City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, March 28, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-122 Approve the Agenda for the Regular meeting of March 28, 2017, as presented or with amendments.

Attachments: 03-28-17.pdf

MINUTES:

II.2 17-123 Approve the Minutes of the Regular meeting of February 28, 2017, as written or with amendments.

Attachments: 02-28-17 Minutes.pdf

02-28-17 EXHIBIT A-Port Brief.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

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

Attachments:
104.3 Subordination (City of Cocoa)
104.3R Resolution (City of Cocoa)
FDOT Survey of Interchange
FDOT Viera Blvd Site Plan (MARK-UP)
103.2R Resolution (City of Cocoa)
800.2R Resolution (City of Cocoa)
Cocoa Subordination Agreement 1 20 17 (Site 103.2)
800.2 Subordination (City of Cocoa)

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

Attachments:
TO-UT-BUSSEN (2017-29) 3.14.17 $69760
T.O. 2017-29 Proposal
RFQ-12-06-COC

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

Attachments:
Community Engagement Plan.docx

VI. PUBLIC HEARINGS:

VI.1 17-124 Ordinance 06-2017/1st Reading: Amending the Future Land Use Map designation of one parcel (102.0 acres of the total 130.66-acre parcel) from “Low Density Residential” to “Neighborhood Commercial.” (Community Services Director)

Attachments:
06-2017 - FLUM W King Street 102.2 acres.pdf
Exhibit A (Legal Descrption & Map).pdf
2075WKingSt_ProposedFLUMap.pdf
Abutter Letter.pdf

VI.2 17-125 Ordinance 07-2017/1st Reading: Amending the Zoning Map designation of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) TO C-N (Neighborhood Commercial). (Community Services Director)

Attachments: 07-2017 - Rezone W King Street 102.2 acres.pdf
Exhibit A (Legal Description & Map).pdf
2075WKingSt_ProposedZoningMap.pdf
Abutter Letter.pdf

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

Attachments: 05-2017 Rezoning - Clearlake_Michigan #1.pdf
Legal Descriptions (Exhibit A).pdf
Location Map.pdf
Abutter Letter.pdf
Property Owner Notification Letter.pdf

VII. COUNCIL BUSINESS:

VII.1 17-114 To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2017.

Attachments: Resolution FOM Stabilization Reserve Change March 28 2017

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

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

Attachments: 02_28_17 Application.pdf
03_15_17 Consideration letter.pdf
Board of Adjustment roster.pdf

VIII. CITY BUSINESS:

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

Indexes: staffing; Youth; Employment

Attachments: Revised 2017 Summer Youth Employment Flyer.pdf
Budget Resolution FY 2017.pdf
BAF-AS-Summer Interns Program Utilities (3-28-17)~ Agenda 17-120.pdf
BAF-AS-Summer Interns Program General Fund (3-28-17)~ Agenda 17-120.pdf

MULTI-YEAR CONTRACTS:

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

Attachments: AGREEMENT CITY COCOA - rQuote_21469490 - MAR 6-2017.pdf
USF_ITN 9-13-G_Contract-highlighted.pdf
USFL Contract 160406 Ricoh Renewal ITN 9-13-G Amend 5 040616.gc.signed.
City of Cocoa Copier List Breakdown.xlsx

IX. INFORMATIONAL AGENDA:

IX.1 17-108 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 02/28/2017.

Attachments: PO Monthy Report to City Council 10.01.16 thru 02.28.17.pdf

IX.2 17-115 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget by Classification Report February 2017.pdf

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

Attachments: FY 2017 February EXPENSE Budget Tracking Worksheet.pdf
FY 2017 February REVENUE Budget Tracking Worksheet.pdf

IX.4 17-117 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Orders 2-28-17.pdf

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

Attachments: Cocoa February 2017 Dashboard (1)

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

Legislation Details (With Text)

File #:	17-122	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/14/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 28, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-28-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2017
Agenda Date: March 28, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 28, 2017, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of March 28, 2017, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: March 28, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

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

III. AWARDS AND PRESENTATIONS:

None.

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

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

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

VI. PUBLIC HEARINGS:

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

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

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

VII. COUNCIL BUSINESS:

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

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

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

VIII. CITY BUSINESS:

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

MULTI-YEAR CONTRACTS:

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

IX. INFORMATIONAL AGENDA:

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

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

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

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

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

X. REPORTS:

Advisory Boards and Committees
City Administration
City Attorney
City Manager

City Council

IX. ADJOURNMENT.

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Legislation Details (With Text)

File #:	17-123	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/14/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of February 28, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-28-17 Minutes.pdf 02-28-17 EXHIBIT A-Port Brief.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2017
Agenda Date: March 28, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of February 28, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of February 28, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

February 28, 2017

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

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:02 p.m.

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

The City Clerk took the roll:

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

OTHER STAFF MEMBERS PRESENT:

Gina Maxwell, Acting Administrative Services Director/ Human Resources Manager; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; and Jason McCuen, Helpdesk Support Tech.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 28, 2017 (17-92)
2. Minutes: NA

Assistant City Manager Fuhrer requested that the Agenda be amended to add a Presentation (Item III.1, Port Update) by Port Commissioner Wayne Justice.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Warner, to approve the Agenda as amended for the Regular meeting of February 28, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. Port Update by Port Commissioner Wayne Justice. (Mayor Parrish)

Commissioner Wayne Justice with the Canaveral Port Authority provided a brief update on Port Canaveral[1]. He gave a brief history of the Port in its beginnings.

He spoke of long term and upcoming projects and pointed out that the FY 2016 budget was $82 million.

Commissioner Justice noted the success of Cruise Terminal 1 and pointed out that over 4 million people cruised out of the Port last year. Additionally, Cruise Terminal 5 was built last year and the waterfront area was redone in order to make it deeper and prettier. Infrastructure improvements mean larger ships.

Port Canaveral is a port of call and is a destination and recreational area which supported cruisers. There was a lot of tourism in this area and it is one of the best ports to cruise out of in the world.

Commissioner Justice mentioned improvements for Jetty Park, the success of the cargo industry, the building of a new Parrish Medical facility for port employees, and the new logistics center in Titusville.

[11] EXHIBIT A: Canaveral Port Authority Briefing

Mayor Parrish announced his appreciation for the Port.

Captain Ed Lanni spoke in regards to the photo that Commissioner Justice showed in the beginning of the presentation and told his story about being in the Navy and Caption of ships that would come into the Port.

Councilwoman Warner asked which terminal was the largest, and in response, Commissioner Justice advised it was Cruise Terminal #1. She asked the square footage. He was unaware but assured her he would get her that information.

Councilwoman Warner further asked why Port Canaveral gets two of the larger ships. Commissioner Justice advised that those ships were also in Ft. Lauderdale and Miami; however, the Port has the Orlando Airport, Disney, and it is a family cruise port.

She was surprised that as invested as Disney was at the Port that they have not done something like Downtown Disney there. Commissioner Justice assured her that they had approached Disney about that possibility.

Mayor Parrish thanked him again and reiterated the City's support for the Port. They do great things and are very much appreciated.

Mayor Parrish asked if a tour could be arranged for Council.

IV. DELEGATIONS:

Theresa Clifton, 1020 Cox Road, Cocoa, representing the Brevard Humane Society thanked Cocoa for supporting the Mardi Paws event on February 19th. She thanked Councilwoman Blanco for helping judge the contest. Additionally, the Humane Society will celebrate their 65th anniversary. She spoke in detail about the progress of the society and provided statistics. In closing she presented the City a Certificate of Appreciation.

Mayor Parrish asked if she had complaints on feral cats. He mentioned that he has seen less of them. Ms. Clifton explained that many were being trapped and relocated and many were being spayed or neutered.

Councilwoman Blanco asked if the Humane Society picked up trapped cats or does the individual have to take them. In response, Ms. Clifton advised they

were brought to the Humane Society. Lastly, she provided information on the Tuxes and Tails Gala.

Allen Chapman, 600 Florida Avenue #104, representing HCVA, provided greetings from the Association and advised that the Spring Fine Arts and Crafts Fair was on March 4 & 5th. It would run from 10-5 p.m. on Saturday and 10- 4 p.m. on Sunday. There would be an art exhibit in the community center and Councilwoman Warner would be a judge. He advised there was about $6,000 being given away in awards to artists. He invited all to attend. In closing, he thanked the Public Works staff, and pointed out Frank Mirabito who helped him with cleanup of left over hurricane debris.

Bernice Cox, 701 Aurora St., Cocoa, voiced her concern about the train crossing at U.S. 1 and Rosa L. Jones and U.S. 1 and Peachtree Street. It stops on the tracks at about 5:30 a.m. and 8 a.m. It is a very long stop and holds up school traffic. She also mentioned the red light at Rosa L. Jones and U.S. 1 and U.S. 1 and Peachtree Street. They both only stay green for a short period of time and stay on red a lot longer.

She further thanked Chief Cantaloupe, Councilman Whipple, and other officers for conducting a well-being check on a neighbor with dementia. She appreciated them. Additionally, she thanked Public Works for the lighting throughout the City. She thanked everyone who was a part of Team Cocoa for doing an outstanding job throughout the City.

Mayor Parrish and Councilwoman Warner both agreed about the problems with the lights and trains and Mayor Parrish asked the Assistant City Manager to look into this.

Brad Whitmore, 351 Rockledge, Drive, and representing HCVA thought the Port presentation was great. He mentioned the Waterway Guide and that Cocoa Village was briefly mentioned in Coastal Living Magazine. It was in the “Stuart to Port Canaveral Section”. He congratulated the City on moving forward with the FIND grant and reminded Council of a recently proposed cost effective solution for dinghy slips. He also requested the possible installation of security cameras at the dock area due to recent theft incidents at the park. Lastly, he would like all council to gather one day soon in order to take a photo under the Cocoa sign on the bridge. He will get with the City Clerk to schedule this.

V. CONSENT AGENDA:

1. Approve Change Order #1 to P.O. 69171 with CDM Smith, Inc., Maitland, Florida, to Cover Additional Services for SCADA Programming at the Sellers Water Reclamation Facility. (17-78). (Utilities Director)

2. Approve Participation in a Cooperative Purchase Agreement with Insituform Technologies, LLC for Cleaning & Closed Circuit Television (CCTV) Inspections of Main Line Sewers utilizing the City of Daytona Beach Contract No. 0113-1010 effective July 8, 2016 through July 7, 2017. (17-86). (Utilities Director)

3. Authorize the City Manager to Approve a Confirmation Purchase Order in the Amount of $7,733.78 to Odyssey Manufacturing Company, Tampa, Florida, for Final Payment of Chemicals Previously Delivered to the Dyal Water Treatment Plant. (17-91). (Utilities Director)

4. Approve a Resolution and the submittal of an application for the 2017 Florida Inland Navigation District (FIND) Waterway Assistance Program for Fiscal Year 2018 to assist in funding the construction of the T-Dock extension and additional day docking slips. (17-97). (Community Services Director)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 03-2017/ 1st Reading: Amending Appendix A, Zoning, Related To The Administrative Appeal Process For Adverse Decisions of Administrative Officials and Providing Amendments Related To Administrative Verification Of Nonconforming Uses. (17-48). (Community Services Director)

City Attorney Garganese read Ordinance No. 03-2017 into the record by title only as follows. He advised that this was the first reading of the Ordinance and noted that this was a technical amendment and clarified a few issues within Appendix A, Zoning, which was prepared in the 1980's.

ORDINANCE NO. 03-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING AMENDMENTS RELATED TO THE

ADMINISTRATIVE APPEAL PROCESS FOR ADVERSE DECISIONS OF ADMINISTRATIVE OFFICIALS; PROVIDING AMENDMENTS RELATED TO ADMINISTRATIVE VERIFICATION OF NONCONFORMING USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

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

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to approve Ordinance No. 03-2017 on first reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Consideration of a Code Enforcement Lien Reduction request for the property located at 414 N. Fiske Boulevard, CE 15-826 & CE 16-431, current owner Federico Laracuente. (17-65). (Community Services Director)

Mr. Belden advised that on October 15, 2015, a public hearing was held at a Code Enforcement Board meeting and the owner, Federico Laracuente was found in violation of the following: Section 6-900 (b)(1)-Accumulation of Trash & Debris; Section 6-1001 (d)-Weeds and Overgrowth; and Section 6-1001(g)-Accessory Structure (fence).

The Code Enforcement Board provided the owner sufficient time to correct said violations and consistent with the Code Enforcement Board's Order a lien was recorded against the property effective November 19, 2015. The lien ran at $25 per day from November 17, 2015 until compliance was achieved on December 15, 2016. The lien is $9,870 and the owner Federico Laracuente is requesting that the lien be reduced to the cost incurred by the City.

Secondly, at a public hearing held on August 18, 2016, the Code Enforcement Board found the owner, Federico Laracuente in violation of the following: Section 6-2003-Rental Business Certificate; Section 6-900 (b)(11) Outdoor Storage-junk, trash, and debris; and Section 6-1001(d)-Weeds and Overgrowth.

The Code Enforcement Board provided the owner sufficient time to correct the said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective September 15, 2016. The lien ran at $75 per day from August 28, 2016 until compliance was achieved on December 15, 2016. The lien is $8,175 and the owner, Federico Laracuente is requesting that the lien be reduced to the cost incurred by the City.

Mr. Belden advised that compliance was achieved on both cases on December 15, 2016 and staff was recommending that the lien be reduced to $3,000 and the Code Enforcement Board, at its regular meeting on January 19, 2017, recommended that the lien be reduced to $3,000.

Mr. Belden pointed out that the property owner was in attendance and was disputing the lien, noting improper notification. Mr. Belden mentioned that they have their records and sent the notice to the address listed on the Brevard County Property Appraiser's site. All due notification was given in accordance to the statute. He reiterated staff's recommendation, which was to follow the Code Enforcement Board's recommendation.

Federico Laracuente, 414 N. Fiske Boulevard, Cocoa was in attendance to speak, along with Matt Housman, representative with Coldwell Banker. Mr. Laracuente stated that this was not a rental property and never had been. Someone had made a false claim against him. He further noted that he complied five or six years ago when this was first brought to his attention. He understood that some records were hard to keep and some may have been lost or no longer exist, but he would like for City Council to consider that he was on retirement income, and social security, and the total amount of his income was less than $3,000. He believed that this was excessive for his financial situation and was requesting reduction of the lien.

Matt Housman, Coldwell Banker, advised that this all came about when they were trying to sell a property that Mr. Laracuente owns in Canaveral Groves.

Councilman Whipple asked if a return receipt was received for the mail. In response, Mr. Belden advised that they did not, but that the noticed was also properly posted on the property.

Councilman Whipple clarified that they posted the property and sent certified mail but did not get a return receipt that the mail was received. He mentioned that

the postman should have sent a signed card back. Mr. Belden advised that his understanding was that he did not receive the mail.

Mr. Housman noted that Mr. Laracuente lived in Tennessee during certain months and did not see the posting on the house and he was not there to receive the mail.

Councilwoman Warner asked Mr. Belden why they thought that the house was a rental. In response, Mr. Belden pointed out it was due to the lack of a homestead exemption and they did not come into compliance with the business tax receipt in December of last year. Additionally, he lives here in the winter and has property in Tennessee where he lives in the summer.

Councilwoman Blanco pointed out that on the lien reduction application he put 62 Bates Road, Taft, TN as his mailing address and at the podium he stated it was 414 N. Fiske Boulevard. She clarified he was a seasonal resident.

* **MOTION by Councilwoman Warner, for discussion. She would like to have staff provide the amount of costs that City staff had invested and administrative costs at this point.**

Mr. Belden reminded Council that a study was recently done which estimated costs for Code cases and it was about $700.

The vote on the motion was:

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to reduce the lien to $1,000.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Cancellation of the following City Council meetings: July 11, 2017 and December 26, 2017 due to the holiday seasons. (17-98). (Administrative Services Director)

* **MOTION BY Councilman Whipple; Seconded by Councilwoman Blanco, to approve the Cancellation of the following City Council meetings: July 11, 2017 and December 26, 2017 due to the holiday seasons.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Pursuant to Section 22-88 of the City Code, adopt Resolution No. 2017-18 memorializing the establishment of the Diamond Square Community Redevelopment Area Stormwater Facility Benefit Area (Emma Jewel subarea) and adopting procedures and standards and a capacity charge for the use of the Stormwater Facility by commercially developed or redeveloped properties within the benefit area. (Public Works Director). (17-73). (Public Works Director)

Mr. Wegerif explained the purpose of the stormwater facility along with advantages that this would bring to the City and new businesses in the area. He advised that all new businesses would be able to benefit from this and that the improvement was already done for them. They would not have to provide on sight stormwater retention. It would be mandatory.

Councilman Whipple thought that this was a good idea. He was concerned with potential businesses that already had their site plans complete and then having to redo them. He was not against the idea but felt that staff needed to be careful about mandating that a business not have a retention pond on their property.

Mr. Wegerif asked if he was speaking specifically about Dollar General. Councilman Whipple responded in the affirmative and Mr. Wegerif provided a background on the status of that project.

Mr. Belden provided further insight and noted that they had been in conversation with a representative of Dollar General and a possible resolution had been made. This was moving forward and would reduce their connection costs. Mr. Wegerif agreed that the Community Services Department had been working hard with the developer to keep them in the know.

Assistant City Manager Fuhrer added that progress was being made between both parties. Additionally, with having stormwater in that area and off site means more tax revenue for the area. Staff was excited to see this and for it to be placed in that area of the City.

Councilman Whipple stressed that he was for the project.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approval for the City Manager to execute a Mutual Aid Agreement between the City of Cocoa, The Sheriff of Brevard County and other Brevard County municipalities related to law enforcement assistance. (17-81). (Chief of Police)

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Staff requests Council authorization to amend Purchase Order #69154 for the construction of the Fire Headquarters/Administration Building (CP16F1) to: 1) reflect Value Engineering by completing a deductive change order to reduce the GMP by $213,256.00; 2) approve a resolution allowing the City Manager to approve future change orders based on Owner Direct Purchases and non-ODP change orders, provided the contracted amount does not exceed the revised GMP of $3,392,330.00; and 3) establish a Owners Contingency Fund which is funded by the tax savings of all Owner Direct Purchases by the City. (17-88). (Public Works Director)

Mr. Wegerif presented this item and noted it was for specific actions relating to the construction of Fire Station #1.

Mr. Wegerif explained that originally they had negotiated a price that was a little over what they wanted to spend. Value engineering was done and the price was then reduced. Additionally, they want to get more savings through owner direct purchasing. He explained how this process worked and that this item would also allow for the City Manager to approve changes as needed.

Chief Prince advised that he had been a part of all of these meetings and it was a great way to save money.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve a Budget Resolution adjusting the FY 2017 Budget to allow for the Code Enforcement Division to be transferred back to the Police Department and allow for the GIS Administrator position to be transferred back to the I.T. Division. (17-89). (Community Services Director)

Assistant City Manager Fuhrer presented this item noting that there were essentially two movements happening. The first would be the Code Enforcement Supervisory, Code Officers, and Code Enforcement Coordinator would be moving to the Police Department. Secondly, the GIS Coordinator would be moving back into the IT division, which is where that position originated.

He mentioned that staff had been researching ways to address issues in the strategic plan related to crime and one of the solutions would be to have Code Enforcement located at the Police Department. This would allow for better coordination between the two offices and they hoped to yield a better result for those areas in the City. The GIS Coordinator was doing work citywide, so it made more since for him to be back in the Information Technology Department.

Councilman Whipple congratulated administration for incorporating Code into the Police Department. He believed this would help the Code officers tremendously.

Councilman Whipple further noted that they needed to go ahead and hire positions because administrators were doing the jobs of the vacant positions. He advised that he had spoken with the City Manager and was assured that they would get busy with hiring. It was a problem when the supervisor was doing that of the vacant position in addition to their own duties.

* **MOTION by Councilman Whipple to approve staff's recommendation; Seconded by Councilwoman Warner for discussion.**

Councilwoman Warner asked if any comments or concerns had been voiced to or from the Code Enforcement Board.

In response, Mr. Belden advised that there had not been a specific discussion in regards to this but will be after this meeting. It was staff's assumption that this would be a smooth transition. He would continue to attend Code Board meetings as needed and meetings could be held in order to ensure that there is sufficient communication between departments.

Councilwoman Warner requested that someone be present at the next Code Board meeting in order to answer any questions that they might have. She would hate to lose anyone from that board due to this change. They deserved to be notified and she agreed with Councilman Whipple that this move was a great decision.

THE VOTE ON THE MOTION WAS:

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve funds in the amount of $75,000 utilizing Reserve Funds for additional curb, gutter, sidewalk and inlet top work that was requested by Public Works staff on the Fiske Blvd Phase 1 project (Project #PWPAVE). Approve the budget transfer and approve the budget resolution amending the 2016/2017 budget. (17-99). (Public Works Director)

Mr. Wegerif presented the item and mentioned that the work on Fiske Boulevard was nearing completion and this would bring the street up to standard so that it would look like it should.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve an agreement between the City of Cocoa and the Brevard County Property Appraiser and the Brevard County Tax Collector to identify properties with undeserving Personal Exemptions for the purpose of collecting taxes due on those properties. (17-100). (Finance Director)

Ms. Butler spoke about the item and advised that this was a proactive approach for issues with homesteaded property.

Milo Zonka, with the Brevard County Property Appraiser's office advised that they were also an investigations office. He explained that when trying to forward mail to homesteaded properties and it comes back, it raised questions as to why it would be coming back. With this they were trying to avoid homestead fraud. Because staff is not growing within their department, doing this would alleviate some of the work and a third party company would help with these investigations. There are companies with databases already and after comparisons are made fraudulent information is then returned to the property appraiser.

The contractor would be paid on a contingency basis, which means when revenue was created the vendor would be paid. The goal was to be fair. Some people were getting two exemptions in two states or it is simply that someone failed to let the Property Appraisers office know that someone had passed away.

Deputy Mayor Boisvert questioned the rules for homestead exemptions. Discussion was held in detail one how one qualifies for the exemption.

Mr. Zonka noted that he would come back and report once the program was running.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Council approval of a settlement with the State of Florida Department of Health Bureau of Emergency Medical Oversight on Administrative Complaint 2016-8148. (17-104). (Fire Chief)

Chief Prince presented the item noting that on February 3, 2016, the State of Florida Department of Health, Bureau of Emergency Oversight, notified the Fire Department by a certified letter that it had missed the application period for the renewal of Advance Life Support Vehicle Permits. He explained the Florida Statute and advised that the application for renewal was submitted on February

5, 2016 and processed by the State on February 18, 2016. The new ALS vehicle permits were issued prior to the February 29th expiration date.

The State was seeking a fine of $20,000 and a reprimand, however, the City Attorney worked with the State on this complaint and reached a settlement of a $500 fine and a reprimand.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 01/31/2017. (17-72). (Finance Director)

2. Fire Department January 2017 Fire Incident Summary Report. (17-79). (Fire Chief)

3. FY 2017 Budget Adjustment Report. (17-83). (Finance Director)

4. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (17-84). (Finance Director)

5. Relation between the estimated and actual income and expenses to date. (17-85). (Finance Director)

6. Review of the Employee Health Center utilization report provided by CareATC for January 2017. (17-87). (Administrative Services Director)

7. Waste Management Annual Review. (17-94). (Public Works Director)

8. Cocoa Police Department District Event Statistics for the months of November and December of 2016. (17-95). (Chief of Police)

X. REPORTS:

Mr. Wegerif provided an update on a recent meeting that he attended with Space Coast TPO as a member of the Growth Committee and plans for SR 520.

