001-1600-513.31-00	10,000			
01/09/19	001-1600-513.39-00	(32,256)	BA #34 - UNANTICIPATED INCREASE IN PHONE COSTS		1324
3	Budget Amendments/Transfers		Division 1600 Total	($32,256)	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1601 - EMERGENCY/DISASTER SVS					
11/28/18	001-1601-525.63-00	35,074	BA #21 - HURRICANE IRMA DAMAGES		655
01/09/19	001-1601-525.41-00	2,400	BA #34 - FIRE STATION REPEATER		1322
2	Budget Amendments/Transfers		Division 1601 Total	$37,474	
1801 - HUMAN RESOURCES					
01/29/19	001-1801-513.23-00	(1,250)	BA #47 - CONTRACT WORK SAFETY RISK MANAGER		1518
	001-1801-513.34-00	1,250			
1	Budget Amendments/Transfers		Division 1801 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
10/25/18	001-2100-521.52-00	(742)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER		267
	001-2100-521.46-00	742			
11/14/18	001-2100-521.64-15	(50,400)	BA #11 - PD LAPTOP REPLACEMENT PROGRAM - NO LONGER CAPITAL		645
	001-2100-521.52-00	50,400			
01/09/19	001-2100-521.64-01	(24,879)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-2100-521.64-00	(8,075)			
	001-2100-521.64-00	(3,846)			
	001-2100-521.52-00	3,846			
	001-2100-521.52-00	8,075			
	001-2100-521.52-11	24,879			
3	Budget Amendments/Transfers		Division 2100 Total	$0	
2101 - POLICE COMMUNICATIONS					
10/25/18	001-2101-521.34-00	(2,772)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER		267
	001-2101-521.46-00	2,772			
1	Budget Amendments/Transfers		Division 2101 Total	$0	
2132 - CODE ENFORCEMENT					
10/25/18	001-2132-524.52-00	(85)	BA #9 - PD SYMPHONY CONSOLE, NOTARY RENEWAL, & INTOXILYZER		267
	001-2132-524.54-00	85			
1	Budget Amendments/Transfers		Division 2132 Total	$0	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2201 - FIRE OPERATIONS					
11/28/18	001-2201-522.64-00	90,520	BA #21 - FIRE TRUCK REFURBISHMENT		655
01/17/19	001-2201-522.64-00	(8,717)	BA #45 - PURCHASE SCBA GEAR - NO LONGER CAPITAL		1384
	001-2201-522.52-00	8,717			
2	Budget Amendments/Transfers		Division 2201 Total	$90,520	
3200 - ADMINISTRATION					
11/28/18	001-3200-515.34-02	77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-3200-515.31-00	4,888	BA #21 - PARKING STUDY OF COCOA VILLAGE		655
01/09/19	001-3200-515.64-15	(2,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3200-515.64-15	(1,800)			
	001-3200-515.52-00	4,300			
01/14/19	001-3200-515.12-00	(25,000)	BA #40 - PAY FOR INSPECTION SERVICES DUE TO LACK OF STAFF		1321
	001-3200-515.34-00	25,000			
4	Budget Amendments/Transfers		Division 3200 Total	$82,088	
3205 - ECONOMIC DEVELOPMENT					
11/28/18	001-3205-559.31-00	7,112	BA #21 - CONSULTING FOR HUD LOAN		655
01/23/19	001-3205-559.34-03	20,000	BA #50 - FLORIDA DEPT. OF ECONOMIC OPPORTUNITY GRANT		1520
2	Budget Amendments/Transfers		Division 3205 Total	$27,112	
3510 - STREET MANAGEMENT					
10/10/18	001-3510-541.63-00	(339,797)	BAF#3 - GOODSON PAVING AGREEMENTS FOR FY19		135
	001-3510-541.46-00	339,797			
	001-3510-541.63-00	(60,203)	BAF#4 - GOODSON PAVING COCOA VILLAGE SIDEWALKS		136
	001-3510-541.63-00	(25,117)			
	001-3510-541.46-00	25,117			
	001-3510-541.46-00	60,203			
11/28/18	001-3510-541.63-00	15,153	BA #21 - FISKE BLVD COMPLETE STREET		655
	001-3510-541.46-00	44,988	BA #21 - US1 CORRIDOR LIGHTING		655
4	Budget Amendments/Transfers		Division 3510 Total	$60,141	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3520 - PARKS & BEAUTIFICATION					
12/14/18	001-3520-572.34-00	(14,000)	BA #29 - OVERTIME FOR MOWER & PRESSURE WASHER RENTAL		944
	001-3520-572.44-00	6,000			
	001-3520-572.14-00	8,000			
	001-3520-572.34-00	(33,456)	BA #30 - MOWING AND MAINTENANCE OF US1 & SR520		944
	001-3520-572.34-09	33,456			
2	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/28/18	001-3540-519.34-00	8,000	BA #21 - NAPA PARTS CONTROL		655
1	Budget Amendments/Transfers		Division 3540 Total	$8,000	
3560 - FACILITY MANAGEMENT					
11/28/18	001-3560-519.46-02	6,529	BA #21 - HEART OF COCOA MEETING ROOM		655
01/09/19	001-3560-519.46-02	2,800	BA #34 - COMPLETION OF MEETING ROOM		1322
	001-3560-519.64-00	(4,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3560-519.64-00	(3,000)			
	001-3560-519.64-00	(2,500)			
	001-3560-519.64-00	(1,500)			
	001-3560-519.52-00	11,000			
	001-3560-519.34-00	(12,000)	BA #34 - UNBUDGETED A/C REPAIR COSTS FOR FY19		1324
	001-3560-519.46-02	12,000			
01/23/19	001-3560-519.52-00	21,470	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS		1519
5	Budget Amendments/Transfers		Division 3560 Total	$30,799	
3580 - CAPITAL PROJECTS MNGMT					
11/28/18	001-3580-519.63-00	59,390	BA #21 - HURRICANE IRMA DAMAGES		655
	001-3580-519.63-00	303,900			
01/09/19	001-3580-519.64-00	(28,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	001-3580-519.52-00	28,000			
2	Budget Amendments/Transfers		Division 3580 Total	$363,290	
38	Total Budget Amendments/Transfers		**GENERAL FUND**	**$702,655**	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3240 - HOUSING GRANTS					
11/28/18	103-3240-554.83-00	350	BA #21 - INSPECTION SERVCES		655
	103-3240-554.83-00	225	BA #21 - REHAB INSPECTION SERVICES		655
01/10/19	103-3240-554.83-00	(17,833)	BA #39 - PURCHASE 2019 FORD FUSION FOR COMMUNITY SERVICES DIRECTOR		1285
	103-3240-554.64-00	17,833			
3 Budget Amendments/Transfers			Division 3240 Total	$575	
3 Total Budget Amendments/Transfers			**CDBG**	**$575**	
3240 - HOUSING GRANTS					
12/12/18	104-3240-554.83-00	(95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMNT		1031
1 Budget Amendments/Transfers			Division 3240 Total	($95,355)	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**($95,355)**	
3240 - HOUSING GRANTS					
11/28/18	105-3240-554.83-00	450	BA #21 - 425 BERNARD APPRAISAL		655
	105-3240-554.34-00	1,780	BA #21 - HOUSING COUNSELING		655
2 Budget Amendments/Transfers			Division 3240 Total	$2,230	
2 Total Budget Amendments/Transfers			**SHIP / COCOA HOUSING TRUST**	**$2,230**	
3230 - CRA ADMIN/OPERATIONS					
11/28/18	110-3230-559.31-00	6,075	BA #21 - CONSULTANT SERVICES		655
	110-3230-559.63-00	2,000	BA #21 - LEE WENNER PARK		655
	110-3230-559.83-00	7,000	BA #21 - OLEANDER STREET FACADE GRANT		655
12/20/18	110-3230-559.52-00	(200)	BA #15 - FUNDS NOT BUDGETED FOR C NEUTERMAN CELL PHONE		1033
	110-3230-559.41-00	200			
	110-3230-559.63-00	(95,000)	BA #33 - MOVE FUNDS TO NEW PROJECT NUMBER FOR TDOCK		1032
	110-3230-559.63-00	95,000			
01/09/19	110-3230-559.39-00	(2,000)	BA #34 - LABOR FOR CAMERA NOT IN ORIGINAL QUOTE		1324
	110-3230-559.64-15	2,000			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/21/19	110-3230-559.34-00	(10,000)	BA #58 - SECURITY LIGHTS AT LEE WENNER & LEGAL FEES		1844
	110-3230-559.40-00	(2,478)			
	110-3230-559.55-00	(1,051)			
	110-3230-559.31-01	3,529			
	110-3230-559.63-00	10,000			
	110-3230-559.39-00	(140,000)	BA #59 - MOVE CONTINGENCY FOR CRA ASSESSMENTS		1844
	110-3230-559.31-00	140,000			
8	Budget Amendments/Transfers		Division 3230 Total	$15,075	
	8 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$15,075**	
3230 - CRA ADMIN/OPERATIONS					
11/19/18	111-3230-559.63-00	(60,000)	BA #6 - WOMEN'S VETERAN HOUSING - MOVE FUNDS		567
	111-3230-559.34-00	60,000			
12/03/18	111-3230-559.52-00	(300)	BA #16 - CELL PHONE FOR CHARLENE NEUTERMAN		724
	111-3230-559.41-00	300			
12/31/18	111-3230-559.64-00	(3,051)	BA #24 - MOVE FUNDS DUE TO CAPITAL THRESHOLD INCREASE		1129
	111-3230-559.42-00	295			
	111-3230-559.52-00	2,756			
02/21/19	111-3230-559.55-00	(800)	BA #56 - HABITAT FOR HUMANITY APPRAISAL & CLOSING COST		1844
	111-3230-559.40-00	(280)			
	111-3230-559.31-00	1,080			
4	Budget Amendments/Transfers		Division 3230 Total	$0	
	4 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
10/10/18	141-2100-521.52-00	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-2100-521.52-00	7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2	Budget Amendments/Transfers		Division 2100 Total	$12,488	
	2 Total Budget Amendments/Transfers		**POLICE CONFISCATED FUND**	**$12,488**	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
3580 - CAPITAL PROJECTS MNGMT				
01/09/19	301-3580-519.62-00	(2,800)	BA #34 - REPLENISH DEPARTMENT BUDGET	1324
	301-3580-581.91-01	2,800		
01/30/19	301-3580-519.62-00	(17,360)	BA #42 - MOVE FUNDS TO COVER ARCHITECT SERVICES	1543
	301-3580-519.31-00	17,360		
2 Budget Amendments/Transfers			Division 3580 Total	$0
2 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$0**
1515 - UTILITY SUPPORT SERVICES				
01/09/19	421-1515-536.46-00	700	BA #34 - TIMECLOCK AND WINDOW TINTS	1322
	421-1515-536.46-00	2,900		
	421-1515-536.64-15	(4,483)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL	1324
	421-1515-536.64-15	(2,799)		
	421-1515-536.64-15	(1,684)		
	421-1515-536.46-00	2,038		
	421-1515-536.52-00	2,445		
	421-1515-536.52-00	4,483		
	421-1515-536.34-00	2,900	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE	1324
3 Budget Amendments/Transfers			Division 1515 Total	$6,500
4010 - WATER ADMINISTRATION				
10/10/18	421-4010-536.39-00	(119,034)	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD	132
11/14/18	421-4010-536.39-00	(6,000)	BA #14 - MILESTONE PROFESIONAL SERVICES - DEBT COMP, FIN REP	647
	421-4010-536.31-00	6,000		
11/28/18	421-4010-536.31-00	1,800	BA #21 - BOND CERTIFICATION	655
	421-4010-536.31-00	88	BA #21 - FDEP VIOLATION INSERTS	655
	421-4010-536.31-00	28,740	BA #21 - REQUIRED EPA TESTING	655
12/31/18	421-4010-536.31-00	(1,110)	BA #35 - COVER INCREASE IN VEHICLE PURCHASE COST	1129
	421-4010-536.64-00	1,110		