Chief Cantaloupe announced that the Police Department would be working to increase traffic enforcement in neighborhoods and reminded all citizens to use crosswalks when crossing streets.

Ms. Shealy advised, for the record, of upcoming training events that some of the City Council members would be attending. The first is a State Mandated Ethics Training in Orlando on March 2, 2017. Those attending are Deputy Mayor Boisvert, Councilwoman Blanco, Councilwoman Warner, and Councilman Whipple. The second is IEMO III in Tampa on March 9-12th. Those attending are Deputy Mayor Boisvert and Councilwoman Warner.

Assistant City Manager Fuhrer spoke about an alert regarding the upcoming legislative session. A house bill regarding home rule of authority is being discussed. There are updates coming through the League of Cities. Updates would be provided and if needed City Manager Titkanich was on standby to go represent the City. It starts on March 7, 2017.

Additionally, Assistant City Manager Fuhrer followed up on Councilman Whipple's concern about hiring for vacant positions. He introduced the City's new Chief Technology Officer, Robert Beach, who was in attendance. City Council welcomed him.

Councilman Whipple thanked the City Manager's office for listening to his concerns and on getting staff in to do the jobs. He hoped additional code officers would be hired.

Councilman Whipple spoke on his attendance at several events. He thanked Mr. Cole for inviting Council to the Emma Jewel Charter Academy's Black History Month program and stated it was excellent.

He also thanked Debra Dukes for observing the elderly that have made a difference in the community. He hoped that this would become an annual event, and noted that the parade and concert were excellent also.

Lastly, he thanked Delores McGlaughlin and PAL at the Harry T. Moore Center, for their excellent program highlighting Cocoa's pioneers. He, along with Deputy Mayor Boisvert, Councilwoman Blanco, and Councilwoman Warner were all in attendance. He appreciated all of the invites to these wonderful events.

Councilwoman Blanco mentioned an aerial photo of the new Station #1 that she saw and thought it was a great shot. It gave residents and others a new perspective to the site. She thanked the person who took the photo.

Chief Prince advised that WJ Construction took the photo and they would continue to take photos to show the progression.

Councilwoman Warner thanked Mr. Wegerif and his crew for the cleanup that was done on East Dixon Blvd. She noted that they needed to find out who was dumping as it was not coming from residents. She thought maybe security cameras at Quablawi might give some insight. It happens between the hours of 5:30-7 p.m. No one can use the sidewalks because they are covered in yard waste.

Councilwoman Warner also attended Ms. Dukes' event on Sunday. It was a wonderful event with great music and great food and she acknowledged Auxiliary Officer Ralph Perrone for the outstanding support he provided to Ms. Dukes.

She spoke in detail of the incident that happened with her neighbor the night before. She thanked Officers Akin and Rhoades for the outstanding job they did and BCSO Animal Services, especially Officer Hahn who made sure all of the remaining animals were safe and not injured. BCSO provides excellent services.

Deputy Mayor Boisvert concurred with everyone's comments.

Mayor Parrish pointed out that Mr. Whitmore was right about cameras at the dockage areas of Lee Wenner Park. He agreed that this would help solve some of the issues going on there.

Mayor Parrish asked if there were any updates on the Moore Center. In response, Mr. Wegerif advised that it was under construction and they were working on floors and getting the building back into shape. It would be July or August before it was completed. Councilman Whipple stated they needed to do a report a month ahead of time so that no money was lost. Mr. Wegerif assured him that t they would not lose any grant money.

Assistant City Manager Fuhrer agreed that now that it was under construction they would know more in regards to a timeline. Updates can be provided like they are with a road project. Councilman Whipple asked the Assistant City Manager to add this to the list that he would be meeting with the City Manager about.

Mayor Parrish thought Debra Dukes did a great job at her event and he requested that a legislative briefing be provided to him and Councilwoman Warner before they go to Tallahassee in March.

Councilwoman Warner believed that they all would agree that it would be a tough legislative session for cities. Mayor Parrish noted that it would not be taken lightly.

In closing, he felt that everything was going well in the City and that Ms. Clifton's event was going to a different venue this year. He believed that the next four years should be about getting construction projects completed so that the incoming Council has new projects to complete.

IX. ADJOURNMENT.

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

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:10 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Canaveral Port Authority

Briefing

Presented by

RADM Wayne Justice, USCG (ret)

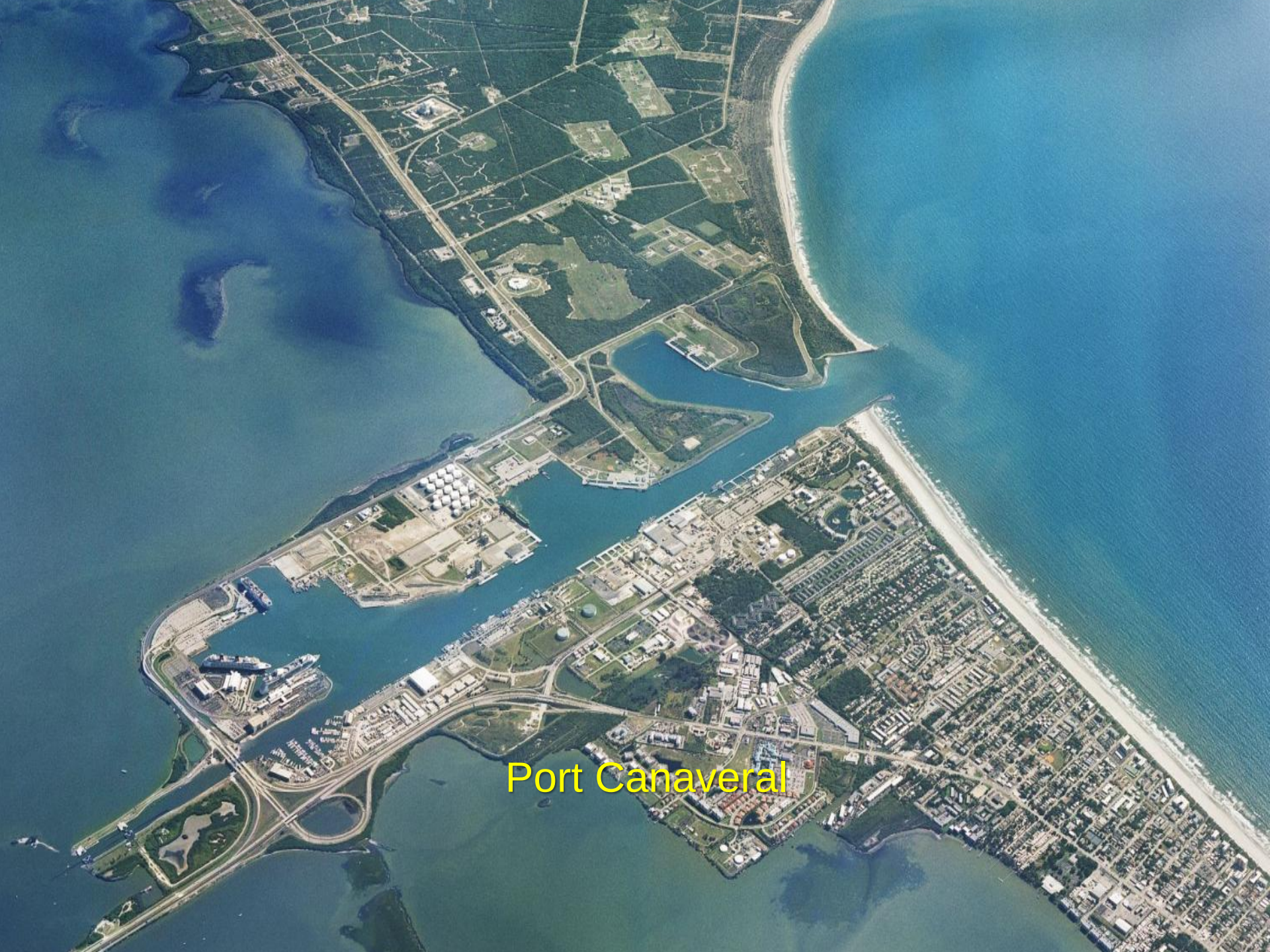
Port Authority Commission

Presented Feb 2017

EXHIBIT A: Canaveral Port Authority Briefing

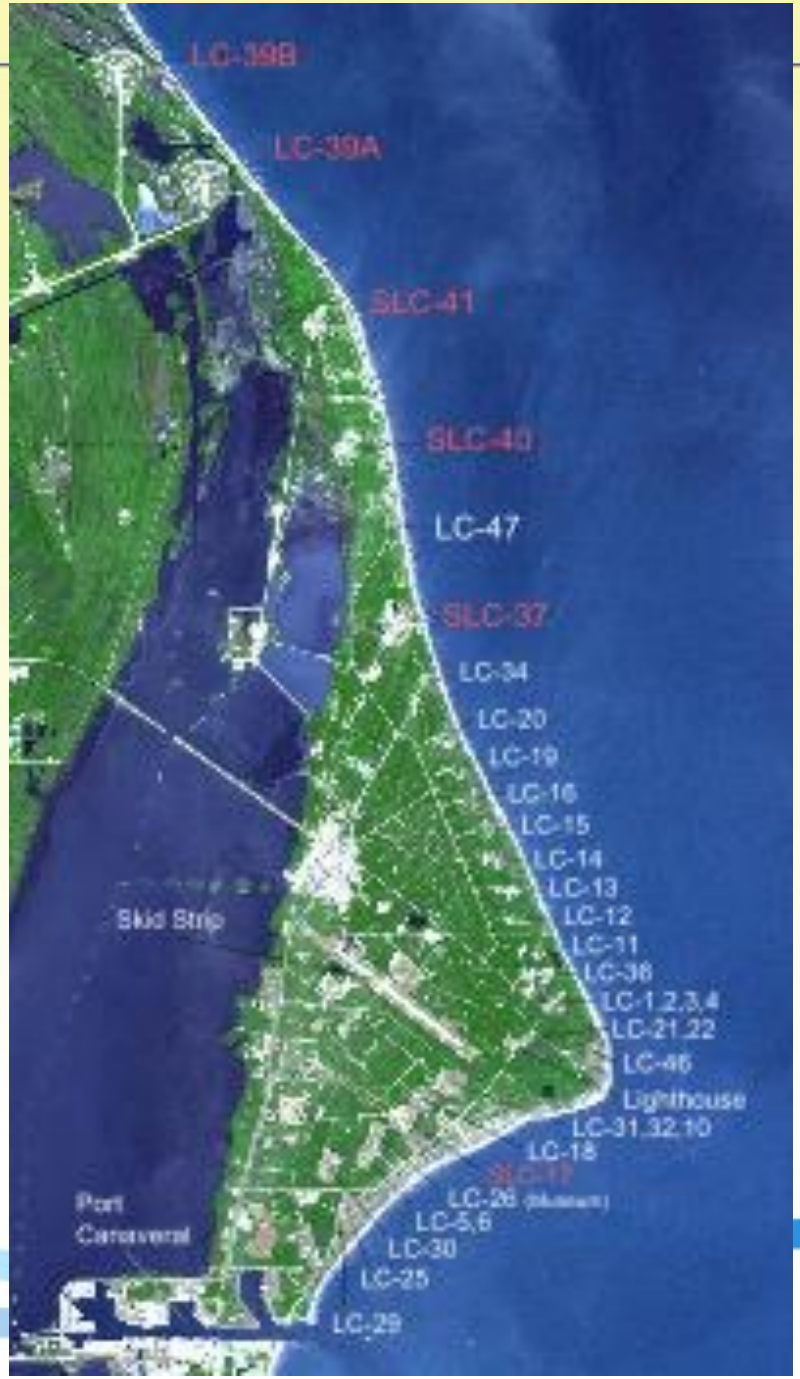



MISS BEAUFORT
JUBILEE.


Port Canaveral

Port Canaveral History

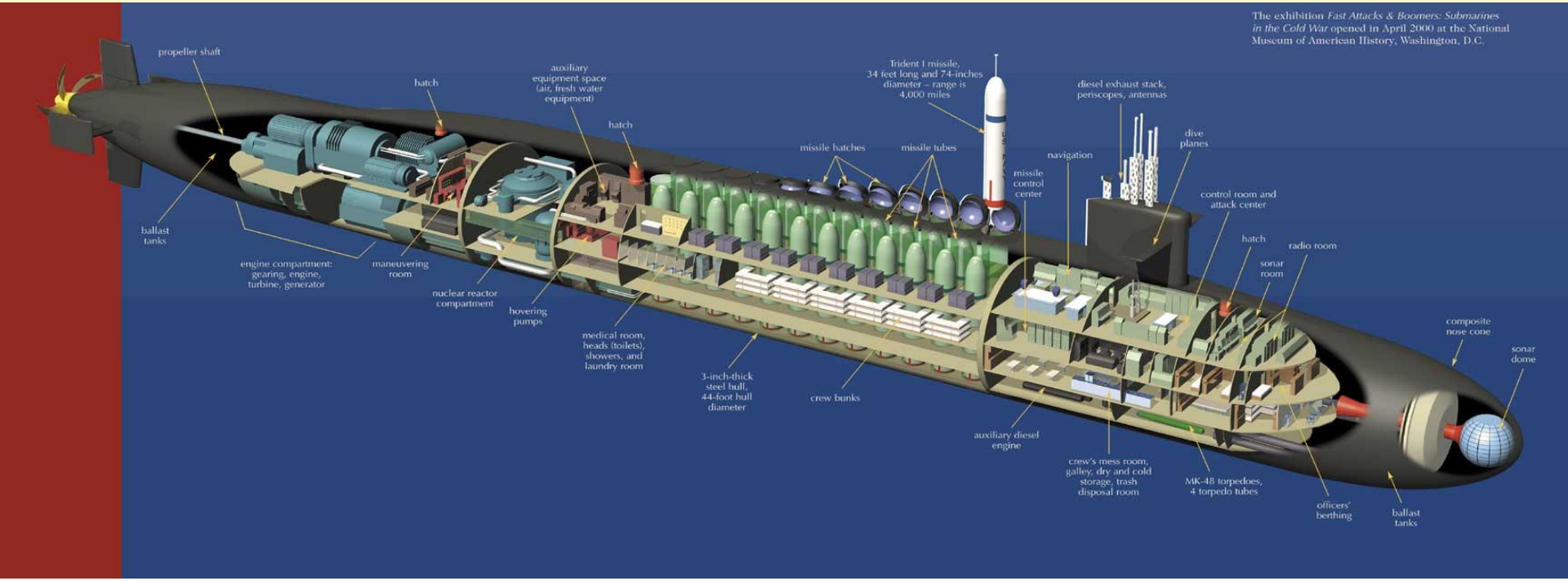
- Man made shrimp and oil port-dedicated 1953
- Special taxing district-not levied since 1986
- Governed by 5 commissions-policy setting board
- First ship homeported 1984-used cargo warehouse
  - 1984 Premier Cruise Lines partner with Disney-to Bahamas
  - 1990 Carnival arrives
  - 2nd busiest behind Miami-projected 2016 to be largest
  - Currently 4 million passenger-8 home ported ships


LC-39B
LC-39A
SLC-41
SLC-40
LC-47
SLC-37
LC-34
LC-20
LC-19
LC-16
LC-15
LC-14
LC-13
LC-12
LC-11
LC-36
LC-1,2,3,4
LC-21,22
LC-46
Lighthouse
LC-31,32,10
LC-18
LC-26 (Museum)
LC-5,6
LC-30
LC-25
LC-29
Skid Strip
Port
Canaveral





OHIO CLASS


The exhibition *Fast Attacks & Boomers: Submarines in the Cold War* opened in April 2000 at the National Museum of American History, Washington, D.C.
propeller shaft
hatch
auxiliary equipment space (air, fresh water equipment)
hatch
Trident I missile, 34 feet long and 74-inches diameter – range is 4,000 miles
diesel exhaust stack, periscopes, antennas
dive planes
missile hatches
missile tubes
navigation
missile control center
control room and attack center
hatch
radio room
sonar room
ballast tanks
engine compartment: gearing, engine, turbine, generator
maneuvering room
nuclear reactor compartment
hovering pumps
medical room, heads (toilets), showers, and laundry room
3-inch-thick steel hull, 44-foot hull diameter
crew bunks
auxiliary diesel engine
crew's mess room, galley, dry and cold storage, trash disposal room
MK-48 torpedoes, 4 torpedo tubes
officers' berthing
ballast tanks
composite nose cone
sonar dome



General Information

- 3,300 acres in Port (1,050 dry)
- 200 acres along barge canal (50 dry)
- Port owns land, provides roads, sewer, fire services
- Cargo Revenues generated from wharfage, dockage and parking fees-6%%
- Land lease revenues-6%
- Cruise revenues-81%
- Recreation revenues-3%
- Other revenues 4%

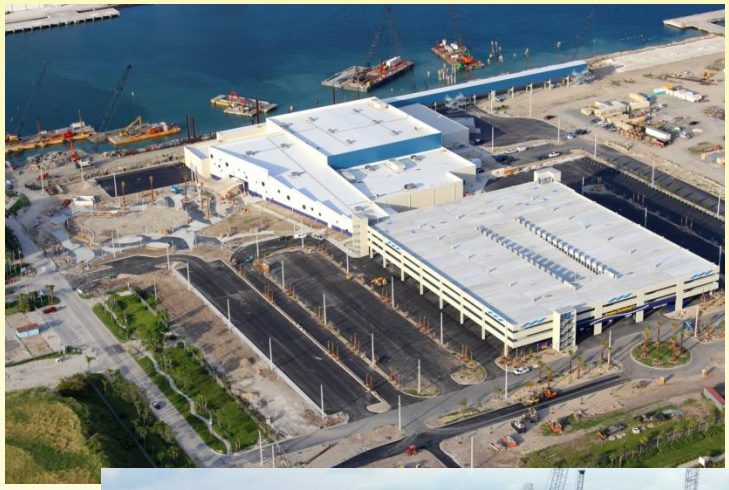
Economic Impact

- Budgeted FY2016 $82 million
- Employs approximately 220, changing daily
- Approximately 100 Tenants
- Direct and indirect jobs 17,000
- Five year, $568 million capital plan
- Generates $3.5 billion economic impact to region
- Cruise Terminal One-1,500 jobs

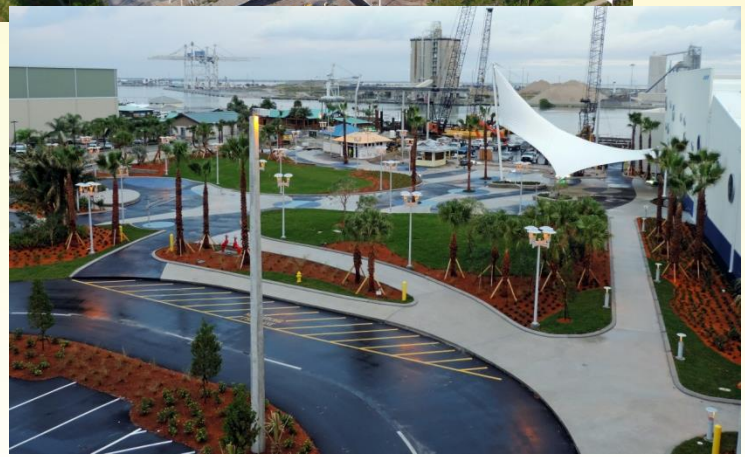

Cruise
Cargo
Port Canaveral
Four Core
Business Lines
Recreation and
Entertainment
Real Estate
HOTEL
ENTERTAINMENT
RESTAURANTS
PROPOSED
CRUISE
TERMINAL
Cruise Terminal Study at Site "D"
Port Canaveral

Deeper and Wider






Welcome to Cruise Terminal One!

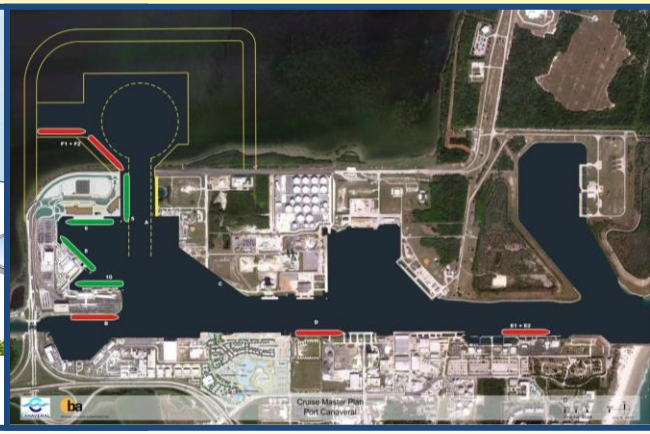





Oasis of Seas
Oasis of Seas

Port Canaveral Cruise Growth





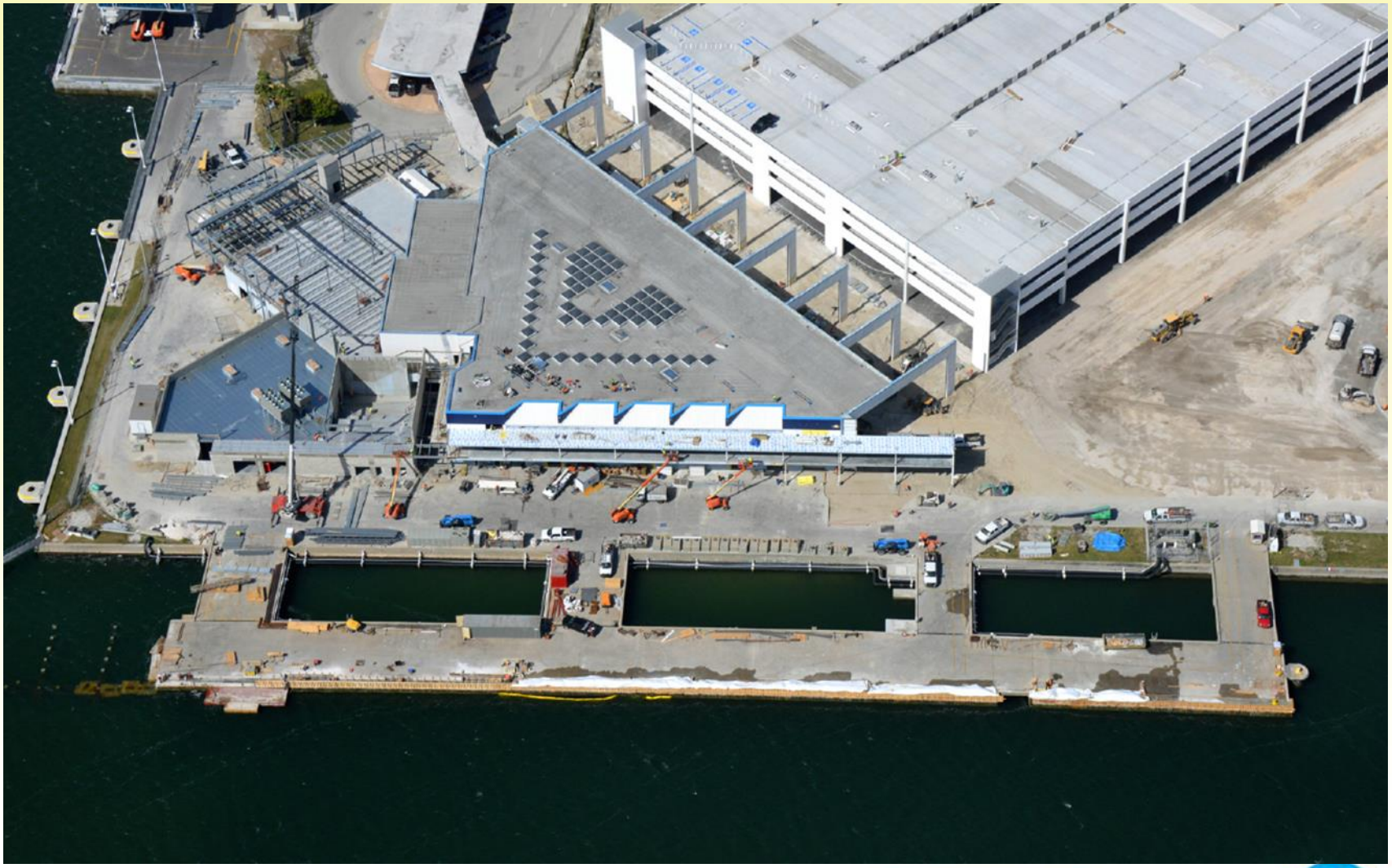
Master Plan 4-New Berths
Coming over the next 10 years

- Now with over 4 million passenger movements
- By late 2017 we will pass over 5 million movements
- By 2018 we will pass over 6 million movements
- Sometime into mid-2020's, we will double to 8 million and still continue to grow!

CT 5 Parking Garage



Rear of CT 5 Pier and Gangway Area





Terminals 10/8/6



Port of Call – A Destination!

Recreation Supporting Cruise

- Continue to work to create options and outstanding experiences for our cruise guest coming from NY – Baltimore – Europe
- Together with our community – those in our tourism industry, cities, county, TDC need to focus on attracting a new audience and meeting changing taste.
- A World Class Destination unique & natural!









Cruise Award



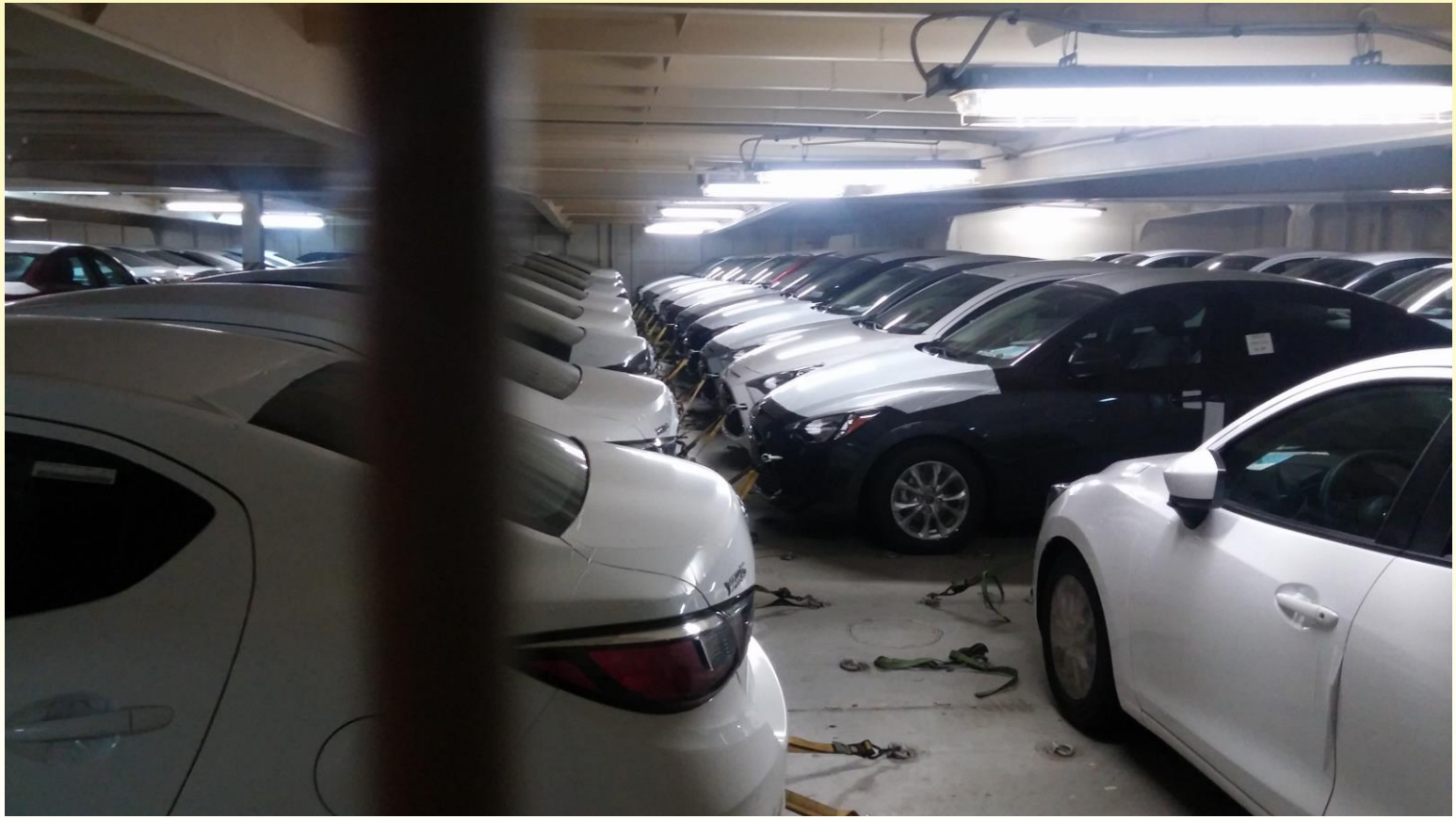

CRUISE SHIP
FUTURE DEVELOPMENT

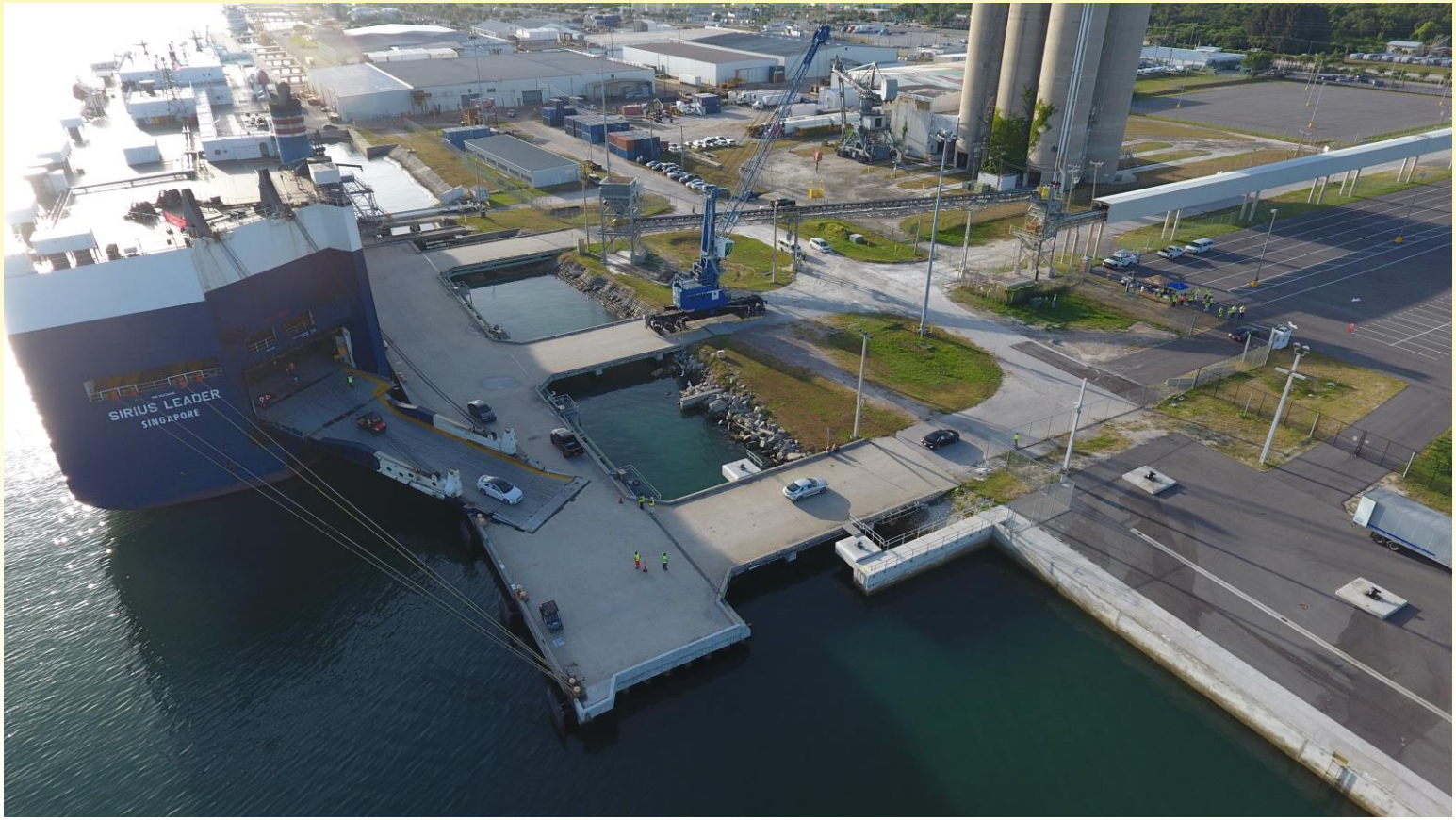
Jetty Park






SAFETY FIRST
NO SMOKING
NYK LINE



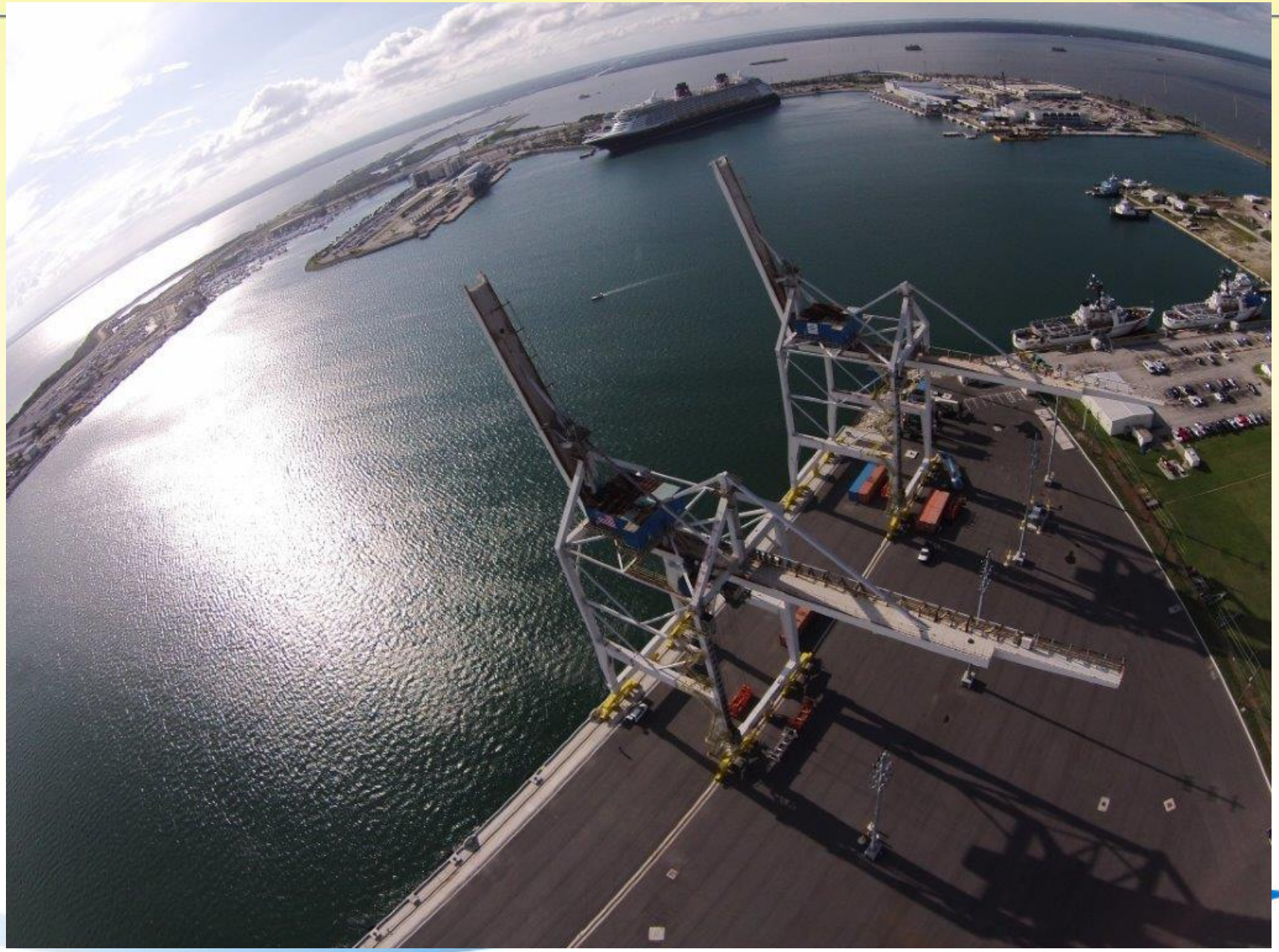

SIRIUS LEADER
SINGAPORE





Parrish Medical Facility



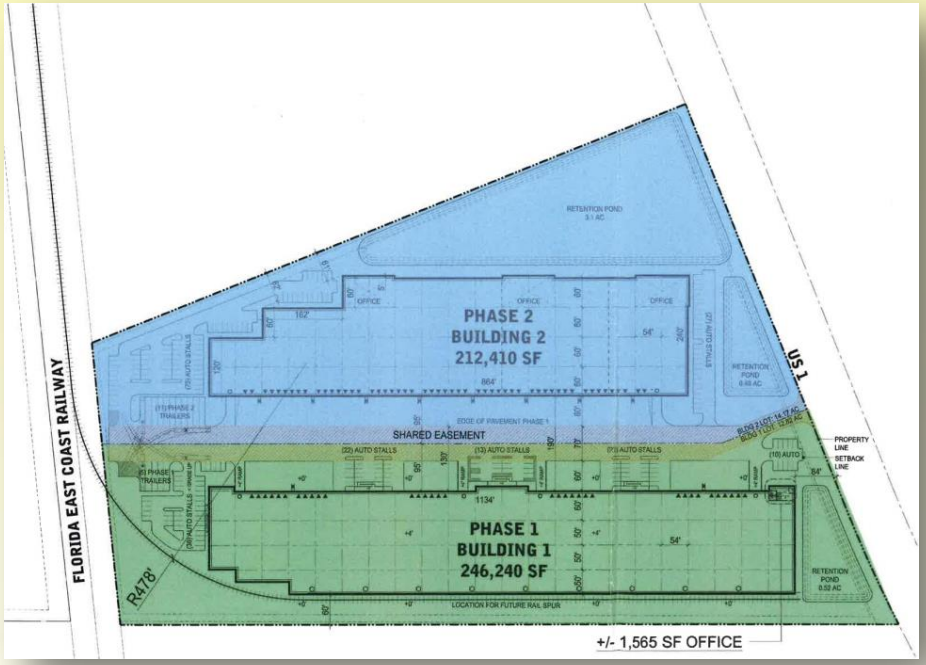




RUAG Facility







Titusville CPA Logistics

Logistics Real Estate


NYK LINE


PORT
CANAVERAL

A VISION FOR THE Indian River Lagoon

WE ALL WANT...

1. A **HEALTHY** lagoon that is resilient to changing environmental factors such as flooding, drought, cold and heat.
2. A **BOUNTIFUL** lagoon that is home to an unmatched diversity of plants, fish and other animals.
3. A **VIBRANT** lagoon that brings great economic value and unique identity to the communities that live, work and play along its shores
4. A **MAGNIFICENT** lagoon that engages and rewards our community for their involvement in restoration and outreach projects.

The Indian River Lagoon is sick and is functioning like a person with a compromised immune system who cannot fight off natural infections. So every time we get too much heat, too much cold, too much rain or too little rain – the lagoon shows debilitating symptoms.

WHY IS THE INDIAN RIVER LAGOON SICK?

For years, we have washed our waste in the form of excess nutrients and particles like dirt and grass clipping, into the lagoon. The nutrients feed the massive algae blooms and together with the suspended particles block the sun from reaching the sea grass. As a result, the sea grass dies, oxygen levels fall, and fish suffocate. The rotting fish produce more available nutrients which leads to more blooms. It's a vicious cycle.

WE ARE THE PROBLEM. BUT MORE IMPORTANTLY, WE CAN BE THE SOLUTION!

There is no silver bullet to fixing the lagoon. It requires a long-term, systematic commitment. We need to remove excess nutrients and prevent nutrient-rich water from entering the Lagoon. There are several major areas to focus our efforts to help the Northern Indian River Lagoon:

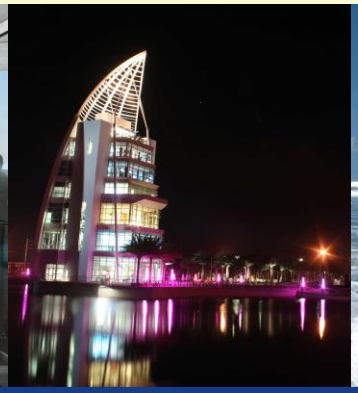
1. **REMOVE** the nutrient-rich muck on the bottom. This has taken years to accumulate and will take years and significant resources to remove. Our current efforts are just the beginning.
2. **REDUCE** the current flow of nutrients and sunlight-blocking particles into the lagoon. These pollutants come from three main sources: groundwater from septic systems and aging wastewater systems, stormwater runoff that washes waste from our yards and streets into the lagoon; and air pollution

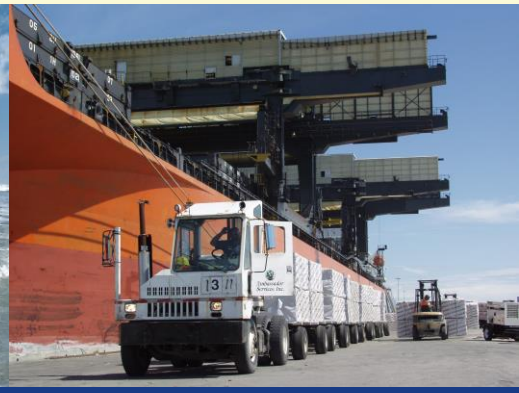


CURRENT PARTNERS

BLUE LIFE

Port Canaveral is committed to do our part to create jobs, opportunity, and growth. This valuable Central Florida and National asset is a gateway that links not only Brevard County to Central Florida, but Central Florida to the World by sea.



Our success is dependent on strong Partnerships!





Legislation Details (With Text)

File #:	17-96	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	2/15/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Approve and Execute Subordination Agreement of City Utility Interest and the Resolution with the Florida Department of Transportation (FDOT). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	104.3 Subordination (City of Cocoa) 104.3R Resolution (City of Cocoa) FDOT Survey of Interchange FDOT Viera Blvd Site Plan (MARK-UP) 103.2R Resolution (City of Cocoa) 800.2R Resolution (City of Cocoa) Cocoa Subordination Agreement 1 20 17 (Site 103.2) 800.2 Subordination (City of Cocoa)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2017
Agenda Date: March 28, 2017
Prepared By: George R. Toler, Engineering Supervisor
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve and Execute Subordination Agreement of City Utility Interest and the Resolution with the Florida Department of Transportation (FDOT)

BACKGROUND:

The Florida Department of Transportation (FDOT) is in design to make improvements to the Interstate 95 - Viera Boulevard Interchange in Viera. The City has a 20” Ductile Iron Pipe (DIP) water main within a Utility Easement in the project area. The Utilities Department staff has been working with the FDOT Engineer to provide protection and upgrade City facilities for the existing water main within the FDOT project improvements. The protection and upgrades will be at the FDOT expense and included within the FDOT project.

As part of the project, FDOT desires to have the City’s easement subordinated to the interest of FDOT. The subordination document will maintain the City’s rights and if for any reason the City’s utilities would need to be relocated, it would be completed at FDOT expense.

Staff has reviewed the agreements and recommends approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve and Execute Subordination Agreement of City Utility Interest and the Resolution with the Florida Department of Transportation (FDOT).

23-UTL04-10/11
January 13, 2017
This instrument prepared by
Marika Tremblay
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 104.3
SECTION 70220
F.P. NO. 428238 1
STATE ROAD 9
COUNTY BREVARD

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF COCOA, hereinafter called "City".

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes pursuant to that certain Water Line and Ingress/Egress Easement in favor of City recorded in Official Records Book 5035, Page 325, of the Public Records of Brevard County, Florida (the "Easement"); and

WHEREAS, the proposed use of these lands for public highway purposes will require subordination of the interest claimed in such lands by City under the Easement to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities within the Easement Area (as defined below), if any, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of the City's interest under the Easement in the lands located in Brevard County, Florida and described as follows, viz (collectively, the "Easement Area"):

PARCEL NO. 104 SECTION 70220
F.P. NO. 428238-1

That part of:

> Tract A and Lot 1, Block A, Viera Boulevard Extension, according to the plat thereof, as recorded in Plat Book 57, Page 40 of the Public Records of Brevard County, Florida.

(Said property being a portion of the same lands as described in Official Records Book 5778, page 5325 of the Public Records of Brevard County, Florida.)