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/09/19	421-4010-536.39-00	(78,476)	BA #34 - COSTS NOT BUDGETED IN FY19		1324
	421-4010-536.39-00	(112,490)	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT		1324
	421-4010-536.39-00	22,799	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT		1324
	421-4010-536.64-15	(500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-4010-536.52-00	500			
	421-4010-536.39-00	(2,900)	BA #34 - UNANTICIPATED PHONE LINE COST INCREASE		1324
11	Budget Amendments/Transfers		Division 4010 Total	($259,473)	
4020 - DYAL PLANT					
10/29/18	421-4020-536.63-00	(42,362)	TRANSFER FOR OFF SCOPE SERVICE		299
11/28/18	421-4020-536.63-00	(506,413)	BA #20 - AUTOMATIC TRANSFER SWITCH		654
	421-4020-536.63-00	(600,000)	BA #20 - DYAL SURFACE WATER WELL		654
	421-4020-536.63-00	(500,000)	BA #20 - FILTER REHAB 1-5		654
	421-4020-536.46-00	3,380	BA #21 - BUBBLER BOX GROUNDWATER		655
	421-4020-536.55-00	8,035	BA #21 - ELECTRICAL SAFETY EDUCATION PROGRAM		655
	421-4020-536.63-00	507,254	BA #21 - FILTERS #5 & #6		655
	421-4020-536.63-00	37,850	BA #21 - SCADA SERVER REPLACEMENT		655
	421-4020-536.46-00	6,395	BA #21 - SEWAGE GRINDER		655
	421-4020-536.42-00	500	BA #21 - SHIPPING		655
	421-4020-536.63-00	22,131	BA #21 - TCR ATS / PUMP CONTROL		655
12/12/18	421-4020-536.63-00	(229,496)	BA #26 - REPLACE TWO HVAC CHILLERS FOR DYAL WTP		1030
	421-4020-536.63-00	229,496			
12/14/18	421-4020-536.64-00	(47,334)	BA #28 - DYAL WTP REPLACE DIESEL FUEL TANK BANANA RIVER		943
	421-4020-536.64-00	47,334			
01/09/19	421-4020-536.63-00	78,476	BA #34 - COSTS NOT BUDGETED IN FY19		1324
	421-4020-536.64-00	(6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-4020-536.64-00	(4,200)			
	421-4020-536.64-00	(4,000)			
	421-4020-536.52-00	14,200			
	421-4020-536.63-00	506,413	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
16	Budget Amendments/Transfers		Division 4020 Total	($478,341)	