Described as follows:

Commence at a 5/8-inch iron rod and cap stamped “FDOT LB 7121” marking the Northeast corner of the Northwest quarter of Section 33, Township 25 South, Range 36 East, Brevard County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 70220, Financial Project No. 428238-1; thence run South 89°24’31" West along the North line of the Northeast quarter of said Northwest quarter of Section 33 a distance of 310.10 feet to a point on the Centerline of Survey of State Road No. 9 (Interstate 95) as shown on said Right of Way Map; thence departing said North line, run South 14°31’08" East along said Centerline of Survey a distance of 2425.89 feet to a point on the Easterly projection of the existing Northerly right of way line of Viera Boulevard (lying West of said State Road No. 9), a 150 foot right of way as per Viera Boulevard Extension, according to the plat thereof, as recorded in Plat Book 57, Page 40 of the Public Records of Brevard County, Florida and as shown on said Right of Way Map; thence departing said Centerline of Survey, run North 88°01’08" West along said Easterly projection a distance of 156.44 feet to a point of intersection of said existing Northerly right of way line with the existing Westerly limited access right of way line of said State Road No. 9 (Interstate 95) for a Point of Beginning; thence continue North 88°01' 08" West along said existing Northerly right of way line a distance of 1063.80 feet; thence departing said existing Northerly right of way line, run North 23°31’01" East a distance of 226.30 feet to a point on the boundary of an existing Drainage Easement as recorded in Official Records Book 5771, page 3918 of the Public Records of Brevard County, Florida as shown on said Right of Way Map, said point also being the beginning of a curve concave Northeasterly having a radius of 50.00 feet and a chord bearing of South 33°14’29" East; thence from a tangent bearing of South 23°31’01" West, run Southeasterly along the boundary of said easement being the arc of said curve through a central angle of 113°31’01" a distance of 99.06 feet to the point of tangency; thence run South 90°00’00" East, continuing along the boundary of said easement, a distance of 607.51 feet; thence departing the boundary of said easement, run North 01°58’52" East a distance of 574.21 feet; thence run North 00°56’03" West a distance of 223.58 feet to a point lying 50.00 feet Westerly of, as measured by perpendicular measurement, to the aforesaid existing Westerly limited access right of way line of State Road No. 9 (Interstate 95); thence run North 14°31’08" West parallel with said existing Westerly limited

access right of way line distance of 406.94 feet; thence run North 75°28’52" East perpendicular to said existing Westerly limited access right of way line a distance of 50.00 feet to a point on said existing Westerly limited access right of way line, said point hereafter known as Point “A”; thence run South 14°31’08" East along said existing Westerly limited access right of way line a distance of 1423.69 feet to the Point of beginning.

And

Begin at the previously described Point “A”, thence run South 75°28’52" West perpendicular to said existing Westerly limited access right of way line a distance of 50.00 feet; thence run South 14°31’08" East parallel with the said existing Westerly limited access right of way line a distance of 406.94 feet; thence run South 00°56’03" East a distance of 223.58 feet; thence run South 01°58’52" West a distance of 632.39 feet to a point lying 105.00 feet Northerly of, as measured by perpendicular measurement, to the aforesaid existing Northerly right of way line of Viera Boulevard; thence run North 88°01’08" West parallel with and 105.00 feet Northerly of said existing Northerly right of way line a distance of 516.00 feet; thence run South 01°58’52" West perpendicular to said existing Northerly right of way line a distance of 105.00 feet to a point on said existing Northerly right of way line, said point hereafter known as Point “B”.

Together with all rights of ingress, egress, light, air and view between the grantor’s remaining property and any facility constructed on the above described property. Excepting therefrom all the above described lands lying Westerly and Northerly of the six (6) lines, between the previously described Points “A” and “B”, as shown on Florida Department of Transportation Right of Way Map Section 70220, Financial Project No. 428238-1.

Containing 7.036 acres, more or less.

This legal description prepared under the direction of:
Christopher J. Leftakis, PSM
Florida Registered Surveyor and Mapper No. 6556
Lochrane Engineering, Inc., LB 2856
201 South Bumby Avenue
Orlando, FL 32803
Date: February 1, 2017

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the Easement Area in accordance with the F.D.O.T.'s current minimum standards for such facilities as

required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed and to the extent such actions by the City are permitted under the Easement. Any new construction or relocation of facilities within Easement Area will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within the Easement Area, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the Easement Area for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage to F.D.O.T. facilities and to indemnify the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Frank J. O'Dea, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

PARCEL NO. 104.3
SECTION 70220
F.P. NO. 428238 1
PAGE 5

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its City Council acting by the Mayor of said Council, the day and year aforesaid.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

CITY OF COCOA, FLORIDA,
By Its City Council

By:_____
Its Mayor

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

UTL05-09/01
January 13, 2017
This instrument prepared by
Marika Tremblay
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 104.3
SECTION 70220
F.P. NO. 428238 1
STATE ROAD 9
COUNTY BREVARD

R E S O L U T I O N

ON MOTION of Council Person _____, seconded by Council Person _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 9, Section No. 70220, F.P. No. 428238 1, in Brevard County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Cocoa, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Cocoa, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Cocoa, Florida, should be drawn and executed by _____, on behalf of this City Council.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

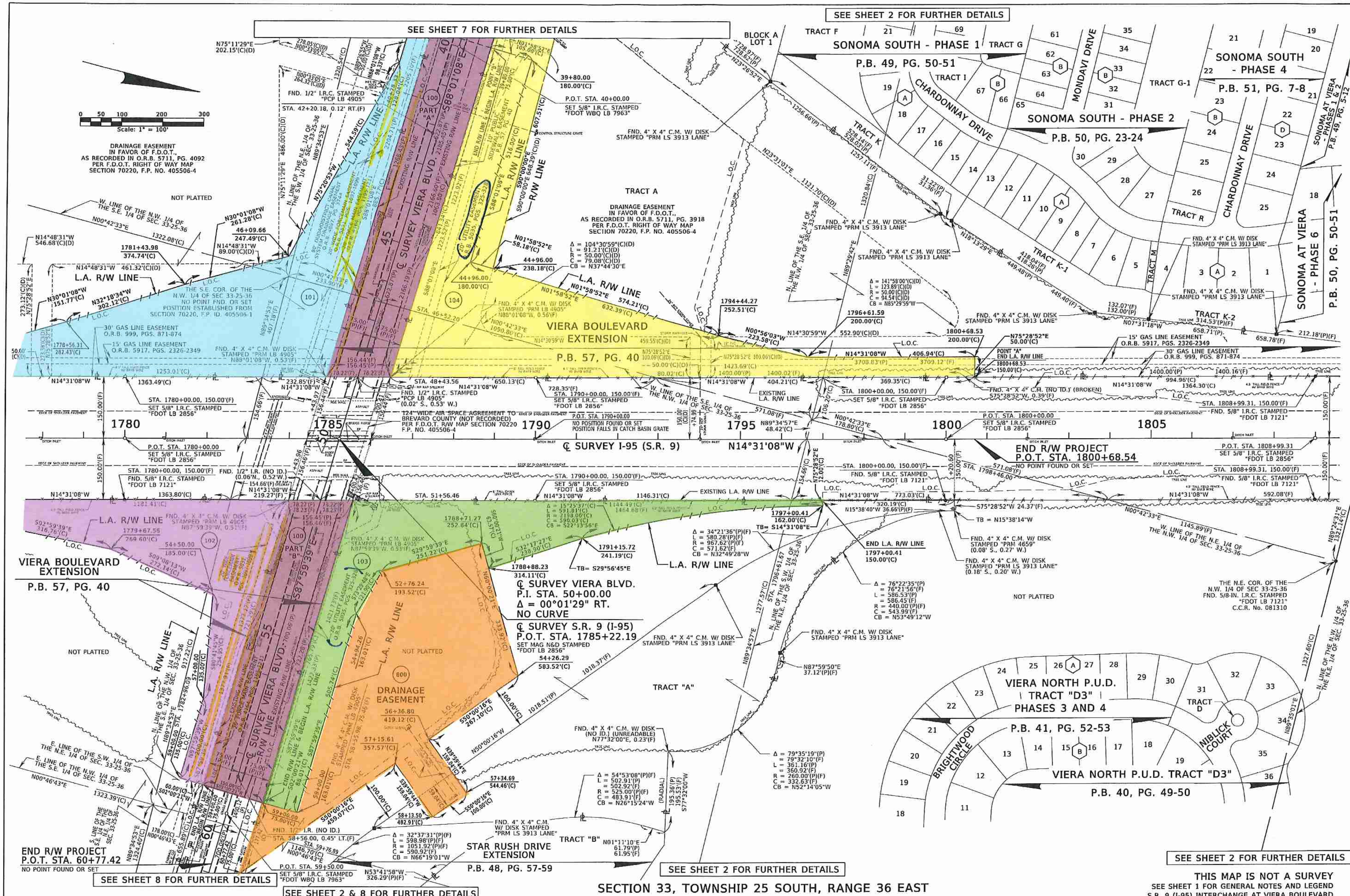
STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Cocoa, Florida, at a meeting held on the _____ day of _____, _____.

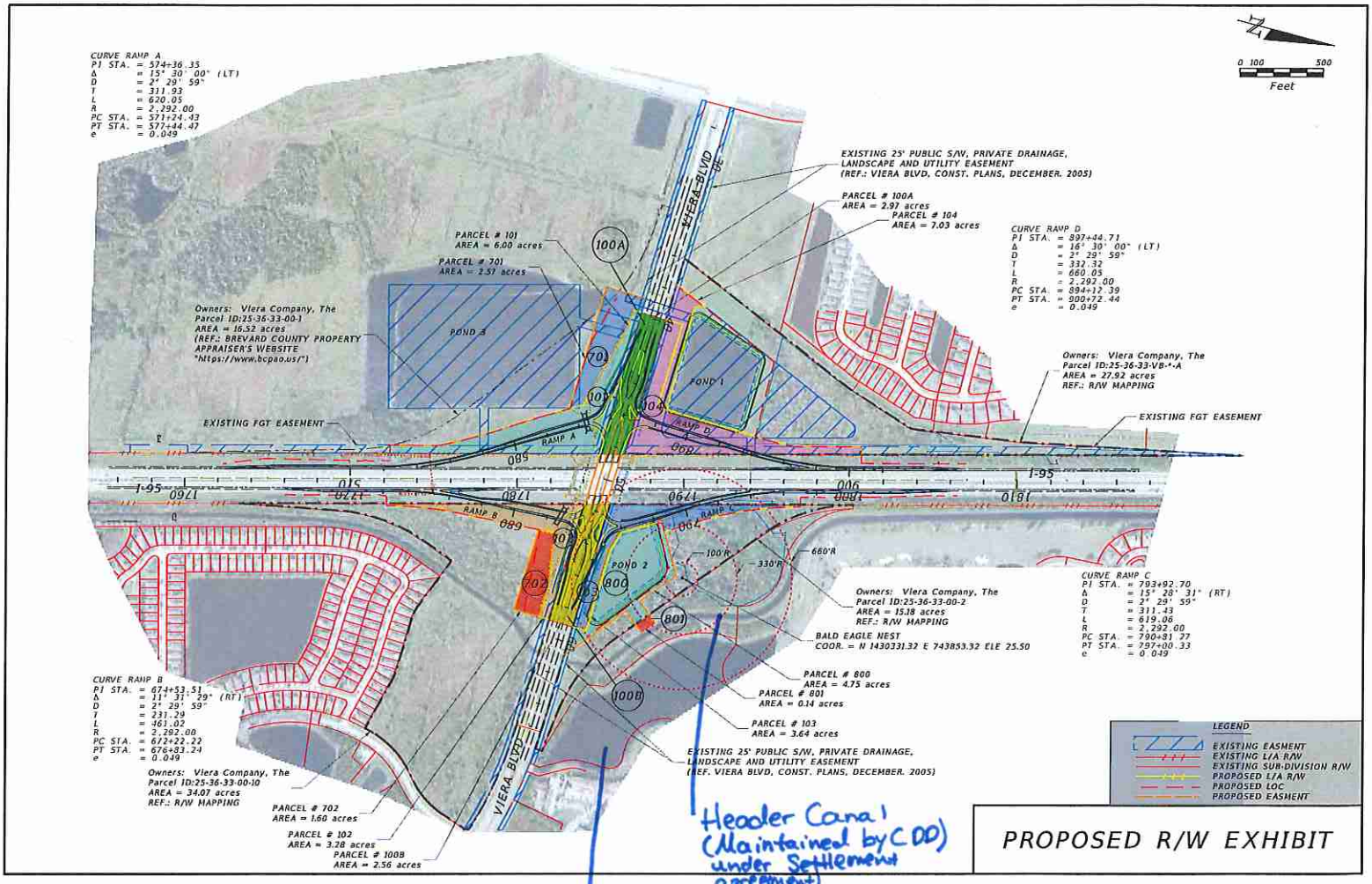
SIGNED: _____
Mayor, City of Cocoa, Florida

ATTEST: _____
City Clerk, City of Cocoa, Florida



THIS MAP IS NOT A SURVEY
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND
S.R. 9 (I-95) INTERCHANGE AT VIERA BOULEVARD

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY Gary R. Roche FOR DISTRICT SECRETARY DATE 02/06/17	PRELIM S.PEARCE 11/23/15; FINAL S.PEARCE 02/01/17; CHECKED C.LEFTAKIS 02/01/17	FED. PROJ. N/A; SECTION 70220; STATE ROAD NO. 9; BREVARD COUNTY	MAPS PREPARED BY: LOCHRANE ENGINEERING, INC. LB No. 2856; F.P. NO. 428238-1; DATA SOURCE: SEE GENERAL NOTES ON SHEET 1; SCALE: 1" = 100'; SHEET 4 OF 11



Header Canal (Maintained by CDD under Settlement agreement)

Pond to be owned and maintained by CDD under settlement agreement. CDD currently maintains this pond.

UTL05-09/01
January 13, 2017
This instrument prepared by
Marika Tremblay
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 103.2
SECTION 70220
F.P. NO. 428238 1
STATE ROAD 9
COUNTY BREVARD

R E S O L U T I O N

ON MOTION of Council Person _____, seconded by Council Person _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 9, Section No. 70220, F.P. No. 428238 1, in Brevard County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Cocoa, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Cocoa, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Cocoa, Florida, should be drawn and executed by _____, on behalf of this City Council.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Cocoa, Florida, at a meeting held on the _____ day of _____, _____.

SIGNED: _____
Mayor, City of Cocoa, Florida

ATTEST: _____
City Clerk, City of Cocoa, Florida

UTL05-09/01
January 13, 2017
This instrument prepared by
Marika Tremblay
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 800.2
SECTION 70220
F.P. NO. 428238 1
STATE ROAD 9
COUNTY BREVARD

R E S O L U T I O N

ON MOTION of Council Person _____, seconded by Council Person _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 9, Section No. 70220, F.P. No. 428238 1, in Brevard County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Cocoa, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Cocoa, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Cocoa, Florida, should be drawn and executed by _____, on behalf of this City Council.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Cocoa, Florida, at a meeting held on the _____ day of _____, _____.

SIGNED: _____
Mayor, City of Cocoa, Florida

ATTEST: _____
City Clerk, City of Cocoa, Florida

23-UTL04-10/11
January 13, 2017
This instrument prepared by
Marika Tremblay
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 800.2
SECTION 70220
F.P. NO. 428238 1
STATE ROAD 9
COUNTY BREVARD

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and CITY OF COCOA, hereinafter called "City".

W I T N E S S E T H:

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes pursuant to that certain Water Line and Ingress/Egress Easement in favor of City recorded in Official Records Book 5035, Page 325, of the Public Records of Brevard County, Florida (the "Easement"); and

WHEREAS, the proposed use of these lands for public highway purposes will require subordination of the interest claimed in such lands by City under the Easement to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's facilities within the Easement Area (as defined below), if any, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of the City's interest under the Easement in the lands located in Brevard County, Florida and described as follows, viz (collectively, the "Easement Area"):

PARCEL NO. 800 SECTION 70220
DRAINAGE EASEMENT F.P. NO. 428238-1

That part of:

A portion of the East 1/2 of Section 33, Township 25 South, Range 36 East lying East of I-95; South and West of the Plat of Star Rush Drive Extension as recorded in of Plat Book 48, Pages 57-59; and North of Viera Boulevard as shown on the Plat of Viera Boulevard Extension as recorded in Plat Book 57, Page 40 and Official Records Book 3304, Page 4601 all as recorded in the Public Records of Brevard County, Florida.

AND

Tract “A”, Star Rush Drive Extension, according to the plat thereof, as recorded in Plat Book 48, Pages 57-59 of the Public records of Brevard County, Florida.

(Said property being a portion of the same lands as described in Official Records Book 2812, page 2061; Official Records Book 3231, Page 1003; and re-recorded in Official Records Book 3256, Page 1328 all of the Public Records of Brevard County, Florida.)

Described as follows:

Commence at a 5/8-inch iron rod and cap stamped “FDOT LB 7121” marking the Northeast corner of the Northwest quarter of Section 33, Township 25 South, Range 36 East, Brevard County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 70220, Financial Project No. 428238-1; thence run South 89°24’31" West along the North line of the Northeast quarter of said Northwest quarter of Section 33 a distance of 310.10 feet to a point on the Centerline of Survey of State Road No. 9 (Interstate 95) as shown on said Right of Way Map; thence departing said North line, run South 14°31’08" East along said Centerline of Survey a distance of 2425.88 feet to a point on the Westerly projection of the existing Northerly right of way line of Viera Boulevard (lying East of said State Road No. 9), a 150 foot right of way as per Viera Boulevard Extension, according to the plat thereof, as recorded in Plat Book 57, Page 40 of the Public Records of Brevard County, Florida and as shown on said Right of Way Map; thence departing said Centerline of Survey, run South 87°59'39" East along said Westerly projection a distance of 156.46 feet to a point of intersection of said existing Northerly right of way line with the existing Easterly limited access right of way line of said State Road No. 9 (Interstate 95); thence continue South 87°59'39" East along said existing Northerly right of way line a distance of 765.79 for a Point of Beginning; thence departing said existing Northerly right of way line, run North 02°00’21" East perpendicular to said existing Northerly right of way a distance of 88.01 feet; thence run North 87°59’39" West parallel with and 88.01feet Northerly of said existing Northerly right of way line a distance of 505.74 feet; thence run North 73°29’48" West a distance of 121.90 feet; thence run North 29°59’39" West a distance of 251.22 feet; thence run North 60°00’21" East a distance of 333.92 feet; thence run South 50°00’16" East parallel with and 100.00 feet

Southwesterly of the Southwesterly line of Tract “A”, Star Rush Drive Extension, according to the plat there of, as recorded in Plat Book 48, Pages 57-5 of the Public Records of Brevard County, Florida a distance of 267.10 feet; thence run North 39°59’44" East perpendicular to said Southwesterly line of Tract “A” a distance of 159.04 feet; thence run South 50°00’16" East parallel with and 59.04 feet Northeasterly of the Southwesterly line of Tract “A” a distance of 100.00 feet; thence run South 39°59’44" West perpendicular to said Southwesterly line of Tract “A” a distance of 159.04 feet; thence run South 50°00’16" East parallel with and 100.00 feet Southwesterly of the Southwesterly line of Tract “A” a distance of 459.07 feet to a point on the aforesaid existing Northerly right of way line of Viera Boulevard; thence run North 87°59’39" West along said existing Northerly right of way line a distance of 177.42 feet to the Point of Beginning.

Containing 4.907 acres, more or less.

This legal description prepared under the direction of:
Christopher J. Leftakis, PSM
Florida Registered Surveyor and Mapper No. 6556
Lochrane Engineering, Inc., LB 2856
201 South Bumby Avenue
Orlando, FL 32803
Date: February 1, 2017

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the Easement Area in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed and to the extent such actions by the City are permitted under the Easement. Any new construction or relocation of facilities within Easement Area will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within the Easement Area, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The City shall have a reasonable right to enter upon the Easement Area for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The City agrees to repair any damage to F.D.O.T. facilities and to indemnify the F.D.O.T. against any loss or damage resulting from the City exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
Frank J. O'Dea, P.E.
District Director Of
Transportation Development
for District Five
719 S. Woodland Blvd.
DeLand, Florida 32720

Legal Review

By:_____
Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Frank J. O'Dea, P.E., District Director of Transportation Development for District Five, who is personally known to me or who has produced _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

PARCEL NO. 800.2
SECTION 70220
F.P. NO. 428238 1
PAGE 5

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its City Council acting by the Mayor of said Council, the day and year aforesaid.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

CITY OF COCOA, FLORIDA,
By Its City Council

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

By:_____
Its Mayor

_____
SIGNATURE LINE
PRINT/TYPE NAME:_____

ATTEST:_____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Mayor, who is personally known to me or who has produced _____ _____ as identification.

_____
PRINT/TYPE NAME:_____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:_____
Serial No., if any:_____

Legislation Details (With Text)

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Type:	Informational Item			**Status:**	Consent Agenda
File created:	3/8/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Approve Task Order No. 2017-29 with Bussen-Mayer for Engineering Group, Inc. to Design and Permit the Michigan Avenue Force Main Extension from U.S.1 to Clearlake Road, Project No. WS17MI. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-BUSSEN (2017-29) 3.14.17 $69760 T.O. 2017-29 Proposal RFQ-12-06-COC				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2017
Agenda Date: March 28, 2017
Prepared By: Alexandra Cook, E.I., Utilities Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2017-29 with Bussen-Mayer for Engineering Group, Inc. to Design and Permit the Michigan Avenue Force Main Extension from U.S.1 to Clearlake Road, Project No. WS17MI

BACKGROUND:

On June 12, 2012, City Council approved RFQ-12-06-COC with Bussen-Mayer Engineering Group, Inc. (BMEG) to provide engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

The existing force main along U.S.1 acts as a single point of failure within the City of Cocoa collection system. A hydraulic model analysis of the wastewater collection system reveals a deficiency in this section which can be resolved by extending the force main from U.S. Highway No.1 to Clearlake Road, creating a dual flow path. The project is intended to increase operational flexibility in the wastewater collection system.

Staff requested a proposal from BMEG to provide the required surveying, existing utilities investigation, soils analysis, engineering design and permitting services required for bidding and construction of the Michigan Avenue Force Main Extension from U.S. 1 to Clearlake Road, Project

No. WS17MI. This project consists of extension of approximately 2,900 LF of 10" ductile iron or PVC force main pipe along the north side of Michigan Avenue from U.S. 1 to Clearlake Road. The new force main would connect with existing force mains located along the west side of U.S. 1 and west side of Clearlake Road.

Staff recommends approval of Task Order 2017-29 with BMEG to design and permit the Michigan Avenue Force Main Extension from U.S.1 to Clearlake Road, Project No. WS17MI.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$69,760.00
Account Number	421-4055-536.63-00, WS17MI
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On June 12, 2012, City Council approved RFQ-12-06-COC with Bussen-Mayer Engineering Group, Inc. to provide engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

RECOMMENDED MOTION:

To Approve Task Order No. 2017-29 with Bussen-Mayer Engineering Group, Inc. to Design and Permit the Michigan Avenue Force Main Extension from U.S.1 to Clearlake Road, Project No. WS17MI.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5031540&GUID=570B88D8-D26A-42D6-809B-3A153B891A15* is a secure document that has been embedded in this document. Double click the pushpin to view.



Bussen - Mayer Engineering Group, Inc.

March 15, 2017

Benjamin M. Hayner, P.E., Engineering Division Manager
City of Cocoa Utilities Department
351 Shearer Blvd
Cocoa, FL 32922
(Via E-Mail bhayner@cocoafl.org and US Mail)

RE: MICHIGAN AVENUE FORCEMAIN EXTENSION
(U.S. HIGHWAY NO. 1 TO CLEARLAKE ROAD)
BUSSEN-MAYER PROJECT NUMBER: 379115

Dear Mr. Hayner:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this Task Order quote and proposal under our Continuing Consultant Contract with the City of Cocoa Utilities Department, for professional engineering and consulting services relating to the above referenced project. We understand that this project consists of extension of approximately 2,900 L.F. of 10" ductile iron (or PVC) forcemain pipe along the north side of Michigan Avenue, from U.S. Highway No. 1 to Clearlake Road. The new forcemain would connect with existing forcemains located along the west side of U.S. 1, and along the west side of Clearlake Road. Both PVC and DIP bid options would be included in the plans and specifications. It is our understanding that sizing for this forcemain is pursuant to the City's Wastewater Capital Improvements Plan dated June 6, 2016. The proposed forcemain would be located north of the north edge of pavement of existing Michigan Avenue, since a City of Cocoa Utilities Department waterline is located adjacent to the south edge of pavement.