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EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4025 - WATER FIELD OPERATIONS					
10/10/18	421-4025-536.46-00	119,034	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD		132
11/28/18	421-4025-536.46-00	2,855	BA #21 - CONE ROAD PROJECT		655
	421-4025-536.46-00	2,208	BA #21 - EAST COAST CC FIRELINE		655
	421-4025-536.46-00	4,268	BA #21 - METER STATION		655
	421-4025-536.46-00	357,878	BA #21 - ROAD RESTORATION		655
	421-4025-536.46-00	52,265	BA #21 - VALVE IMPROVEMENT		655
	421-4025-536.46-00	116,131			
	421-4025-536.46-00	1,650	BA #21 -PIPING FOR WILSON ST FM		655
01/09/19	421-4025-536.46-00	(90,389)	BA #34 - ADJUST PROFESIONAL FEE DUE TO BUDGETARY OVERAGE		1324
	421-4025-536.31-03	90,389			
	421-4025-536.64-15	(13,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-4025-536.52-00	13,500			
9	Budget Amendments/Transfers		Division 4025 Total	$656,289	
4055 - ENGINEERING					
10/29/18	421-4055-536.63-00	42,362	TRANSFER FOR OFF SCOPE SERV		299
11/14/18	421-4055-536.63-00	(325,116)	BA #17 - CIP PROJECTS COVERED UNDER BOND		648
	421-4055-536.63-00	325,116			
11/28/18	421-4055-536.63-00	(400,000)	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT		654
	421-4055-536.63-00	(5,200,000)	BA #20 - DYAL CHEMICAL CONVERSION		654
	421-4055-536.63-00	(330,000)	BA #20 - DYAL GROUNDWTR WTP REACTOR		654
	421-4055-536.63-00	(974,656)	BA #20 - FISKE BLVD PIPELINE REPLACEMENT		654
	421-4055-536.63-00	(698,664)	BA #20 - MICHIGAN AVENUE FORCE MAIN		654
	421-4055-536.63-00	(10,062,500)	BA #20 - PINEDA CROSSING		654
	421-4055-536.63-00	(2,461,274)	BA #20 - PIPE INFRASTRUCTURE		654
	421-4055-536.63-00	(1,997,743)	BA #20 - RAW WATER PIPELINE UPGRADE		654
	421-4055-536.68-10	35,118	BA #21 - CAPITAL PLAN WATER		655
	421-4055-536.63-00	77,906	BA #21 - GW/SW CLEARWELL		655

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	421-4055-536.63-00	5,497	BA #21 - INDUSTRIAL PARK PUMP STATION		655
	421-4055-536.63-00	209,868			
	421-4055-536.63-00	420,316			
	421-4055-536.31-00	34,307	BA #21 - INSPECTION OF FIBER OPTIC CABLE		655
	421-4055-536.63-00	33,785	BA #21 - MICHIGAN AVENUE FM EXTENSION		655
	421-4055-536.63-00	6,429	BA #21 - SR 520		655
	421-4055-536.63-00	488	BA #21-CHASE / NORTH TROPICAL TRAIL LOOPING IMPROVEMENTS		655
01/09/19	421-4055-536.64-15	(3,500)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-4055-536.64-15	(1,800)			
	421-4055-536.52-00	5,300			
	421-4055-536.63-00	2,741	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
	421-4055-536.63-00	35,720			
	421-4055-536.63-00	2,326,022			
19	Budget Amendments/Transfers		Division 4055 Total	($18,894,278)	
4120 - WATER RECLAMATION					
11/01/18	421-4120-536.46-00	(150)	BA #10 - COVER PRINTING FOR SELLERS WORK ORDERS		346
	421-4120-536.47-00	150			
11/28/18	421-4120-536.63-00	(2,836,250)	BA #20 - JERRY SELLERS FLOW		654
	421-4120-536.63-00	(130,000)	BA #20 - REPLACE RUSTED CONNECTIONS		654
	421-4120-536.63-00	(130,000)	BA #20 - SPALLING REPAIR OF FILTER		654
	421-4120-536.63-00	219,098	BA #21 - BNR IMPROVEMENTS		655
	421-4120-536.63-00	72,799	BA #21 - CAROLLO TASK ORDER 2018-03		655
	421-4120-536.63-00	76,528	BA #21 - MCC 1-6 IMPROVEMENTS		655
	421-4120-536.46-00	8,445	BA #21 - REPLACE WASTE WATER PUMP		655
01/09/19	421-4120-536.63-00	(22,799)	BA #34 - REDUCE AMOUNT TO TASK ORDER AMOUNT		1324
	421-4120-536.64-00	(6,000)	BA #34 - TRANSFER TO OPERATING FROM CAPITAL		1324
	421-4120-536.64-00	(5,000)			
	421-4120-536.52-00	5,000			
	421-4120-536.52-00	6,000			