This proposal generally provides the required surveying, existing utilities investigation, soils analysis, engineering design and permitting services required for bidding and construction of the project. Construction phase services are not included. It is assumed that the waterline will be placed within the limits of the existing County or City rights-of-way. Easement acquisition is not anticipated as a requirement.

Based on this information we propose to provide the following specific scope of services in a timely fashion;

A. SURVEYING SERVICES

1. We will request underground utility locates through the Sunshine One Call process, prior to completion of the right-of-way survey. We will locate all above ground surface markings provided by the utility company representatives and reflect available information on the final survey. We will also conduct individual meetings and coordination with representatives from AT&T, FPL, City Gas, and the Brevard County Utilities Department, in order to obtain and plot any record information that is available for their specific utilities. In addition, this service will include Limited soft digs (3 to 4 locations outside of pavement limits) by our soft-dig subconsultant, Southeastern Surveying, Inc. Locations to be determined by Engineer.

2. We will provide survey stakeout and boring locations as necessary for the geotechnical services described herein (i.e. design borings). We will obtain ground shots as each boring location.

3. We will prepare a Right-of-Way Survey of the project limits, based on the recorded right-of-way deeds or maps available to the Surveyor. The project survey limits will include the north side of the Michigan Avenue right-of-way, from the south edge of pavement to 25' north of the north right-of-way line. The easterly project limit will be the centerline of pavement for U.S. Highway No. 1 (south bound), and the westerly project limit will be 25' west of the west right-of-way line of Clearlake Road.

   The boundary survey will include field flagging of existing right-of-way monumentation and/or setting of new corner monumentation as required. Right-of-way monuments will be placed at the PC and PT of all curves in the road or at 1,000 foot intervals (max). The survey will meet Florida Minimum Technical Standards and will be prepared in our standard 24"x36" format (convertible to 11"x17").

4. We will complete a topographic investigation of the project limits, extending 25 feet outside of each project limit or right-of-way line. This topographic investigation will include the location of above ground improvements within the project limits, together with elevations on a 100 foot grid (max). Sections will be taken at 100 foot intervals. Complete data (inverts, rims, pipe size, etc.) will be obtained for any existing drainage improvements or sewer system improvements within the project limits. All topographic information will be shown on the boundary survey, and will be based on NAV Datum of 1988.

5. We will establish baseline control points (construction baseline) and benchmark locations for construction purposes.

6. Deliverables to include six (6) copies of the certified survey, together with an AutoCAD copy and a pdf. copy of the survey in digital format.

B. <u>ENGINEERING SERVICES</u>

1. We will collect and review available data from the City, County, FDOT and utilities companies on existing and proposed facilities, sizes, elevations, materials, and operational data. This includes a detailed on-site inspection. All available data will be included in the project existing conditions info presented in the plans.

2. We will prepare 30% Documents for review by the City's Utilities Department. These documents will include, at a minimum, the following information:

    a. Right-of-way and topographic survey.
    b. Proposed forcemain routing and location plan.
    c. Identification of potential utility conflict locations.
    d. Geotechnical exploration and evaluation report including relevant pavement cores along the alignment (by Ardaman and Associates – subconsultant). This work will include four (4) pavement cores (one in Clearlake Rd., and 3 along Michigan Ave.), together with five (5) roadside core borings.
    e. Preliminary construction cost estimate.

3. We will prepare 60% Documents for review by the City's Utilities Department. These documents will include, at a minimum, the following information:

    a. Adjudicated review comments from the 30% submittal.
    b. Preliminary specifications
    c. 60% Drawings including preliminary cross-sections, plan and profile drawings, construction details and direct bore or bore and jack at the FECRR crossing.
    d. Updated cost estimate.

4. We will prepare 90% Documents for review by the City's Utilities Department. These documents shall provide sufficient detail for construction, including the following:

    a. Adjudicated 60% review comments.
    b. Permitting and Bidding schedule.
    c. Updated cost estimate.
    d. All required permit applications in draft form for City review and signature.
    e. Complete utility construction plans for final review.

5. We will prepare, submit and pursue approval of the following required construction permit applications;

    a. City of Cocoa Utilities Department/FDEP Water Distribution System Permit.
    b. Brevard County Public Works Right-of-Way Use permit (if required)
    c. FDEP/NPDES Notice of Intent for Construction Discharge Permit
    d. FDOT Utility Connection Permit
    e. FECRR Utility Crossing Permit

6. We will prepare 100% design plans and specifications for bid. Along with the Bid Documents, the following items will be included:

    a. Adjudicated 90% review comments.
    b. Updated bid schedule and preliminary construction schedule.
    c. Final Cost Estimate.
    d. Final certified utility construction plans.

7. Permit Assistance -Permitting services will include responses to all Agency Requests for Additional Information (RAI) as required to obtain the permit. All permit application fees shall be paid by the Consultant.

We have prepared this proposal based on the following assumptions and conditions:

1. Bidding and construction phase services are not included. A separate proposal can be provided at the appropriate time for any required bidding and construction phase services.

2. Waterline modeling and/or sizing calculations are not included. All watermain sizes to be provided by the City Utilities Program. Any required modeling for permitting purposes to be provided by the City's Wastewater Engineer.

3. Right-of-way and/or easement acquisition not included (not anticipated as a requirement).

4. Construction phasing is not included (not anticipated as a requirement).

5. Surveying services will meet Florida Minimal Technical Standards as set forth in Chapter 61G17-6 F.A.C. pursuant to Section 472.027 F.S.

6. Elevations to be based on NAVD 1988 datum; survey control to be based on NAD1983 datum (State Plane Coordinates).

7. Roadway realignment, structural design, and/or drainage system design is not included (not anticipated as a requirement).

8. Limited SOFT-DIGS are included; 3 to 4 locations outside of pavement limits at locations specified by the Engineer.

9. Redesign of other existing utilities to address conflicts is not included.

10. ESTIMATED PROJECT SCHEDULE
(NTP = Notice to Proceed)

a.	Surveying Services	120 days from NTP
b.	Geotechnical Report	75 days from NTP
c.	30% submittal	180 days from NTP
d.	60%submittal	90 days from City response
e.	90% submittal & permit applications	90 days from City response
f.	100% plans and bid documents	60 days from City response and receipt of permits

Our proposed lump sum fee for providing the above described services would be as follows:

A. SURVEYING SERVICES	**$22,880.00**
B. ENGINEERING SERVICES	**$40,480.00**
C. GEOTECHNICAL SERVICES	**$ 6,400.00**
TOTAL	**$69,760.00**

These fees are based on the estimated man-hour breakdown attached and our standard hourly rates, as itemized and reflected in Exhibit "A" attached.

Invoicing for this project will be in accordance with the following schedule:

INVOICE PROCEDURES AND PAYMENT: BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **BUSSEN-MAYER ENGINEERING GROUP, INC**. will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this TASK ORDER is an addendum to the master contract approved by the City of Cocoa on June 12, 2012 for engineering design, permitting and services for construction of utility conveyance system upgrades and expansions, and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please feel free to contact the undersigned. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.



Joseph W. Mayer, P.E.
President

APPROVED BY:

City Manager **Date:**

379115proposal-hayner2017-0314.docx/pf

Exhibit "A"

Man-Hour Breakdown-Basic Scope

MICHIGAN AVE/CLEARLAKE RD FORCEMAIN EXTENSION

(U.S. HIGHWAY NO.1 TO TATE ST)

BMEG# 379115

3/14/17

	Hours	Rate	Subtotal		
A. SURVEYING SERVICES					
1. Sunshine One utility locates/permit/ soft digs					
Surveyor	5.00	$ 105	$ 525		
2-Man Field Crew	8.00	$ 100	$ 800		
Office Assistant	4.00	$ 45	$ 180		
Soft Digs by Subconsultant			$ 2,525		
			Subtotal	$	4,030
2. Survey stakeout for coring locations.					
Surveyor	2.00	$ 105	$ 210		
2-Man Field Crew	4.00	$ 100	$ 400		
AutoCAD Technician	2.00	$ 70	$ 140		
			Subtotal	$	750
3. Right-of-Way survey.					
Surveyor	16.00	$ 105	$ 1,680		
2-Man Field Crew	24.00	$ 100	$ 2,400		
AutoCAD Technician	40.00	$ 70	$ 2,800		
			Subtotal	$	6,880
4. Topographic survey.					
Surveyor	16.00	$ 105	$ 1,680		
2-Man Field Crew	40.00	$ 100	$ 4,000		
AutoCAD Technician	48.00	$ 70	$ 3,360		
			Subtotal	$	9,040
5. Establish construction baseline and benchmark locations.					
Surveyor	4.00	$ 105	$ 420		
2-Man Field Crew	8.00	$ 100	$ 800		
AutoCAD Technician	8.00	$ 70	$ 560		
			Subtotal	$	1,780
6. Deliverables/reimbursables					
			Subtotal	$	400
			SURVEYING SERVICES TOTAL	**$**	**22,880**

B. ENGINEERING SERVICES					
1. Review of available data.					
Project Engineer	4.00	$ 135	$ 540		
Project Manager	6.00	$ 115	$ 690		
Engineering Technician	8.00	$ 85	$ 680		
AutoCAD Technician	4.00	$ 70	$ 280		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	2,370
2. Preparation of 30% documents for review by Client.					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	8.00	$ 115	$ 920		
Engineering Technician	20.00	$ 85	$ 1,700		
AutoCAD Technician	36.00	$ 70	$ 2,520		
Office Assistant	2.00	$ 45	$ 90		
			Subtotal	$	6,040
2.A. Soils Testing (Ardaman)					
			Subtotal	$	6,400
3. Preparation of 60% documents for review by Client.					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	16.00	$ 115	$ 1,840		
Engineering Technician	44.00	$ 85	$ 3,740		
AutoCAD Technician	60.00	$ 70	$ 4,200		
Office Assistant	2.00	$ 45	$ 90		
			Subtotal	$	10,680
4. Preparation of 90% documents for review by Client.					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	16.00	$ 115	$ 1,840		
Engineering Technician	32.00	$ 85	$ 2,720		
AutoCAD Technician	48.00	$ 70	$ 3,360		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	8,910
5. Preparation, submit and pursue permit approvals.					
Project Engineer	4.00	$ 135	$ 540		
Project Manager	8.00	$ 115	$ 920		
Engineering Technician	10.00	$ 85	$ 850		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	2,760
5.A. Permit Application Fees (budget):					
			Subtotal	$	3,500
6. Preparation of 100% design plans, specifications and bid documents.					
Project Engineer	8.00	$ 135	$ 1,080		
Project Manager	12.00	$ 115	$ 1,380		
Engineering Technician	12.00	$ 85	$ 1,020		
AutoCAD Technician	20.00	$ 70	$ 1,400		
Office Assistant	12.00	$ 45	$ 540		
			Subtotal	$	5,420
7. Reimbursables					
			Subtotal	$	800
			ENGINEERING SERVICES TOTAL	**$**	**46,880**
			TASK ORDER SERVICES TOTAL		**$69,760**

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For
Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 12 day of June 2012, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Bussen-Mayer Engineering Group, Inc.,** a Florida corporation ("Engineer"), whose address is 100 Parnell Street, Suite A, Merritt Island, Florida 32953.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the

following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Bussen-Mayer Engineering Group, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the

safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance**

policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer

waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. Engineer 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 Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) Engineer 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.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 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.

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:
Bussen-Mayer Engineering Group, Inc.
Attention: Joseph W. Mayer, P.E.
100 Parnell Street, Suite A
Merritt Island, FL 32953
(321) 453-0010 Phone

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same

incident or occurrence, exceeds the sum of two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed 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 this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION

34.1 Engineer shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed by the Engineer in the performance of the Agreement and any Task Order.

34.2 Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority

to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

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

CITY:

CITY OF COCOA

By: Michael C. Blake

Print Name/Title: Mayor

ATTEST:

By: Joan Clark, City Clerk 6/12/2012

ENGINEER:

BUSSEN-MAYER ENGINEERING GROUP, INC.

By:

Print Name/Title: Joseph W. Mayer President

BUSSEN-MAYER ENGINEERING GROUP, INC.

STANDARD HOURLY RATES

Position	**Rate**
Chief Design Engineer	$135.00
Project Manager	$115.00
Surveyor	$105.00
Ecologist	$ 80.00
Engineer-Expert Witness	$150.00
Engineering Technician	$ 85.00
AutoCAD Technician	$ 70.00
2-Man Survey Crew	$100.00
Construction Inspector	$ 65.00
Clerical/Office Assistant	$ 45.00

Bussen-Mayer Engineering Group, Inc.

June 15, 2012

City of Cocoa
Office of the City Clerk
Joan Clark, MMC
65 Stone Street
Cocoa, FL 32922

RE: CONTINUING SERVICE AGREEMENT – ENGINEERING DESIGN, PERMITTING AND SERVICE DURING CONSTRUCTION OF UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION BETWEEN THE CITY OF COCOA AND BUSSEN-MAYER ENGINEERING GROUP, INC. BUSSEN-MAYER PROJECT NUMBER: 379101

Dear Ms. Clark:

Pursuant to your letter of June 13, 2012, please find enclosed an executed Agreement for the above referenced services. We have retained one original for our files.

If you have any questions or require additional information, please advise. Thank you for your assistance.

Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.

Joseph W. Mayer, P.E./President

Enclosure: Executed Service Agreement

Cc: J. Walsh, Utilities Director w/o enclosure

379101clark61512

100 PARNELL STREET • MERRITT ISLAND, FL 32953 • PH.: (321)453-0010
FAX.: (321) 454-6885 • E-MAIL: bussenmayer@bellsouth.net

Legislation Details (With Text)

File #:	17-121	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	3/13/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Accept the City of Cocoa Brownfields Redevelopment Program - FY15 Brownfields Assessment Grant - Community Engagement Plan. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Community Engagement Plan.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2017
Agenda Date: March 28, 2017
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Accept the City of Cocoa Brownfields Redevelopment Program - FY15 Brownfields Assessment Grant - Community Engagement Plan.

BACKGROUND:

The City of Cocoa is a four-time grantee of the U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant having been awarded the grant in 2003, 2005, 2009 and 2015 to fund Phase I and Phase II Environmental Site Assessments on properties with perceived or real contamination as well as reuse planning.

Per the Brownfields Assessment Cooperative Agreement Work Plan, Task 2 - Community Involvement/Engagement, the City will develop a Community Engagement Plan (CEP) resource document. The City's CEP will describe processes, activities and planned outreach materials necessary to implement the grant activities. The CEP will describe the community and appropriate methods of seeking input, methods of communicating progress and education/information sharing for the community. The CEP will be consistent with the Assessment Grant Proposal and include the partners and community based organizations identified in the City's proposal to ensure that community concerns are considered in assessment planning and execution, and the public is kept informed of project progress and results and to encourage public involvement in the project.

To summarize, the purpose of the CEP is to raise awareness about the City of Cocoa Brownfields Redevelopment Program — Brownfields Assessment Grant, ensure that community concerns are

considered in assessment planning and execution, inform the public of project progress and results, and to encourage public engagement on key projects.

The CEP was developed with assistance from the City's Brownfields Consultant Cardno, and the U.S. EPA Region 4 Project Officers.

STRATEGIC PLAN CONNECTION:

The CEP aligns with the Strategic Plan Connection of Community Development- (Redevelopment of the City's Core) and Economic Development.

BUDGETARY IMPACT:

No budgetary impact.

PREVIOUS ACTION:

On March 8, 2017, the CEP was approved by the City's Brownfields Advisory Board.

RECOMMENDED MOTION:

Accept the City of Cocoa Brownfields Redevelopment Program - FY15 Brownfields Assessment Grant - Community Engagement Plan.

Legislation Details (With Text)

File #:	17-124	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/15/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Ordinance 06-2017/1st Reading: Amending the Future Land Use Map designation of one parcel (102.0 acres of the total 130.66-acre parcel) from “Low Density Residential” to “Neighborhood Commercial.” (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-2017 - FLUM W King Street 102.2 acres.pdf Exhibit A (Legal Descrption & Map).pdf 2075WKingSt_ProposedFLUMap.pdf Abutter Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2017
Agenda Date: March 28, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 06-2017, to amend the Future Land Use Map designation of one parcel (102.0 acres of the total 130.66-acre parcel) from “Low Density Residential” to “Neighborhood Commercial.”

BACKGROUND:

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

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

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

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land

Trust, is requesting to amend the future land use map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from “Low Density Residential” to “Neighborhood Commercial” as depicted on Exhibit A.

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

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

The reason for the proposed change to the future land use designation is to allow for the property owner to construct an adult congregate living facility (ACLF) on the 102.02-acre portion of the property. The current future land use and zoning designations of “Low Density Residential” and RR-1 does not allow for an ACLF use.

In addition to this application, the applicant has submitted an application to rezone the property from the existing RR-1 zoning designation to a C-N (Neighborhood Commercial) zoning designation, which allows for an ACLF use as a Special Exception.

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

Overview of Surrounding Area:			
	Future Land Use	**Zoning**	**Existing Use**
North	Commercial	C-W	Vacant, Space Coast Honda, & County Sch Bus Facility
South	Very Low Density Residential (City); RE (County)	RU-1-7 (City); AU (County)	Single-family Reside Vacant
East	Low Density Residen (City); RES 4 (County	RU-1-7 (City); AU (County)	Vacant
West	NC - Neighborhood Commercial (County)	RR-1 & GU (County)	Single-family Resider Vacant

II. Large Scale Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa.

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

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

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

Staff Response: The proposed amendment would have no negative impact on the city's budget or the regional economy. The "Neighborhood Commercial" Future Land Use designation allows a wide range of commercial uses while also providing for protection against incompatible uses with adjacent residential uses. An ACLF use is permitted by Special Exception approval by the Board of Adjustment.

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

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

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

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

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

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

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

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

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

Staff Response: Any future development of the subject site would have to comply with all applicable local, state, and federal environmental regulations.

d. Whether the proposal is consistent with goals, policies, and objectives of the state

comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, Florida Administrative Code;

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

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

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

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

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

Chapter 5 - Transportation, Policy 5.25: Non-urban arterial roads should be protected by access management policies that limit curb cuts to preserve their capacity.

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

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

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

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

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

Staff Response: A preliminary concurrency review has not been completed. However, the requested future land use, and subsequent rezoning, would provide tax revenue to the City. A final concurrency evaluation will be required prior to the issuance of a development permit.

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

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

Staff Response: This portion of W. King Street is primarily of a commercial nature. The portion of the subject property under consideration for the future land use change, and subsequent rezoning, is nearly 1,000 feet to the south of W. King Street. Uses to the east, south, and west of the portion of the subject property are residential or vacant. Staff believes the proposed future land use, zoning, and ACLF use would be compatible with the immediate surrounding area.

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

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

Staff Response: The proposed future land use amendment would have no direct impact on the provision of housing and its relation to places of employment. If the proposed future land use, subsequent rezoning, and ACLF use are approved, elderly citizens would have a greater choice for housing needs.

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

Applicant Response: *The amendment is consistent with the elements of the City's Comprehensive Plan, Policy 1.1.2.8. As NCOMM is allowed to be closer to residential neighborhoods (none here). The development will not impact the five residents to the west, not have a negative impact on the character of the area, or impact the environment. Policy 1.1.4 encourages redevelopment, a goal of this project, and the property is in the Diamond Square Redevelopment Area.*

Staff Response: The proposed future land amendment is consistent with the following Comprehensive Plan policy:

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area.

A. Neighborhood commercial areas may be allowed closer to the residential neighborhoods.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

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PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its March 8, 2017 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 06-2017, to amend the Future Land Use Map designation of one parcel (102.0 acres of the total 130.66-acre parcel) from “Low Density Residential” to “Neighborhood Commercial.”

ORDINANCE NO. 06-2017

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

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

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

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on March 8, 2017, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

Henry U. Parrish, **III, Mayor**

ATTEST:

_____

Carie Shealy, **City Clerk**

Exhibit A

DESCRIPTION:

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

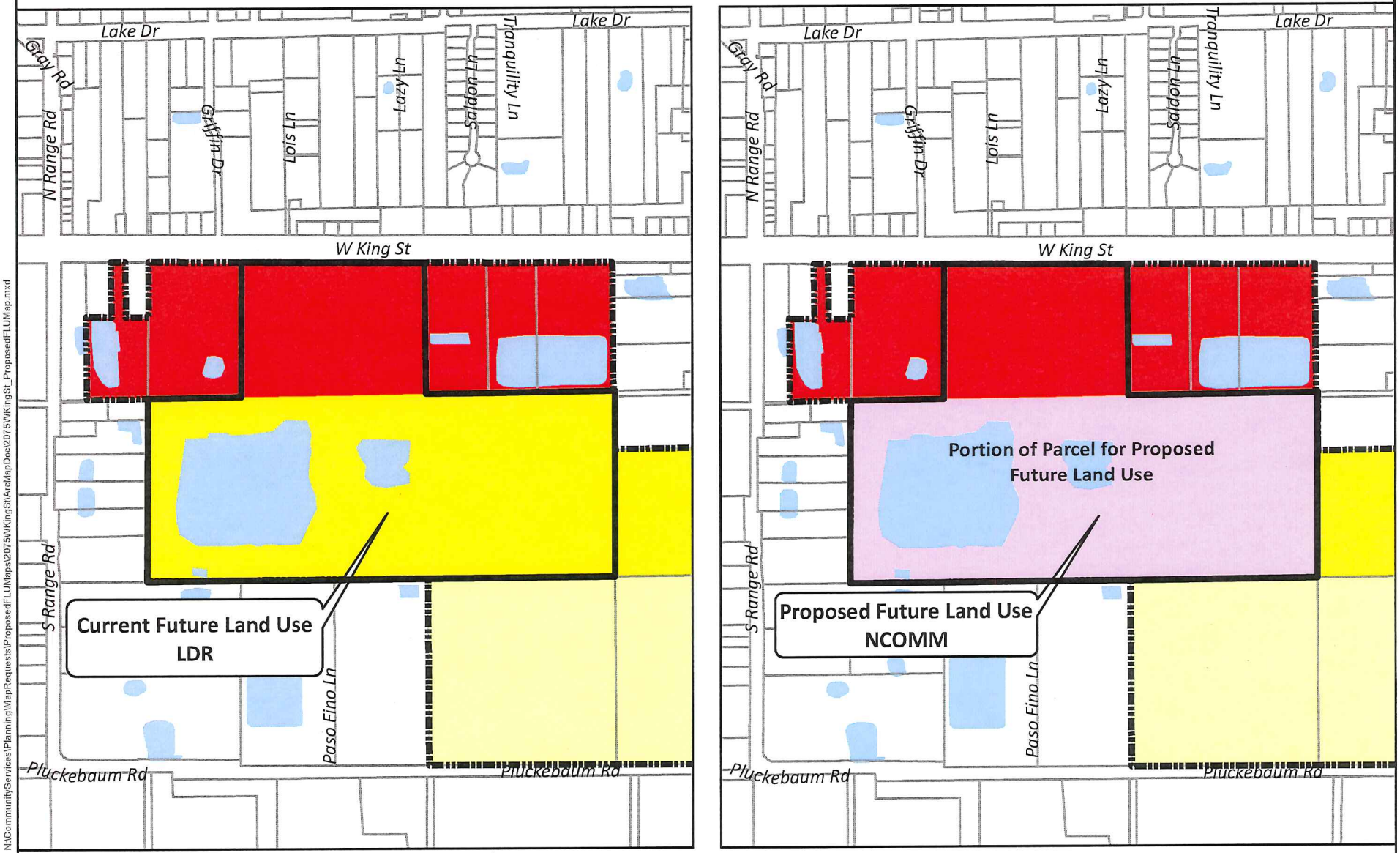
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

City of Cocoa Future Land Use

South Side of W. King St.