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
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Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	421-4120-536.63-00	45,243	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
	421-4120-536.63-00	49,576			
	421-4120-536.63-00	128,132			
	421-4120-536.63-00	155,000			
11	Budget Amendments/Transfers		Division 4120 Total	($2,364,228)	
4125 - SEWER FIELD OPERATIONS					
11/28/18	421-4125-536.63-00	(400,000)	BA #20 - CIPP REHAB		654
	421-4125-536.46-00	49,929	BA #21 - MANHOLE ASSESSMENT		655
	421-4125-536.46-00	22,870	BA #21 - REPLACE LIFT STATION PUMPS		655
	421-4125-536.46-00	75,000	BA #21 - RESORATION SERVICES		655
01/09/19	421-4125-536.46-00	112,490	BA #34 - PROVIDE ADDITIONAL BUDGET FOR PROJECT		1324
5	Budget Amendments/Transfers		Division 4125 Total	($139,711)	
74	Total Budget Amendments/Transfers		**WATER / SEWER ENTERPRISE**	**($21,473,242)**	
3570 - STORMWATER UTILITY					
11/28/18	423-3570-538.31-00	660	BA #21 - CARRY FORWARD FROM FY17		655
	423-3570-538.63-00	3,703	BA #21 - CURB / GUTTER / SIDEWALK REPLACEMENT		655
	423-3570-538.63-00	3,258	BA #21 - FISKE BLVD COMPLETE STREETS		655
	423-3570-538.46-03	4,708	BA #21 - REPAIR OF CASE BACKHOE		655
01/23/19	423-3570-538.31-00	65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-3570-538.31-00	34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
6	Budget Amendments/Transfers		Division 3570 Total	$111,776	
6	Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$111,776**	
4010 - WATER ADMINISTRATION					
01/09/19	426-4010-581.91-21	2,870,896	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
1	Budget Amendments/Transfers		Division 4010 Total	$2,870,896	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4020 - DYAL PLANT					
11/28/18	426-4020-536.63-00	506,413	BA #20 - AUTOMATIC TRANSFER SWITCH		654
	426-4020-536.63-00	600,000	BA #20 - DYAL SURFACE WATER WELL		654
	426-4020-536.63-00	500,000	BA #20 - FILTER REHAB 1-5		654
01/09/19	426-4020-536.63-00	(506,413)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
4	Budget Amendments/Transfers		Division 4020 Total	$1,100,000	
4055 - ENGINEERING					
11/28/18	426-4055-536.63-00	400,000	BA #20 - CAPE CANAVERAL WATER MAIN REPLACEMENT		654
	426-4055-536.63-00	5,200,000	BA #20 - DYAL CHEMICAL CONVERSION		654
	426-4055-536.63-00	330,000	BA #20 - DYAL GROUNDWATER WTP REACTOR		654
	426-4055-536.63-00	974,656	BA #20 - FISKE BLVD PIPELINE REPLACEMENT		654
	426-4055-536.63-00	698,664	BA #20 - MICHIGAN AVE FORCE MAIN		654
	426-4055-536.63-00	10,062,500	BA #20 - PINEDA CROSSING		654
	426-4055-536.63-00	2,461,274	BA #20 - PIPE INFRASTRCTURE		654
	426-4055-536.63-00	1,997,743	BA #20 - RAW WATER PIPELINE UPGRADE		654
12/12/18	426-4055-536.63-00	(1,231,049)	BA #27 - MOVE FUNDS TO NORTH TRP TRAIL PROJECT		1029
	426-4055-536.63-00	1,231,049			
01/09/19	426-4055-536.63-00	(2,326,022)	BA #34 - MOVE FUNDS BACK TO 421 FOR FY18 POS		1324
	426-4055-536.63-00	(35,720)			
	426-4055-536.63-00	(2,741)			
10	Budget Amendments/Transfers		Division 4055 Total	$19,760,354	

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4120 - WATER RECLAMATION					
11/28/18	426-4120-536.63-00	2,836,250	BA #20 - JERRY SELLERS FLOW		654
	426-4120-536.63-00	130,000	BA #20 - REPLACE RUSTED CONNECTIONS		654
	426-4120-536.63-00	130,000	BA #20 - SPALLING REPAIR OF FILTER		654
3 Budget Amendments/Transfers			Division 4120 Total	$3,096,250	
4125 - SEWER FIELD OPERATIONS					
11/28/18	426-4125-536.63-00	400,000	BA #20 - CIPP REHABILITATION		654
1 Budget Amendments/Transfers			Division 4125 Total	$400,000	
19 Total Budget Amendments/Transfers			**WATER / SEWER CAPITAL PROJECTS 2018B**	**$27,227,500**	

159 Transfers & Amendments between 10/1/2018 and 2/28/2019

6,503,702

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.

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FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/28/18	001-0000-331.50-03	77,200	BA #19 - FDEP GRANT WAS AWARDED - ACCEPT GRANT		940
	001-0000-389.99-50	578,785	BA #21 - FUND BALANCE RESERVES		655
01/09/19	001-0000-381.91-30	2,800	BA #34 - COMPLETION OF MEETING ROOM		1322
	001-0000-389.99-50	2,400	BA #34 - FIRE STATION REPEATER		1322
01/23/19	001-0000-389.99-50	21,470	BA #43 - PURCHASE OF TWO CITY WELCOME SIGNS		1519
	001-0000-334.50-04	20,000	BA #50 - FLORIDA DEPT. OF ECONOMIC OPPORTUNITY GRANT		1520
6	Budget Amendments/Transfers		Division 0000 Total	$702,655	
	6 Total Budget Amendments/Transfers			$702,655	
11/28/18	103-0000-389.99-10	575	BA #21 - FUND BALANCE		655
1	Budget Amendments/Transfers		Division 0000 Total	$575	
	1 Total Budget Amendments/Transfers			$575	
12/12/18	104-0000-389.99-10	(95,355)	BA #31 - REDUCE HOME AMOUNT TO MATCH DISBURSEMENT AGREEMENT		1031
1	Budget Amendments/Transfers		Division 0000 Total	($95,355)	
	1 Total Budget Amendments/Transfers			($95,355)	
11/28/18	105-0000-389.99-10	2,230	BA #21 - FUND BALANCE		655
1	Budget Amendments/Transfers		Division 0000 Total	$2,230	
	1 Total Budget Amendments/Transfers			$2,230	
11/28/18	110-0000-389.99-10	15,075	BA #21 - FUND BALANCE		655
1	Budget Amendments/Transfers		Division 0000 Total	$15,075	
	1 Total Budget Amendments/Transfers			$15,075	
10/10/18	141-0000-389.99-11	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
11/14/18	141-0000-389.99-11	7,488	BA #12 - REPLACE EQUIPMENT IN INTERVIEW ROOMS		646
2	Budget Amendments/Transfers		Division 0000 Total	$12,488	
	2 Total Budget Amendments/Transfers			$12,488	
11/28/18	421-0000-389.99-50	(1,606,413)	BA #20 - FUND BALANCE RESERVES		654
	421-0000-389.99-50	(22,124,837)	BA #20 - WS FUND BALANCE RESERVES		654
	421-0000-389.99-50	(3,096,250)			
	421-0000-389.99-50	(400,000)			

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2019

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
	421-0000-389.99-50	2,501,811	BA #21 - FUND BALANCE RESERVES		655
01/09/19	421-0000-389.99-50	3,600	BA #34 - TIMECLOCK AND WINDOW TINTS		1322
	421-0000-389.99-50	377,951	BA #34 - TRUE UP FY19 BUDGET FOR FY18 PO'S		1322
	421-0000-381.91-26	2,870,896			
5	Budget Amendments/Transfers		Division 0000 Total	$1,473,242	
	5 Total Budget Amendments/Transfers			$1,473,242	
10/10/18	423-0000-389.99-50	(20,856)	BAF#5 - INDIAN RIVER LAGOON GRANT FUNDING / BAFFLE BOX		134
	423-0000-338.10-02	20,856			
11/28/18	423-0000-389.99-50	12,329	BA #21 - FUND BALANCE RESERVES		655
01/23/19	423-0000-389.99-50	65,120	BA #48 - STORMWATER 10 YR PLAN - MEAD AND HUNT		1521
	423-0000-389.99-50	34,327	BA #49 - BILLING SYSTEM AND RATES ANALYSIS		1522
4	Budget Amendments/Transfers		Division 0000 Total	$111,776	
	4 Total Budget Amendments/Transfers			$111,776	
11/28/18	426-0000-389.99-50	400,000	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
	426-0000-389.99-50	3,096,250			
	426-0000-389.99-50	22,124,837			
	426-0000-389.99-50	1,606,413	BA #20 - WS CAPITAL PROJECT FUND BALANCE RESERVES		654
2	Budget Amendments/Transfers		Division 0000 Total	$27,227,500	
	2 Total Budget Amendments/Transfers			$27,227,500	
23	**Transfers & Amendments between 10/1/2018 and 2/28/2019**				
				6,503,702	

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Legislation Details (With Text)

File #:	19-137	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	4/1/2019			**In control:**	City Council
On agenda:	4/10/2019			**Final action:**	
Title:	Council's Consideration of the Waste Management Annual Review. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Annual 18 Review Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 1, 2019
Agenda Date: April 10, 2019
Prepared By: Cheryl Meisenzahl, Contracts Technician
Through: Everett J. Wegerif, P.E., Public Works Director
Requested Action:
Council's Consideration of the Waste Management Annual Review

BACKGROUND:

The current Solid Waste Management Contract began on January 1, 2007 to September 30, 2011. The first of two (2), five (5) year renewals was adopted by City Council on July 26, 2011. The second, and final, five (5) year renewal was adopted by City Council on February 9, 2016. In accordance with the Solid Waste Franchise Agreement, the annual evaluation of the solid waste contractor's performance was completed by Public Works Department staff for the period of January 1, 2018 to December 31, 2018. The overall review indicates that services provided by Waste Management were of "Good" quality. Details of the findings are provided in the attached written report.

STRATEGIC PLAN CONNECTION:

Yearly review of Waste Management services provides necessary information needed to ensure the City is receiving the best service possible.

BUDGETARY IMPACT:

There is no budgetary impact involved with this review.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

None, informational item only.