From: LDR (Low Density Residential) To: NCOMM (Neighborhood Commercial)

Exhibit A

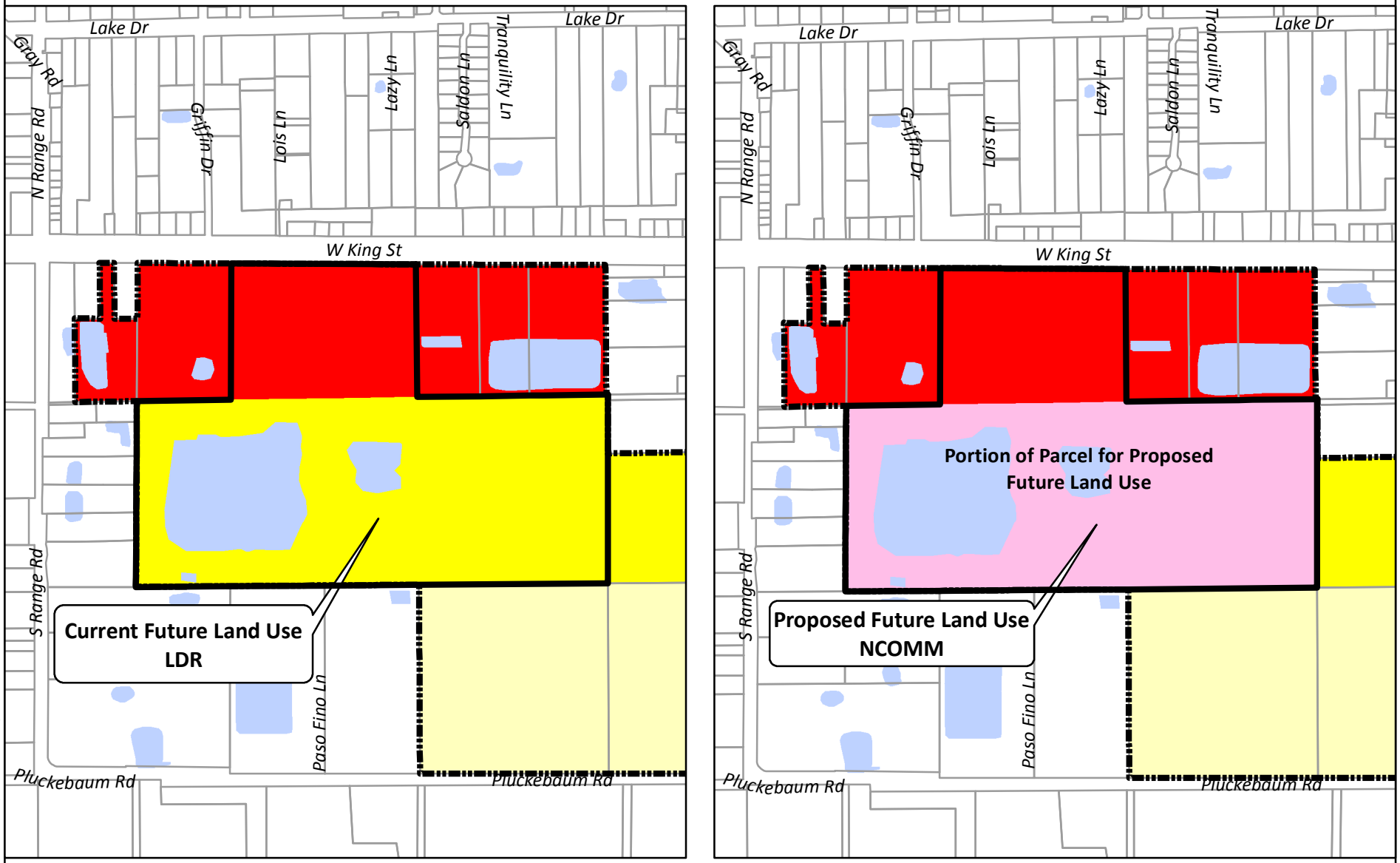


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City of Cocoa Future Land Use

South Side of W. King St.

From: LDR (Low Density Residential) To: NCOMM (Neighborhood Commercial)



COMM: Commercial

LDR: Low Density Residential

VLDR: Very Low Density Residential

NCOMM: Neighborhood Commercial

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Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

Kimberly B. Rezanka, on behalf of 2075 W. King Street Land Trust, is petitioning the Planning and Zoning Board for the following items:

FILE NUMBER: PZ-17-00500001 – 2075 W. King Street Land Trust

REQUEST: **CONSIDERATION OF A LARGE-SCALE COMPREHENSIVE PLAN MAP AMENDMENT** consistent with Florida Statute, Chapter 163. The applicant is requesting approval to amend the Future Land Use Map designation of a portion (102.2 acres) of one (1) parcel, containing a total of 130.66 acres, from "Low Density Residential" to "Neighborhood Commercial".

FILE NUMBER: PZ-17-02100002 – 2075 W. King Street Land Trust

REQUEST: **CONSIDERATION OF A ZONING MAP AMENDMENT** consistent with Appendix A, Zoning, Article XXII, to rezone the subject parcel from RR-1 (Rural Residential) to C-N (Neighborhood Commercial).

LOCATION: The overall subject parcel consists of ±130.66 acres and is generally located on the south side of W. King Street, approximately 0.25 miles east of S. Range Road Drive, Cocoa, FL. The Brevard County Property Appraiser's Office identifies the subject parcel as Tax Account No. 2423993.

The Board will hold a public meeting on this request at 6:00 p.m. on Wednesday, **March 8, 2017** in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

_____ February 21, 2017_

Steven Biel, Senior Planner Date

This meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public meeting.

All persons and parties are hereby advised that if they should decide to appeal any decision made by this Board with respect to any matter considered at this meeting, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The facility where this public meeting will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division at 65 Stone Street, Cocoa, Florida between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

(OVER)

Legislation Details (With Text)

File #:	17-125	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/15/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Ordinance 07-2017/1st Reading: Amending the Zoning Map designation of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) TO C-N (Neighborhood Commercial). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-2017 - Rezone W King Street 102.2 acres.pdf Exhibit A (Legal Description & Map).pdf 2075WKingSt_ProposedZoningMap.pdf Abutter Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2017
Agenda Date: March 28, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 07-2017, to amend the Zoning Map designation of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) TO C-N (Neighborhood Commercial).

BACKGROUND:

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

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

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

The applicant, Kimberly B. Rezanka, on behalf of the property owner, 2075 W. King Street Land

Trust, is requesting to amend the Zoning Map designation of approximately 102.2 acres of the overall 130.66-acre subject parcel from RR-1 (Rural Residential) to C-N (Neighborhood Commercial) as depicted on Exhibit A. The reason for the proposed change to the zoning designation is to allow for the property owner to construct an adult congregate living facility (ACLF) on the 102.02-acre portion of the property. The current zoning designation of RR-1 does not allow for an ACLF use.

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

The provisions of the C-N district are intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce the conflicts with adjacent residential uses to minimize the interruption of traffic along thoroughfares.

The applicant has submitted a concept plan (Exhibit B) showing a proposed adult congregate living facility (ACLF) comprised of 11 buildings with a total of 100 units. Also shown on the concept plan are 2 mini-warehouses and an auto sales use located on the portion of the property that is not part of this rezoning request. The proposed ACLF and mini-warehouse uses are permitted by Special Exception approval by the Board of Adjustment.

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

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

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

Future Land Use:	Current: Low Density Residential Proposed: Neighborhc		
Zoning District(s):	Current: RR-1 (Rural Residential) Proposed: C-N (Neigh Commercial)		
Existing Land Use:	Vacant		
Council District:	District 1 - Councilmember Whipple, Jr.		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Commercial	C-W	Vacant, Space Coa Honda, & County S Bus Facility

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

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

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

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

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

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

Staff believes that the 102.2-acre portion of the subject property is setback at least 1,000 feet from

W. King Street and would not be impacted by the established uses along W. King Street. Required landscaping/buffering would be reviewed during the site plan review.

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

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

Staff Response: Although there is no C-N zoning in the general vicinity of the subject parcel, the proposed ACLF could be considered a low impact use and could be viewed as a transition between the commercial, retail, and light industrial uses along W. King Street and the residential zoning to the south. ACLFs are only permitted by Special Exception approval (Board of Adjustment) in the P-S (Professional, Offices and Services), C-R (Restricted Commercial), CBD (Central Business District), and C-N (Neighborhood Commercial) zoning districts. Staff believes the C-N zoning designation would be the most appropriate zoning designation with the commercial zoning along W. King Street.

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

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

Staff Response: Rezoning the 102.2-acre portion of the subject parcel would not materially alter the population, increase the load on public facilities, or decrease the transportation level of service, or add any burden to schools or utilities as an ACLF use is considered a low impact use.

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

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

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

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

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

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

Policy 1.1.2.8: Neighborhood Commercial (NCOMM). Neighborhood Commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area.

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

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

Staff Response: The intent of the rezoning request is to be able to provide an ACLF use on the 102.2-acre portion of the subject property. As noted above, there are only four zoning districts that permit an ACLF use, all by Special Exception approval. Staff believes there is a need for the proposed ACLF use to serve the elderly community in the area.

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

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

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

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

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

Staff Response: It is not anticipated that the proposed rezoning would create or excessively increase traffic congestions or otherwise affect public safety.

i. The proposed change will create a drainage problem.

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

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

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

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

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

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

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

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

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

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

Staff Response: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property.

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

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

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

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

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

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

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

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

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

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

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

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

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-N zoning designation is consistent with the allowable uses under the "Neighborhood Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its March 8, 2017 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 07-2017, to amend the Zoning Map designation of one parcel (102.2 acres of the total 130.66-acre parcel) from RR-1 (Rural Residential) TO C-N (Neighborhood Commercial).

ORDINANCE NO. 07-2017

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

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

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

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

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

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

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

Section 2. **Zoning Map Amendment.** That the Official Zoning Map of the City of

Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include a change of classification from Rural Residential ("RR-1") to Neighborhood Commercial ("C-N") for a portion of the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

Section 5. **Effective Date.** This ordinance shall become effective immediately upon the effective date of Ordinance No. 06-2017 as adopted by the City Council of the City of Cocoa, Florida. If Ordinance No. 06-2017 does not become effective, then this Ordinance shall become null and void.

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

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Exhibit A

DESCRIPTION:

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

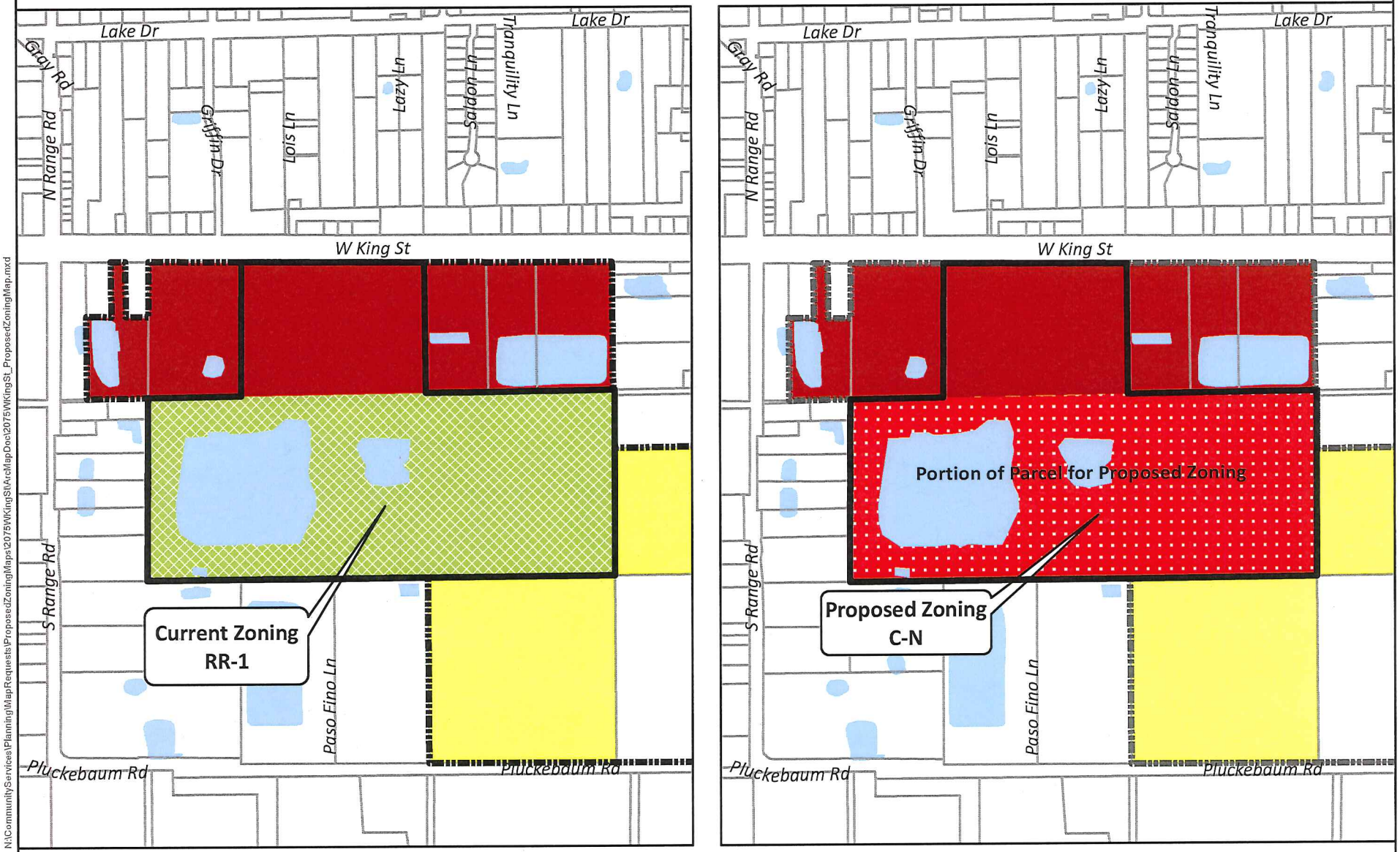
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE SAID EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, AND ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 3,328.28 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 102.42 ACRES MORE OR LESS

City of Cocoa Zoning Map

South Side of W. King St.

From: RR-1 (Rural Residential) To: C-N (Neighborhood Commercial)

Exhibit A

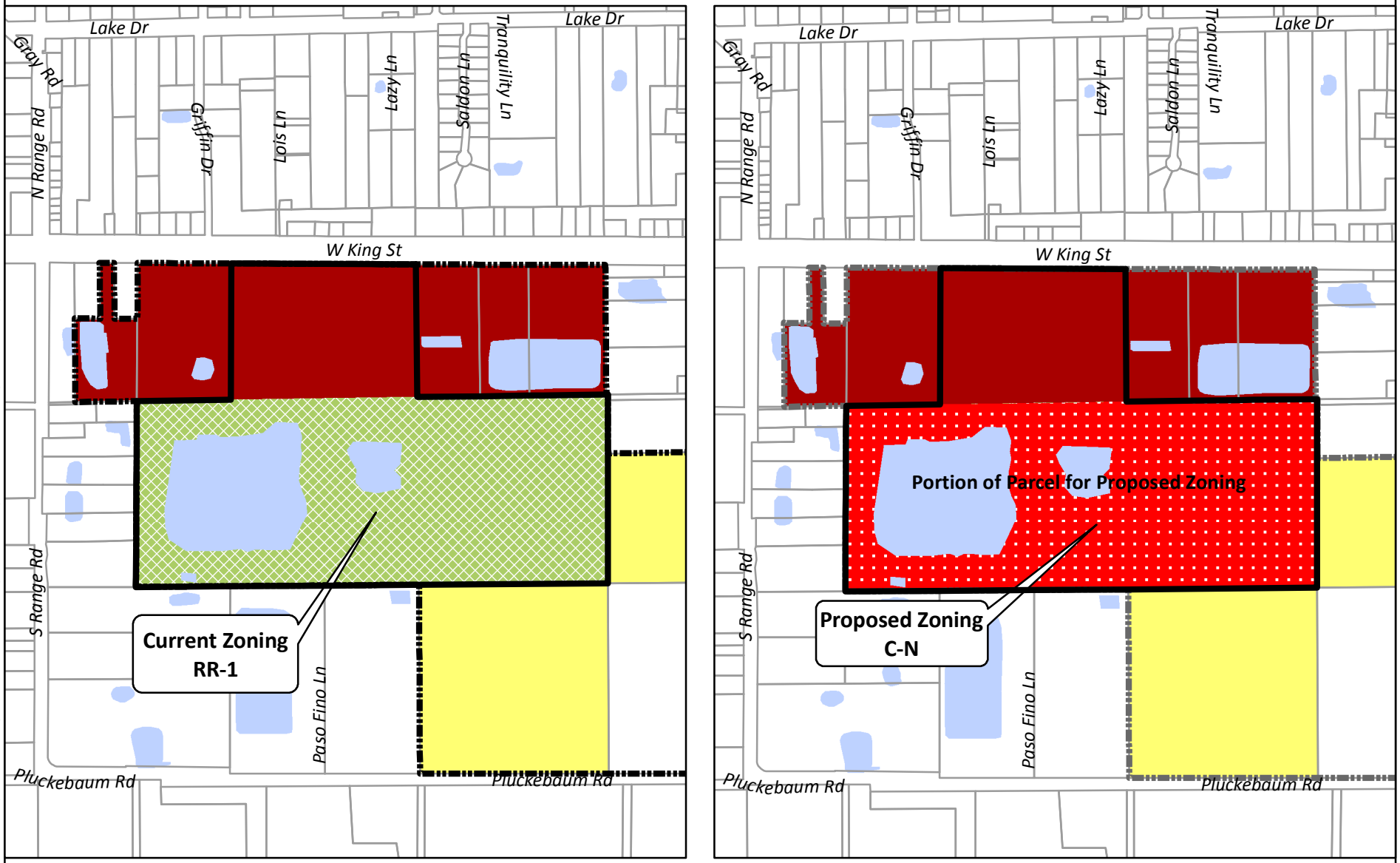


N:\CommunityServices\PlanningMapRequests\ProposedZoningMaps\2075WKingStArcMapDoc\2075WKingSt_ProposedZoningMap.mxd

City of Cocoa Zoning Map

South Side of W. King St.

From: RR-1 (Rural Residential) To: C-N (Neighborhood Commercial)



N:\CommunityServices\Planning\MapRequests\ProposedZoningMaps\2075WKingSt\ArcMapDoc\2075WKingSt_ProposedZoningMap.mxd

C-W: Wholesale Commercial

RR-1: Rural Residential

RU 1-7: Single Family Residential

C-N: Neighborhood Commercial

Legislation Details (With Text)

File #:	17-126	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/15/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Ordinance No. 05-2017/1st Reading: Amending the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C-G (General Commercial). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-2017 Rezoning - Clearlake Michigan #1.pdf Legal Descriptions (Exhibit A).pdf Location Map.pdf Abutter Letter.pdf Property Owner Notification Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2017
Agenda Date: March 28, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the first reading of Ordinance 05-2017, to amend the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C -G (General Commercial).

BACKGROUND:

Applicant: City of Cocoa Community Services Department initiated request.

City staff has identified an inconsistency between the City of Cocoa Future Land Use Map (FLUM) and the City of Cocoa Zoning Map for 14 parcels generally located east of Clearlake Road and north and south of Michigan Avenue. The inconsistency is that the current zoning of the 14 subject parcels (C-N & C-R) is not consistent with the current Future Land Use Map designation of “Commercial.”

Figure FLU-1 (Exhibit “B”) provides the allowable zoning districts in each Future Land Use category. C-N and C-R are not allowable zoning districts in the “Commercial” Future Land Use category.

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Therefore, it is necessary to amend the zoning to a designation that is allowed in the “Commercial” Future Land Use category.

City staff is proposing to amend the current zoning of the 14 subject parcels; 5 parcels from C-N (Neighborhood Commercial) and 9 parcels from C-R (Restricted Commercial) to C-G (General Commercial) as depicted on Exhibit “A.”

Future Land Use:	Current: Commercial for all 14 parcels Proposed: No Cha		
Zoning District(s):	Current: C-N (Neighborhood Commercial) & C-R (Restricte C-G (General Commercial)		
Existing Land Use:	Various uses including professional, retail, and residential		
Council District:	District 3 - Councilmember Blanco		
Overview of Surrounding Area:			
	Future Land Use Designations	**Zoning Districts**	**Land Uses**
North	Medium Density Residential	RU-2-15	Vacant
South	Commercial & Medium Density Re	RU-2-15	Multi-family residen
East	Commercial & Medium Density Re	RU-2-15 & C-N	Institutional, professional, multi-family residential, & vacant
West	Residential 15 (County); Institution Commercial (City)	RU-1-13 (County); & RU-1-7 (City)	Residential & institutional

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

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

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

Staff Response: The established land use pattern in the area of the proposed rezoning is a mix of professional, commercial/retail, residential, and institutional uses. The property directly north of the subject 14 parcels is vacant with a zoning designation of RU-2-15; properties directly east of the 14 parcels are zoned C-N and RU-2-15 with institutional, professional, residential, and vacant uses; properties directly south of the 14 parcels are zoned RU-2-15 with residential uses; properties directly west of the 14 parcels are zoned C-N and RU-1-7. There are also 6 properties to the west that are in the county and zoned RU-1-13 with residential uses.

Clearlake Road is classified as an arterial road with a level of service designation of “C” and Michigan Avenue is classified as a collector road with a level of service designation of “C” (City of Cocoa Comprehensive Plan, Map M-II-2 and Map M-II-3).

Staff believes the proposed rezoning would not be contrary to the established land use patterns and

would allow the 14 subject parcels to be consistent with the future land use designation of "Commercial'.

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

Staff Response: Staff believes the proposed rezoning of the 14 subject parcels to C-G would not create an isolated district unrelated to adjacent and nearby zoning districts. The approximate 27 total acres of the 14 parcels would not be considered an isolated zoning district. There is also C-G zoning approximately 0.25 miles north of the 14 parcels (Walmart). It should be noted that the C-G zoning district allows for many of the uses permitted in the C-N and C-R zoning districts.

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 Response: The land use pattern along Clearlake Road is a mix of commercial/retail, residential, and institutional uses. The proposed rezoning would have no impact on population density patterns as residential uses are not permitted in the C-G zoning district.

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

Staff Response: Staff believes the boundaries are logically drawn in relation to the existing commercial/retail, institutional, professional, and residential uses.

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

Staff Response: The FLUM designation for the 14 subject parcels is "Commercial." The current FLUM designation is consistent with the proposed rezoning to C-G and would not have an adverse effect on the Comprehensive Plan. The proposed rezoning would be consistent with the following Future Land Use Element of the Comprehensive Plan:

Policy 1.1.2.9: Commercial (COMM). **T**he intent of the "Commercial" future land use designation is for areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses.

A. Commercial areas shall have direct access from a four-lane collector or two-lane arterial.
B. New commercial uses shall be discouraged from linear development and shall be encouraged to develop in clusters, with coordinated parking facilities, and with frontage roads where practical.

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

Staff Response: The intent of the rezoning request is to address the inconsistency as noted above and as required by state law and in furtherance of the City of Cocoa Comprehensive Plan.

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

Staff Response: As there is already a mix of residential and commercial/retail, professional, and institutional uses in the area, the proposed rezoning would not adversely influence living conditions in the immediate area.

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

Staff Response: It is not anticipated that the proposed change would create or excessively increase traffic congestions or otherwise affect public safety. As noted above, Clearlake Road has a level of service designation of "C."

i. The proposed change will create a drainage problem.

Applicant Response: *All necessary drainage permits will be obtained from the City and State agencies.*

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

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

Staff Response: Any proposed use associated with the proposed rezoning 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 Response: It is not anticipated that property values would be adversely affected by the proposed rezoning.

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

Staff Response: Of the 14 subject parcels, 3 are vacant and 1 is vacant, with the exception of a small communications building (AT&T). There are also 2 parcels adjacent to the 14 subject parcels that are vacant. Staff believes the proposed rezoning would not be a deterrent to the improvement or development of adjacent properties.

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

Staff Response: The proposed change will not constitute a grant of special privilege to the property owners of the 14 subject properties as contrasted with the public welfare.

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

Staff Response: As noted above, the rezoning is being proposed to address an inconsistency with the future land use designation as required by state law and in furtherance of the City of Cocoa Comprehensive Plan.

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

Applicant Response: *The proposed change would provide needed business services to the area.*

Staff Response: The proposed rezoning is not out of scale with the needs of the neighborhood and would make the 14 subject parcels consistent with the comprehensive plan.

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

Staff Response: The rezoning request is to bring the 14 subject parcels into consistency with the City of Cocoa Comprehensive Plan.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-G zoning designation is consistent with the allowable zoning districts under the "Commercial" Future Land Use per the City of Cocoa Comprehensive Plan.

Concurrency Management/Adequate Public Facilities

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

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board unanimously recommended approval at its March 8, 2017 meeting.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 05-2017, to amend the Zoning Map designation of 5 parcels totaling 11.54 acres, more or less, from C-N (Neighborhood Commercial) to C-G (General Commercial) and 9 parcels totaling 15.32 acres, more or less, from C-R (Restricted Commercial) to C -G (General Commercial).

ORDINANCE NO. 05-2017

AN ORDINANCE OF THE CITY COUNCIL OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF FIVE (5) PARCELS OF REAL PROPERTY TOTALING 11.54 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND NORTH AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-N (NEIGHBORHOOD COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY APPRAISER AS TAX ACCOUNT NUMBERS 2415964, 2415967, 2416207, 2441054, AND 2458336, AND NINE (9) PARCELS OF REAL ESTATE TOTALING 15.32 ACRES, MORE OR LESS, AND GENERALLY LOCATED EAST OF CLEARLAKE ROAD AND SOUTH OF MICHIGAN AVENUE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO, FROM C-R (RESTRICTED COMMERCIAL) TO C-G (GENERAL COMMERCIAL) AND IDENTIFIED BY THE BREVARD COUNTY PROPERTY APPRAISER AS TAX ACCOUNT NUMBERS 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, AND 2415958; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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 recommended approval of this Ordinance at a public hearing on February 15, 2017; 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, Appendix A, Article VIII, Section 1, is hereby amended to include a change of classification from "C-N (Neighborhood Commercial) to C-G (General Commercial)," for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference, specifically tax account numbers 2415964, 2415967, 2416207, 2441054, and 2458336. The Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Appendix A, Article VIII, Section 1, is also hereby amended to include a change of classification from "C-R (Restricted Commercial) to C-G (General Commercial)," for the real property depicted and legally described on **Exhibit "A,"** attached and incorporated herein by this reference, specifically tax account numbers 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, and 2415958. 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.

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

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Exhibit "A"
Legal Descriptions

Tax Account No. 2415964:

A PARCEL OF LAND 100.00 FEET BY 250.00 FEET LYING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, SUBJECT TO AN EASEMENT OVER THE EAST 50 FEET OF SAID PARCEL FOR INGRESS, EGRESS, AND PARKING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20 AND RUN SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SECTION 20, A DISTANCE OF 712.18 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM THE POINT OF BEGINNING RUN NORTH 89 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 250.00 FEET (AS MEASURED 250.04 FEET); THENCE RUN SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET (AS MEASURED 99.96 FEET); THENCE RUN SOUTH 89 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 250.00 FEET (AS MEASURED 250.14 FEET) TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE RUN NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST, ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 100.00 (AS MEASURED 99.95 FEET) FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND 50 FEET WIDE BY 250 FEET DEEP LYING IN THE NORTHWEST ONE-FOURTH OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND FIRST DESCRIBED IN DEED TO ZIPPY MART, INC. B-5, A FLORIDA CORPORATION, BY DEED RECORDED IN OFFICIAL RECORDS BOOK 921, PAGE 1033, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; FROM THENCE AND FOR A FIRST COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED PROCEED SOUTH AND ALONG THE EASTERLY RIGHT OF WAY LINE OF CLEARLAKE ROAD A DISTANCE OF 50 FEET TO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY BY DEED DATED AUGUST 29, A.D. 1975 AND RECORDED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; FROM THENCE AND FOR A SECOND COURSE OF THE PROPERTY TO BE INCLUDED IN THIS DESCRIPTION PROCEED EAST AND ALONG THE PROPERTY LINE OF SAID SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY A DISTANCE OF 250 FEET TO A POINT ON THE PROPERTY LINE OF SAID SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY; FROM THENCE AND FOR A THIRD COURSE OF THE PROPERTY TO BE INCLUDED IN THE DESCRIPTION PROCEED NORTH FOLLOWING THE PROPERTY LINE OF SAID SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO ZIPPY MART, INC. B-5 BY DEED RECORDED IN OFFICIAL RECORDS BOOK 921, PAGE 1033 OF THE AFORESAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; FROM THENCE AND FOR A FOURTH COURSE OF THE PROPERTY TO BE INCLUDED IN THIS DESCRIPTION PROCEED WEST AND ALONG THE SOUTH LINE OF PROPERTY SO CONVEYED TO ZIPPY MART, INC. B-5 A DISTANCE OF 250 FEET (AS MEASURED 250.14 FEET) THE SOUTHWEST CORNER OF THIS PROPERTY SO CONVEYED TO ZIPPY MART, INC. B-5, A FLORIDA CORPORATION, BEING THE POINT OF COMMENCEMENT OF THE DESCRIPTION OF THE PROPERTY TO BE CONVEYED BY THIS DEED. THIS ENTIRE PARCEL SUBJECT TO AN INGRESS, EGRESS EASEMENT

Tax Account No. 2415967:

Commence at the Northwest corner of Section 20 Township 24 South Range 36 East and run South 0 deg. 12' East along the West line of Section 20 a distance of 862.18 feet; thence North 89 deg. 48' East 40.0 feet to the Southwest corner of a public street as described in Official Records Book 921, page 1033 for a Point of Beginning; thence and for a first course, run South 0 deg. 12' East and along the East Right-of-Way line of Clear Lake Road a distance of 350 feet to a point, from thence and for a second course run North 89 deg. 48' East parallel with the South line of property described in Official Records Book 921, page 1033 and parallel with the extension thereof a distance of 400 feet to a point; from thence and for a third course run North 0 deg. 12' West 100 feet; thence for a fourth course run North 89deg. 48' East 100 feet; thence for a fifth course run North 0 deg. 12' West and parallel with the East line of Clear Lake Road a distance of 400 feet to a point; from thence and for a sixth course run South 89 deg. 48' West and parallel with the second course a distance of 300 feet to a point which is the Northeast corner as described in Official Records Book 921, page 1033 aforesaid; from thence and for a seventh course proceed South 0 deg. 12' East along the East line of lands as described in Official Records Book 921, page 1033 aforesaid a distance of 150 feet to a point; from thence and for an eighth course run South 89 deg. 48' West a distance of 200 feet to the Point of Beginning.

Tax Account No. 2416207:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows

Commence at the Northwest corner of said Section 20, and run South 00°12'00" East along the West line of said Section 20, and along the centerline of Clearlake Road, a distance of 420 00 feet, thence run North 72°46'50" East, 61 83 feet to a point on the Northerly right of way line of Michigan Avenue, said point being the point of beginning, thence continue North 72°46'50" East along said Northerly right of way line, a distance of 205 00 feet, thence run North 17°13'10" West, a distance of 166 43 feet, thence run South 89°48'00" West, 166 43 feet to a point on the East right of way line of Clearlake Road, thence run South 00°12'00" East, along said East right of way line, a distance of 200 00 feet, thence run South 45°09'41" East, a distance of 27 06 feet to the point of beginning

Tax Account No. 2441054:

A parcel of land lying in Sections 17 and 20, Township 24 South, Range 36 East, City of Cocoa, Brevard County, Florida. Said parcel of land being a part of lands described in Official Records Book 1698, Page 358, of the Public Records of Brevard County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 17 and run North 00 degrees 22 minutes 30 seconds West along the West line of said Section 17, a distance of 9.95 feet; thence North 89 degrees 48 minutes 00 seconds East a distance of 40.00 feet to a point lying on the Easterly right of way line of Clearlake Road, said point being the Point of Beginning for lands herein described; thence continue North 89 degrees 48 minutes 00 seconds East a distance of 325.86 feet to a point on the Westerly boundary line of lands described in O.R. Book 1771, Page 290, of said Public Records; thence South 23 degrees 54 minutes 10 seconds East along the Westerly line of said O.R. Book 1771, Page 290, and the Westerly line of lands described in O.R. Book 2568, Page 1444 of said Public Records, a distance of 306.23 feet to a point on the North line of Michigan Avenue as described in O.R. Book 1144, page 45; thence South 72 degrees 45 minutes 33 seconds West along said North right of way line a distance of 244.55 feet to the Southeasterly corner of lands described in O.R. Book 2996, Page 4663 and 4664 of said Public Records; thence North 17 degrees 13 minutes 10 seconds West along the Easterly boundary line of lands described in O.R. Book 2996, Pages 4663 and 4664 and the Northerly prolongation thereof. a distance of 182.04 feet; thence South 89 degrees 48 minutes 00 seconds West, parallel with and 15.00 feet North of as measured at right angles to the North boundary line of lands described in said O.R. Book 2996, Pages 4663 and 4664, to a point on the East line of aforesaid Clearlake Road; thence along said East right of way line the following two 92) courses and distances: North 00 degrees 12 minutes 00 seconds West 168.11 feet; North 00 degrees 22 minutes 30 seconds West 9.89 feet to the Point of Beginning.

Tax Account No. 2458336:

A PARCEL OF LAND LYING IN SECTIONS 17 AND 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17, AND RUN N 00 DEGREES 22'30" W., ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 9.95 FEET; THENCE RUN N 89 DEGREES 48'00" E., 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD (AN 80 FOOT WIDE RIGHT OF WAY), THE POINT OF BEGINNING; THENCE CONTINUE N 89 DEGREES 48'00" E., A DISTANCE OF 325.86 FEET; THENCE RUN S 23 DEGREES 54'10" E., ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN O.R. BOOK 5274, PAGE 2533 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 306.12 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FOOT WIDE RIGHT OF WAY); THENCE N 72 DEGREES 46'50" E., ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 325.92 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN O.R. 2481, PAGE 685 OF SAID PUBLIC RECORDS; THENCE N 43 DEGREES 39'20" W., ALONG A WEST LINE OF SAID LANDS, A DISTANCE OF 76.17 FEET TO AN ANGLE POINT; THENCE N 23 DEGREES 54'10" W., ALONG SAID WEST LINE, A DISTANCE OF 499.18 FEET TO AN ANGLE POINT; THENCE N 33 DEGREES 50'00" W., ALONG SAID WEST LINE, A DISTANCE OF 252.85 FEET; THENCE DEPARTING SAID WEST LINE, RUN THENCE S 72 DEGREES 46'50" W., A DISTANCE OF 205.74 FEET; THENCE S 17 DEGREES 13'10" E, A DISTANCE OF 128.77 FEET; THENCE S 72 DEGREES 46'50" W., A DISTANCE OF 35.00 FEET; THENCE S 89 DEGREES 37'30" W., PERPENDICULAR TO THE AFORESAID EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 176.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD; THENCE S 00 DEGREES 22'30" E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 343.85 FEET TO THE POINT OF BEGINNING.

Tax Account No. 2416205:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20, and run S. 00°12'00"E., along the West line of said Section 20, a distance of 712.18 feet to a point on the Westerly extension of the North line of lands described in O.R. 921, Page 1033; thence N. 89°48'00"E., along said Westerly extension, a distance of 40.00 feet to a point on the East right of way line of Clearlake Road, the Point of Beginning; thence N. 00°12'00"W., along said right of way line, a distance of 189.84 feet to a point of right of way transition; thence N. 36°17'25"E., along said transition, a distance of 16.08 feet to a point on the Southerly right of way line of Michigan Avenue (a 100 foot wide right of way); thence N. 72°46'50"E., along said right of way line, a distance of 246.22 feet; thence S. 00°12'00"E., parallel to said West line of Section 20, a distance of 274.84 feet to a point on the North line of lands described in O.R. 1555, Page 558; thence S. 89°48'00"W., along said North line and along the aforesaid North line of lands described in O.R. 921, Page 1033, a distance of 245.00 feet to the Point of Beginning. Subject to all easements and rights of way of record.

Tax Account No. 2442075:

A parcel of land being a portion of that parcel recorded in Official Records Book 2660, pages 2183 and 2184 of the Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 24 South, Range 36 East, thence South 00 degrees, 12 minutes, 00 seconds East, along the West line of said Section 20 for 862.18 feet; thence North 89 degrees, 48 minutes 00 seconds East, for 40.00 feet to the Southwest corner of that parcel as described in Official Records Book 3058, Pages 3923 and 3924 said point being the Point of Beginning; thence South 00 degrees, 12 minutes, 00 seconds East, along the East right of way line of Clearlake Road for 125.00 feet to the Northwest corner of that parcel described in Official Records Book 2887, Page 1443 of said Public Records; thence North 89 degrees, 48 minutes, 00 seconds East, along the North line of said parcel for 200.00 feet to the Northeast corner of said parcel; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 25.00 feet; thence North 89 degrees, 48 minutes, 00 seconds East, for 50.00 feet; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 100.00 feet to the Southeast corner of that parcel described in Official Records Book 3058, Pages 3923 and 3924 of said Public Records; thence 89 degrees, 48 minutes, 00 seconds West along the South line of said parcel described in Official Records Book 3058, Pages 3923 and 3924 for 250.00 feet, to the Point of Beginning.

and

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20 and run S 00°12'00" E along the West line of said Section a distance of 987.18 feet, thence N 89°48'00" E perpendicular to said West line a distance of 40.00 feet to a point on the East R/W line of Clearlake Road, thence continue N 89°48'00" E a distance of 200.00 feet to the point of beginning, thence continue N 89°48'00" E a distance of 171.00 feet to a point on the approximate West edge of pavement of a 24 foot wide driveway, thence N 00°12'00" W parallel with said West line and along said edge of pavement a distance of 162.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 121.00 feet, thence run S 00°12'00" E parallel to said West line a distance of 137.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 50.00 feet, thence run S 00°12'00" E parallel with said West line of 25.00 feet to the point of beginning.

Together with the easement created under and described in Declaration of Access Easement recorded in Official Records Book 4259, Page 2982, of the Public Records of Brevard County, Florida.

Tax Account No. 2416206:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, BEING AND SITUATE IN BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 225 FEET OF THE WEST 200 FEET OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST; RUN THENCE SOUTH 00 DEG 12 MIN 00 SEC EAST ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 862.18 FEET; THENCE NORTH 89 DEG 48 MIN 00 SEC EAST, 40.00 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF CLEARLAKE ROAD (A 100 FOOT RIGHT-OF-WAY) THENCE SOUTH 00 DEG 12 MIN 00 SEC EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 125.00 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 558, THE FOLLOWING TWO COURSES AND DISTANCES: CONTINUING SOUTH 00 DEG 12 MIN 00 SEC EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 225.00 FEET; THENCE NORTH 89 DEG 48 MIN 00 SEC EAST, 200.00 FEET; THENCE NORTH 00 DEG 12 MIN 00 SEC WEST, 225.00; THENCE SOUTH 89 DEG 48 MIN 00 SEC WEST, 200.00 FEET TO THE POINT OF BEGINNING.

Tax Account No. 2416170:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20, AND RUN SOUTH 00°12'00" EAST, ALONG THE WEST LINE OF SAID SECTION AND ALONG THE CENTERLINE OF CLEARLAKE ROAD, A DISTANCE OF 987.18 FEET, THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°48'00" EAST, AND ALONG THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3973, PAGE 1210, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 240.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS, THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°48'00" EAST, A DISTANCE OF 171.00 FEET, THENCE SOUTH 00°12'00" EAST, A DISTANCE OF 225.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF UNIVERSITY LANE (A 61 FOOT WIDE RIGHT OF WAY), THENCE SOUTH 89°48'00" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 171.00 FEET TO THE SOUTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3973, PAGE 1210, THENCE NORTH 00°12'00" WEST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING , CONTAINING 0.883 ACRES.

Tax Account No. 2455270:

A parcel of land being a portion of that parcel recorded in Official Records Book 2660, pages 2183 and 2184 of the Public Records of Brevard County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 24 South, Range 36 East, thence South 00 degrees, 12 minutes, 00 seconds East, along the West line of said Section 20 for 862.18 feet; thence North 89 degrees, 48 minutes 00 seconds East, for 40.00 feet to the Southwest corner of that parcel as described in Official Records Book 3058, Pages 3923 and 3924 said point being the Point of Beginning; thence South 00 degrees, 12 minutes, 00 seconds East, along the East right of way line of Clearlake Road for 125.00 feet to the Northwest corner of that parcel described in Official Records Book 2887, Page 1443 of said Public Records; thence North 89 degrees, 48 minutes, 00 seconds East, along the North line of said parcel for 200.00 feet to the Northeast corner of said parcel; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 25.00 feet; thence North 89 degrees, 48 minutes, 00 seconds East, for 50.00 feet; thence North 00 degrees, 12 minutes, 00 seconds West, parallel with the East right of way line of Clearlake Road for 100.00 feet to the Southeast corner of that parcel described in Official Records Book 3058, Pages 3923 and 3924 of said Public Records; thence 89 degrees, 48 minutes, 00 seconds West along the South line of said parcel described in Official Records Book 3058, Pages 3923 and 3924 for 250.00 feet, to the Point of Beginning.

and

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 20 and run S 00°12'00" E along the West line of said Section a distance of 987.18 feet, thence N 89°48'00" E perpendicular to said West line a distance of 40.00 feet to a point on the East R/W line of Clearlake Road, thence continue N 89°48'00" E a distance of 200.00 feet to the point of beginning, thence continue N 89°48'00" E a distance of 171.00 feet to a point on the approximate West edge of pavement of a 24 foot wide driveway, thence N 00°12'00" W parallel with said West line and along said edge of pavement a distance of 162.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 121.00 feet, thence run S 00°12'00" E parallel to said West line a distance of 137.00 feet, thence run S 89°48'00" W perpendicular to said West line a distance of 50.00 feet, thence run S 00°12'00" E parallel with said West line of 25.00 feet to the point of beginning.

Together with the easement created under and described in Declaration of Access Easement recorded in Official Records Book 4259, Page 2982, of the Public Records of Brevard County, Florida.

Tax Account No. 2416203:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Commence at a Florida Department of Transportation Marker monumenting the Northwest corner of said Section 20, and run S. 00 degrees 12'00"E., along the West line of said Section, a distance of 524.59 feet to a point on the Westerly extension of the Southerly Right of Way line of Michigan Avenue (a 100 foot wide right of way): thence N. 72 degrees 46'50"E., along said Westerly extension and along said Southerly right of way line, a distance of 298.05 feet to the Point of Beginning: Thence continue N. 72 degrees 46'50"E., along said right of way line, a distance of 614.11 feet to a point on the West Right of Way line of University Lane (a 60 foot wide right of way); thence S. 00 degrees 11'08"E., along said West right of way line, a distance of 551.38 feet to the point of curvature of a 230.00 foot radius curve to the left; thence Southerly along the arc of said curve and along said right of way line, thru a central angle of 13 degrees 37'53", a distance of 54.72 feet to the Northeast corner of "College Oaks Condominium", Phases I and II, recorded in O.R. 2411, page 880 and O.R. 2424, page 1345 of the public records of Brevard County, Florida; thence S. 89 degrees 48'00"W., along the North line of said "College Oaks Condominium" Phases I and II, a distance of 338.54 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line thereof, a distance of 249.00 feet to the Northeast corner of lands described in O.R. 1555, page 558 of said public records; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 100.00 feet to the Northwest corner thereof; thence S. 00 degrees 12'00"E., along the West line of said lands, a distance of 100.00 feet to the Southwest corner of lands described in O.R. 1555, page 558, said point lying 1.00 foot north, by right angle measurement, of the North right of way line of University Lane (a 60 foot wide right of way); thence S. 89 degrees 48'00"W., parallel with and 1.00 foot distant North from said North right of way line, a distance of 29.00 feet; thence N. 00 degrees 12'00"W., a distance of 387.00 feet to the Northeast corner of lands described in O.R. 4259, page 2968; thence S. 89 degrees 48'00"W., a distance of 121.00 feet to a point on the East line of lands described in O.R. 3395, page 3787 of said public records; thence N. 00 degrees 12'00"W., along said East line, a distance of 113.00 feet to the Northeast corner of said lands; thence S. 89 degrees 48'00"W., along the North line of said lands, a distance of 5.00 feet to the Southeast corner of lands described in O.R. 2862, page 2913 of said public records; thence N. 00 degrees 12'00"W., along the East line of said lands, a distance of 274.84 feet to the Point of Beginning.