2018 Waste Management Report

In accordance to the Solid Waste Franchise Agreement, paragraph 9.3, Waste Management's yearly review is due. The areas to be reviewed are as follows, per paragraph 9.1 of the contract;

A. Number of complaints received pursuant to paragraph 9.2 herein and Contractor's Performance in resolving the complaints in a professional and expedient manner.
B. Contractor's responsiveness to direction given by Authorized Representative.
C. The number of times the Contractor has had to pay liquidated damages pursuant to 25.0 herein.
D. Contractor's participation in community meetings sponsored by the City and Contractors performance in resolving complaints received at those meetings in a professional expedient manner.
E. Contractor's financial viability to continue in performing the collection disposal services as required by this agreement.

In each of these categories, we will assign a grade of: unacceptable, acceptable but needs improvement, or good designation.

Background

The city of Cocoa entered into an agreement with Waste Management (WM) for collection of waste within the City of Cocoa city limits on January 1, 2007. This contract was renewed for a final renewal period that will expire on September 30, 2021. The current contract covers collection of refuse, recycling, and green waste streams for residential customers and waste dumpster container services for commercial customers. Services not included are: collection of green waste on vacant lots, commercial green waste and recycling, construction and demolition debris pickup, and hazardous waste collection.

Waste Management not only works to pick up today's trash and recycling, but is helping to build a more environmentally sound and sustainable future as well. To help meet a company-wide sustainability goal as well as to reduce air pollution in Florida, the company has 750 trucks that run on compressed natural gas (CNG), a much cleaner-burning alternative to gasoline or diesel fuel.

CNG is one of the cleanest fuels currently available for use in heavy-duty trucks. By replacing a typical diesel engine with a natural gas engine we can reduce emissions:

- Up to 86% reduction in air particulates
- 75% reduction in carbon monoxide
- Up to 49% reduction in nitrogen oxides
- 25% reduction in carbon dioxide

Waste Management's CNG fleet in Florida is the largest in the waste industry. In 2007 the company committed to increase its fleet's fuel efficiency by 15% and reduce its fleet's emissions by 15% by 2020 and has already met the goal. The company currently has more than 7,200 natural gas vehicles on the road. Natural gas vehicles represent 80% of the company's new truck purchases. The company has 120 CNG fueling stations in place nationwide.

Approximately 50% of Waste Management collection vehicles used within the City of Cocoa are powered with CNG and expect to purchase additional CNG collection vehicles in the coming years for use at Waste Management Cocoa Hauling.

A. Number of Complaints- Acceptable, But Needs Improvement

According to the agreement, anything over 10 is eligible for liquidated damages charges, therefore 10 would be considered an "acceptable, but needs improvement" rating.

The complaints that are received by the city are forwarded by email or phone to Waste Management. When Public Works received a call from a resident, the general attitude was one of satisfaction. Though Public Works staff had received calls in 2018 regarding issues with their service, the number of calls appeared to have decreased.

The majority of callers stated they did not want to file a "formal" complaint but did want to voice their concern regarding their issue. Some concerns stemmed from calling the Waste Management customer service line directly. This has been an issue with the residents for the past five (5) years and does not seem to be improving. The initial issue may have been missed pick-ups but became more frustrating to the resident when trying to get a resolution through the Waste Management customer service line. The main issue seems to be that repetitive calls needed to be made before the original issue was resolved. When residents get no resolution from calling the customer service line, they call Public Works and express their frustration. It was discovered on these calls with residents that they were given incorrect information from the customer service line or were just told that the resident needed to call the City of Cocoa for a resolution. Some of the residents' frustration with WM customer service was that the resident would call and schedule a special pick up and, if WM missed that pick up, the resident had to call the customer service line back only to be told that there was no record of their initial call for the special pick up. Residents indicated that any issues they have had with Waste Management is resolved more quickly when they contact Public Works directly instead of the Waste Management customer service line.
This year, the data reported by Waste Management for 2017 had no formal complaints listed. Public Works, however, did receive three (3) "formal" complaints. This number is slightly higher than last year and frustration among the residents was clearly evident. As stated in the above paragraph, some of that frustration was dealing with the customer service line resulting in their initial concern taking much longer to get resolved then it should have. However, the "formal" complaints were regarding continually missed services, as noted below.

The following subdivisions had numerous calls to Public Works for missed services:

- College Manor
- Emerald Lakes
- Lost Lakes
- Adamson Creek

While not all residents wanted to submit a "formal" complaint, the "formal" complaints received were for missed services in College Manor and Emerald Lakes.

The reasons given for missed services given from Waste Management were long wait times at the landfill and an unusually high number of mechanical issues with their trucks. It should be noted, that in some cases, Waste Management provided a report on the day the services were missed to Public Works of areas that were missed so if, and when, the resident called Public Works, the reasoning and resolution of the missed service was already provided by Waste Management. When Waste Management was notified of missed trash or recycling service, they responded that day with immediate service and when following up with the residents regarding the solution, the majority of resents were happy with the timeframe of the resolution.

In addition to the missed pick-ups, some residents called in to this office to report their concerns of missed pick-ups of green waste piles. Some, but not all, of these issues stemmed from residents putting the green waste out on incorrect service days or piled incorrectly. It should be noted that when Waste Management was notified of missed green waste pick-ups, the issues were resolved in a timely manner, if not the same day. Also, Waste

Management is more than agreeable to pick-up green waste piles noted throughout the City even when they are not contractually obligated to; i.e., piles on vacant lots and piles on commercial property that do not pay for green waste pick-up.

There seemed to be an increase of construction & debris material, i.e. lumber & wood fencing, being left out for service for extended periods of time. These types of piles are not included as a service provided from Waste Management. These piles are being tagged by Waste Management as unacceptable service items and the tags are being sent to Public Works. Public Works staff is enlisting the help of Code staff with tagged items. The confusions stems from the resident being unaware that Waste Management is not contractually obligated to service these items since Waste Management performed the services as a courtesy to the City after a hurricane. Current options available to the resident for C&D service are as follows:

1. Resident can take wood to the Brevard County Cocoa landfill to dispose of at no charge.
2. Resident can order a roll-off container from Waste Management or any other roll-off hauler authorized to do business with in the City
3. Resident can use a Waste Management Bagster container and when filled, schedule a pick-up with Waste Management at a charge.
4. Request Waste Management to provide curbside service for an additional fee.

Waste Management and Public Works are working together to get this information out to the residents so we may decrease the number of C&D materials left out for service for extended periods of time.

In regards to the "formal" complaints, all were handled in a timely manner by Waste Management, with the exception of the issues the residents are having with Waste Management Customer Service line. When notified of the issue with the Customer Service line, Waste Management does take steps to correct the issues the residents are having, but it seems to only be a temporary solution since this seems to be an on-going issue.

With the first category of Number of Complaints, we give Waste Management a designation of "Acceptable, but Needs Improvement".

B. Responsiveness to Direction-Good

In accordance to paragraph 9.2 of the agreement, if notified by 12:00 noon of a customer concern, the contractor has until 5:00 pm of the same day to make contact with resident and/or resolve the issue. If notified of an issue after 12:00 noon, the contractor has until 12:00 noon the following day to make contact and/or resolve customer complaints. When notified by the City, the contractor seems to be applying the same criteria. The City complaint or issue may not get resolved in the time frame, but it is properly addressed in that timeframe and a resolution is soon to follow. There were a few exceptions where a request for pick-up was made when contact from the City had to be made multiple times, but generally their response time has been acceptable.

When the City staff makes requests for tagged locations lists, and other information from Waste Management, the response in 2018 has been acceptable. When a resident calls Public Works directly with issues and Waste Management was notified by Public Works, the response time was excellent. When these calls were followed up on, most, if not all of the customers have indicated that their issues were resolved to their satisfaction. When the City makes calls or emails Waste Management, we have had excellent response time, usually within the hour, and issues get resolved in a timely fashion. Communication with Waste Management contacts and Public Works staff has improved greatly resulting in issues being resolved in a timely manner throughout the City. However, as stated above, the response time when a resident calls the Waste Management customer service line still needs improvement. With this in mind, the category of responsiveness to given direction, the rating is "Good".

C. Number of Liquidated Damages-Good

The third category of review is the number of times the contractor has had to pay liquidated damages. At no time in 2018 did the City of Cocoa feel justified in charging liquidated damages. For this reason, in the category of Liquidated Damages the rating is "Good".

D. Participation in Community Meetings- Good

In 2018 there were no city sponsored community meetings. Therefore, Waste Management's participation was "Good".

E. Contractors Financial Viability- Good

There is no reason for the City to believe that the contractor is not financially viable to continue service.

REQUESTED IMPROVEMENTS

Since communication between Waste Management and Public Works has greatly improved, resolution of issues phoned into Public Works by dissatisfied customers has greatly improved. However, there still seems to be a communication issue between Waste Management's customer service line and the customers. Some improvements need to be made to ensure issues that are being phoned in on the Waste Management customer service line are being handled with the customer's best interest in mind. Incorrect information is still being given to the customers and it is very frustrating for them when they are told there are no records of previous calls made. It also should be noted that improvement needs to be made when a resident requests a call back from a supervisor. There have been multiple residents that state they never receive a call back from Waste Management when requested unless they call Public Works and the request is made by Public Works for a supervisor to reach out to the resident.

In regards to unserviceable piles out for service, it seems sometimes these items are not being tagged and sent to Public Works. It is being requested that the tagging of unserviceable items or piles improve with the copies of tags being sent to Public Works staff so we can follow up with the resident.

Overall Evaluation Rating: Good

Waste Management is continuing to provide a quality service for the City of Cocoa. Waste Management goes above and beyond in responding to requests from City staff in regards to missed pickups as well as issues that are outside of the contract with the City in a timely fashion and to the customer's satisfaction. Although there were some minor incidents that were resolved, the overall opinion of the service that Waste Management is providing for the City is "Good".