Tax Account No. 244993:

A TRACT OR PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, RUN S 00-12'-00" E ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 712.18 FEET; THENCE N 89-48'-00" E A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEAR LAKE ROAD; THENCE CONTINUE N 89-48'-00" E ALONG THE NORTHERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 500.00 FEET , THENCE S 00-12'-00" E ALONG THE EASTERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING PROCEED N 89-48'-00" E A DISTANCE OF 338.55 FEET TO A POINT ON A CURVE IN THE WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY LANE, THENCE PROCEED ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 230.00 FEET, DELTA = 14-50'-17", CHORD = 59.40 FEET, CHORD BEARING = S 21-14'-09" E) A DISTANCE OF 59.56 FEET TO THE POINT OF TANGENCY; THENCE S 28-39'-18" E A DISTANCE OF 106.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE PROCEED S 89-31'-38" W A DISTANCE OF 121.25 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 110.00 FEET, DELTA = 22-54'-46", CHORD = 43.70 FEET) A DISTANCE OF 43.99 FEET; THENCE N 65-12'-00" W A DISTANCE OF 136.43 FEET; THENCE N 00-12'-00" W A DISTANCE OF 50.00 FEET; THENCE S 89-48'-00" W A DISTANCE OF 123.00 FEET; THENCE N 00-12'-00" W A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.
SUCH DESCRIBED PARCEL CONTAINING 0.94 ACRES, MORE OR LESS.

Tax Account No. 2450009:

A TRACT OR PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 20, RUN S 00-12'-00" E ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 712.18 FEET; THENCE N 89-48'-00" E A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLEAR LAKE ROAD; THENCE CONTINUE N 89-48'-00" E ALONG THE NORTHERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 500.00 FEET , THENCE S 00-12'-00" E ALONG THE EASTERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 201.00 FEET TO THE POINT OF BEGINNING.

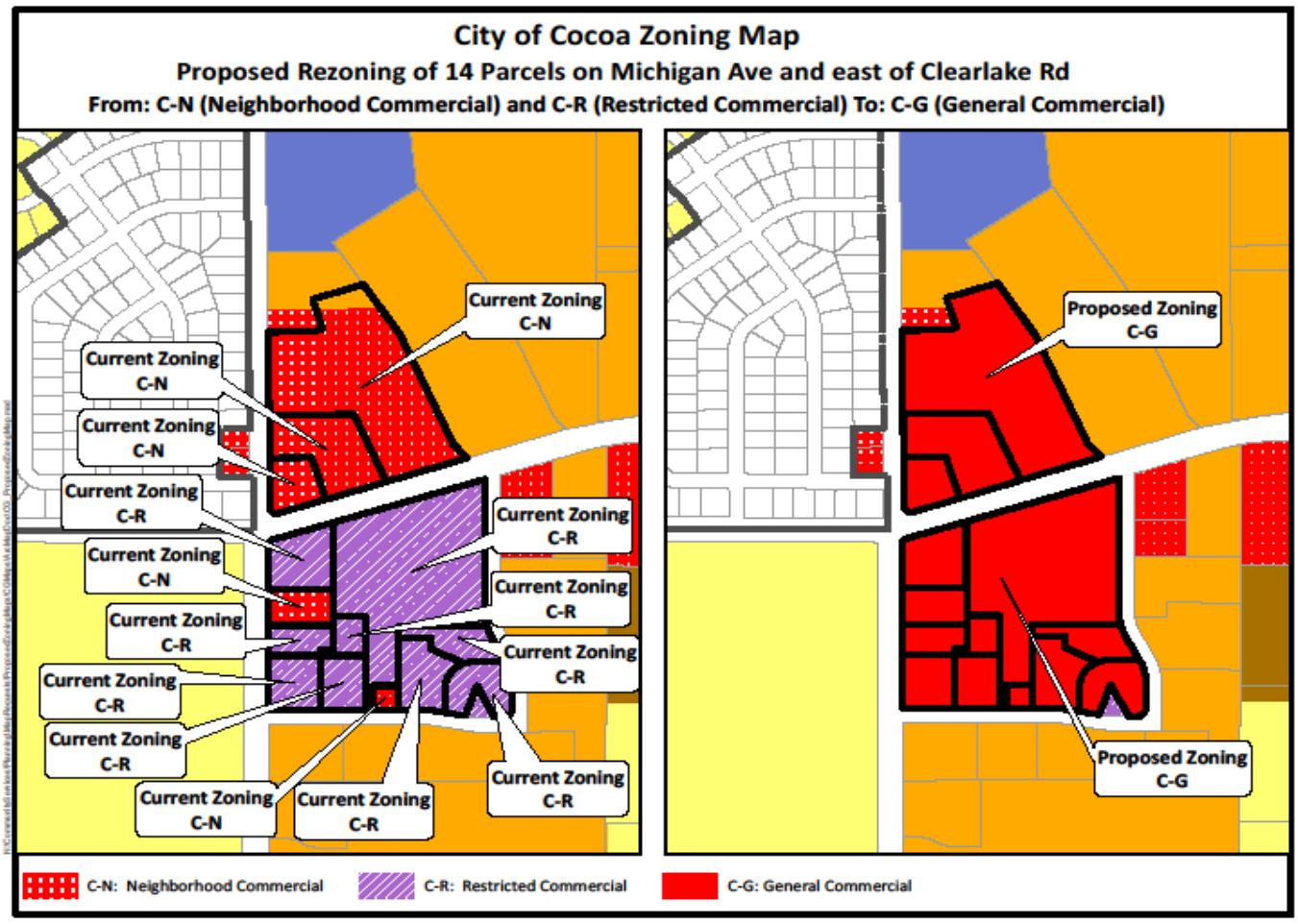
FROM SAID POINT OF BEGINNING PROCEED N 89-48'-00" E A DISTANCE OF 123.00 FEET; THENCE S 00-12'-00" E A DISTANCE OF 50.00 FEET; THENCE S 65-12'-00" E A DISTANCE OF 136.43 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 110.00 FEET, DELTA = 66-24'-30", CHORD = 120.48 FEET, CHORD BEARING = S 33-24'-37" W) A DISTANCE OF 127.50 FEET TO THE POINT OF TANGENCY; THENCE S 00-12'-22" W A DISTANCE OF 101.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY LANE; THENCE N 80-09'-55" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.63 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS = 170.00 FEET, DELTA = 10-02'-05", CHORD = 29.74 FEET) A DISTANCE OF 29.77 FEET TO THE POINT OF TANGENCY; THENCE S 89-48'-00" W A DISTANCE OF 102.71 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE PROCEED N 00-12'-00" W 1.00 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE N 00-12'-00" W ALONG THE EASTERLY BOUNDARY OF PARCELS DESCRIBED IN OFFICIAL RECORD BOOK 921, AT PAGE 1033, AND OFFICIAL RECORD BOOK 1555, AT PAGE 558, OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 298.00 FEET TO THE POINT OF BEGINNING.
SUCH DESCRIBED PARCEL CONTAINING 1.23 ACRES, MORE OR LESS.

Tax Account No. 2415958:

A parcel of land lying in Section 20, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

BEGIN at the Southeasterly corner of COLLEGE OAKS CONDOMINIUM, PHASE TWO, and run S 80°09'55"E., along the North right of way line of University Boulevard, a distance of 76.89 feet to a point on a Northerly line of COLLEGE PINES, PHASE THREE, A CONDOMINIUM; thence N.19°32'09"E., a distance of 133.14 feet to an angle point; thence S.27°39'31"E., along said Northerly line, a distance of 148.15 feet to a point on the aforesaid North right of way line of University Boulevard; thence N.89°31'38"E., along said right of way line, a distance of 36.06 feet to the point of curvature of a 30.00 foot radius curve to the left; thence East and North along the arc of said curve and along a right of way transition, thru a central angle of 89°44'11" a distance of 46.99 feet to a point of tangency; thence N.00°12'33"W., along a Westerly right of way line of University Boulevard, a distance of 119.65 feet to the point of curvature of a 150.00 foot radius curve to the left; thence Northwesterly, along the arc of said curve and along said right of way line, thru a central angle of 28°26'45" a distance of 74.47 feet to a point of tangency; thence N.28°39'18"W., along said right of way line, a distance of 12 26 feet to a point on a South line of COLLEGE OAKS CONDOMINIUM, PHASE ONE; thence S.89°31'38"W., along said South line, a distance of 121.55 feet to the point of curvature of a 110.00 foot radius curve to the left, thence West and South, along the arc of said curve and along said South line and a South and West line of aforesaid COLLEGE OAKS CONDOMINIUM, PHASE TWO, thru a central angle of 89°44'00" a distance of 172.28 feet to a point of tangency, thence S.00°12'22"E., along said West line, a distance of 101 91 feet to the POINT OF BEGINNING; containing 1.08 acres.

Subject to all easements and rights of way of record.


City of Cocoa Zoning Map
Proposed Rezoning of 14 Parcels on Michigan Ave and east of Clearlake Rd
From: C-N (Neighborhood Commercial) and C-R (Restricted Commercial) To: C-G (General Commercial)
Current Zoning C-N
Current Zoning C-N
Current Zoning C-N
Current Zoning C-R
Current Zoning C-N
Current Zoning C-R
Current Zoning C-R
Current Zoning C-R
Current Zoning C-R
Current Zoning C-R
Current Zoning C-N
Current Zoning C-R
Current Zoning C-R
Proposed Zoning C-G
Proposed Zoning C-G
C-N: Neighborhood Commercial
C-R: Restricted Commercial
C-G: General Commercial

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

COURTESY NOTICE OF PUBLIC HEARING
TO PROPERTY OWNERS WITHIN 500 FEET OF THE SUBJECT SITE

The City of Cocoa, is petitioning the Planning and Zoning Board for the following item(s):

FILE NUMBER: PZ-17-02100001 – Fourteen Parcels at Michigan Ave. & East of Clearlake Rd.

REQUEST: **CONSIDERATION OF AN ORDINANCE** of the City Council of the City of Cocoa, consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of five (5) parcels totaling 11.54 acres, more or less, and generally located east of Clearlake Road and north and south of Michigan Avenue from C-N (Neighborhood Commercial) to C-G (General Commercial) and identified by the Brevard County Property Appraiser as Tax Account Numbers 2415964, 2415967, 2416207, 2441054, and 2458336, and nine (9) parcels totaling 15.32 acres, more or less, and generally located east of Clearlake Road and south of Michigan Avenue from C-R (Restricted Commercial) to C-G (General Commercial) and identified by the Brevard County Property Appraiser as Tax Account Numbers 2416205, 2442075, 2416206, 2416170, 2455270, 2416203, 2449993, 2450009, and 2415958.

The Board will hold a public meeting on this request at 6:00 p.m. on Wednesday, **February 15, 2017** in the City of Cocoa Council Chambers located at 65 Stone Street, Cocoa, Florida. All interested parties are invited to attend and will be heard if desired.

_____
Steven Biel, Senior Planner

January 31, 2017
Date

This meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public meeting.

All persons and parties are hereby advised that if they should decide to appeal any decision made by this Board with respect to any matter considered at this meeting, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The facility where this public meeting will be held is accessible to the physically handicapped. Interested parties are hereby advised that they may appear at said meeting and be heard with respect to the application. Written comment from the public with regard to the application will also be accepted.

Information pertaining to the above may be inspected at the Planning & Zoning Division at 65 Stone Street, Cocoa, Florida between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

(OVER)

Community Services Department
Planning & Zoning Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8535 I Fax: (321) 433-8543

January 30, 2017

Dear Property Owner:

City of Cocoa staff has identified inconsistencies between the City of Cocoa Future Land Use Map, Zoning Map, and/or existing uses for fourteen (14) parcels, generally located on Michigan Avenue and east of Clearlake Road, as depicted on the attached location map. In order to resolve these inconsistencies, City staff is proposing a zoning map amendment that would rezone the subject parcels from C-N (Neighborhood Commercial) and C-R (Restricted Commercial) to C-G (General Commercial).

This notice is to inform you that the City of Cocoa Planning & Zoning Board will hold a public hearing regarding the zoning map amendment on Wednesday, February 15, 2017 and will make a recommendation to City Council. City Council will hold two hearings, the first hearing on Tuesday, March 14, 2017 and the second (adoption) hearing on March 28, 2017. All three public hearings will take place at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, at 6:00 p.m.

Please do not hesitate to contact me for further information at (321) 433-8535 or sbiel@cocoafl.org.

Regards,

Steven Biel
Senior Planner

(OVER)

Legislation Details (With Text)

File #:	17-114	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	3/6/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2017.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution FOM Stabilization Reserve Change March 28 2017				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2017
Agenda Date: March 28, 2017
Prepared By: Teri Butler, CGFO, Finance Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2017.

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%, whichever is greater, of the total operating expenditures of the General Fund reported in the prior year's CAFR. The FY2016 CAFR reports total operating expenditures of the General Fund of $29,065,169, 33% of which is $9,591,506. Therefore the City Manager recommends the Stabilization Reserve be increased by $91,506 for FY2017. 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.

RECOMMENDED MOTION:

To approve a Resolution to Commit Funds in the General Fund Balance to Increase the Stabilization Reserve for Fiscal Year 2017.

RESOLUTION NO. 2017- 25

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 2017; 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 2017; 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 $91,506 to the Stabilization Reserve for Fiscal Year 2017.

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 FinMgr123shall 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, 2016 for the purposes of the fiscal year 2017 budget.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 28th day of March, 2017.

_____
Henry J Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	17-77	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	2/1/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2016. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2017
Agenda Date: March 28, 2017
Prepared By: Anne Folsom Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Accept the Comprehensive Annual Financial Report (CAFR) and the Audit Report for Fiscal Year 2016.

BACKGROUND:

In October of 2016, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2016. In January of 2017, the accounting firm of Carr, Riggs & Ingram (CRI) conducted field work for the audit and the report was completed in early March 2017.

The results of the FY2016 audit and financial reports will be presented to the City Council by Deborah Goode, Partner of CRI, 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 2016.

Legislation Details (With Text)

File #:	17-129	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	3/15/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Consider the Appointment of Mr. James Goins as a Regular member of the Board of Adjustment through May, 2018. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02_28_17 Application.pdf 03_15_17 Consideration letter.pdf Board of Adjustment roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2017
Agenda Date: March 28, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Mr. James Goins as a Regular member of the Board of Adjustment through May, 2018

BACKGROUND:

Mr. James Goins submitted an application for Board/Committee Membership to the City Clerk's office. On his original application, he requested to be placed on the Affordable Housing Committee, Diamond Square RDA, or the Code Enforcement Board. The City Clerk spoke with him and explained that there were no openings on the Diamond Square RDA, and that the only possible seat on the Code Enforcement Board was the 2nd Alternate member. He mentioned that he wanted to be on an active board, and when I explained that his third choice, the Affordable Housing Committee did not meet very often, he asked if there were openings on other boards.

The City Clerk provided him with the current vacancies and spoke with him about the various boards. He requested to be placed on the Board of Adjustment as a Regular member. Mr. Goins reiterated that he wanted to be on an active board in order to be more involved with the City.

The Board of Adjustment currently has one regular member vacancy, which is the seat vacated by Rip Dyal. If appointed, Mr. Goins would fulfill the unexpired term of Mr. Dyal, and the term would be through May, 2018.

Mr. Goins currently meets all other qualifications for serving on a City board.

An updated Board of Adjustment roster is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the Appointment of Mr. James Goins as a Regular member of the Board of Adjustment through May, 2018

RECEIVED
FEB 28 2017
OFFICE OF THE CITY CLERK

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, February 28, 2017 9:31 AM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	James
Last Name	Goins
Application Date	2/28/2017
Address1	707 johnson street
City	Cocoa
State	FL
Zip	32922
Home Phone Number	3212084088
Work Phone Number	3212084088
Cell Phone Number	3212084088
Other Phone Number	3212084088
Place of Business	ABC Landclearing
Title/Position Held	Construction manager
Date of Birth*	12/15/1979
E-mail Address	jagpromo2@gmail.com

The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board, Redevelopment Agency (Diamond Square) BOA CB

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	~~Yes~~ NO - pu (3/16/17) CB games Gains - he was a member of the Crime Comm. for strategic planning
Are you related to a City of Cocoa Councilmember	No

Spoke w/ Mr Gains 3/14/17 wants Active Board - BDA requested

by blood, adoption, or marriage?	
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	Yes
If yes, please provide details.	My father owns ABC landclearing and we have done work for the city.

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have a interest in my city. I want to dp whatever it takes to see the continued growth of the City of Cocoa

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	African-American
Gender	Male

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	James A. GOINS
Date:	
Social Security Number	
Drivers License Number	

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

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Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

March 14, 2017

Mr. James Goins
707 Johnson St.
Cocoa, FL 32922

Re: Appointment as a Regular member of the Board of Adjustment

Dear Mr. Goins,

The City Council will consider your application for appointment as a Regular member to the Board of Adjustment at its Regular meeting on March 28, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey, Chairman	322 Clearlake Rd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2018
Matthew Ford	709 Hughlett Ave. Cocoa, FL 32922-7669	636-2977 hm 266-9533 pgr	5/16 Reappointed 4/13 Reappointed 9/11 appointed (fulfilling his own term-was removed due to absenses, then reapplied)	2019
Jane Jollay	1515 N. Indian River Drive Cocoa, FL 32922 janejollay@yahoo.com	848-5174 cell	06/16 reappointed 01/15 appointed (fulfilling term of Seminazzi)	2019
VACANCY ~~Herbert Dyal (Rip) Vice Chairman~~	~~3807 Parapet Dr. Cocoa, FL 32926-6428 Rbad6@aol.com~~	~~639-9547 hm 269-5800 wk 684-3222 cell~~	~~3/24/15 reappointed 5/8/12 reappointed 4/14/09 Reappointed 12/08 Appointed to fill unexpired term~~	~~2018~~
Nancy N. Elliot-*Vice Chairperson as of 7/20/16*	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	5/14 appt.	2017
Bruce Gilmore	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2017
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2018
Vacancy 2nd Alternate				
Vacancy- 1st Alternate				
LIAISON	Councilwoman Warner		Updated 01/17	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Rachel Unruh-Wooten	433-8508		

Legislation Details (With Text)

File #:	17-120	**Version:** 1	**Name:**		
Type:	Report		**Status:**	City Business	
File created:	3/10/2017		**In control:**	City Council	
On agenda:	3/28/2017		**Final action:**		
Title:	To approve a Budget Resolution adjusting the Fiscal Year 2017 budget and approval for a temporary increase in headcount for the City's 2nd Annual "Cocoa Works" Summer Youth Employment Program. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Employment, staffing, Youth				
Code sections:					
Attachments:	Revised 2017 Summer Youth Employment Flyer.pdf Budget Resolution FY 2017.pdf BAF-AS-Summer Interns Program Utilities (3-28-17)~ Agenda 17-120.pdf BAF-AS-Summer Interns Program General Fund (3-28-17)~ Agenda 17-120.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2017
Agenda Date: March 28, 2017
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM
Requested Action:
To approve a Budget Resolution adjusting the Fiscal Year 2017 budget through the use of Contingency and approval for a temporary increase in headcount for the City's 2nd Annual "Cocoa Works" Summer Youth Employment Program.

BACKGROUND:

Due to the overwhelming success of the 2016 City of Cocoa's Summer Youth Program, the City has returned the program for the 2017 summer to provide a paid summer internship to 22 high school students from Cocoa High and Rockledge High. While structured in different format than prior City summer employment programs, this program was reinstituted in Fiscal Year 2016 based on citizen input received from the Mayor's Crime Awareness and Prevention Summit, as well as a community-based event that solicited public comment. The program, titled "Cocoa Works," focuses on helping current Juniors and Seniors who are Cocoa residents develop work readiness, financial, and career exploration skills along with meaningful paid work experience opportunities within the City of Cocoa government agency.

The City has partnered with CareerSource Brevard for the program administration and training delivery. Flyers and the application process has been disseminated through the school counselors

and administration. Applications are currently due by April 7, 2017. This is a needs-based program eligible only for high school students who meet the following eligibility requirements:

- A resident of Cocoa and reside within the City of Cocoa city limits.
- A current Junior or Senior (planning to graduate May 2017), with good academic standing.
- Meet the minimum age requirements of 16 (some positions require minimum age of 18).
- Make a commitment to full participation in the Cocoa Works Program.
- Have a desire to develop and utilize financial, work readiness and work experience skills.
- Able to provide or arrange their own transportation for all program components.

The program was approved in the FY2017 budget through the budget approval process, however, the portion for the Water/Sewer Fund was inadvertently omitted from the budget. Therefore, a Budget Adjustment Form is attached that requires approval from City Council to transfer funds from Utilities Contingency to the respective salary budget lines.

In addition, it is requested for City Council to approve a temporary increase to the City's headcount for the City's 2nd Annual "Cocoa Works" Summer Youth Employment Program. The program paid internship will be for up to five weeks, 25 hours per week for 22 positions.

STRATEGIC PLAN CONNECTION:

Providing Cocoa youth a meaningful employment opportunity during the summer that also provides a program to develop their employability skills is in an investment in the future and addresses systemic issues of poverty and unemployment. Recruiting from local Cocoa residents will assist in the strategic item of community development to help young disadvantaged citizens receive an opportunity to gain experience in a public servant position. Although these positions are temporary summer positions, it may provide a career path for regular full-time positions upon the student's graduation from High School.

BUDGETARY IMPACT:

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

Amount Requested	$13,108
Account Number	421-4010-536.39-00
Account Name	Contingency
For Payroll Accounts	

Amount Requested	$13,108
Account Number	001-1600-513.34-00
Account Name	Contract Services
For Payroll Accounts	

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PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To approve a Budget Resolution adjusting the Fiscal Year 2017 budget through the use of Contingency and approval for a temporary increase in headcount for the City's 2nd Annual Cocoa Works Summer Youth Employment Program.

Cocoa Works

Your City. Your Future.

22 summer job opportunities available

Cocoa's Summer Youth Employment Program

Opportunities available throughout the city including:

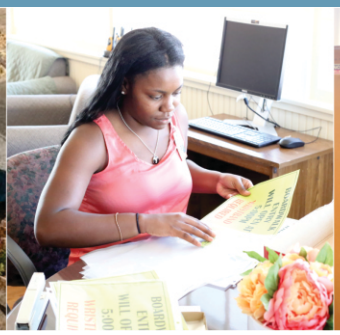
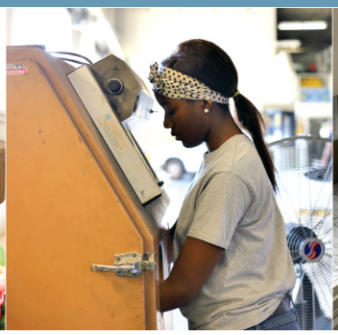
- Information Technology
- Public Relations and Marketing
- Records Technician
- Human Resources
- Administration
- Utilities
- Public Works

The City of Cocoa summer youth employment program is available for all eligible Cocoa and Rockledge High School Juniors and Seniors that reside in the City of Cocoa limits. The program gives our youth the opportunity to learn about and engage in their local government while gaining the experience needed to start a successful career.

- **Foundations Training** — **May 30-June 2, 2017**
- **Employee Selection** — **June 7-9, 2017**
- **Employment** — **June 19-July 21, 2017**

All students will be placed in positions within the City of Cocoa for a five (5) week long, twenty-five (25) hour per week, paid internship funded through the City of Cocoa and in partnership with CareerSource Brevard.




For more info on the summer youth employment program through the City of Cocoa, please contact CareerSource Brevard at:

(321) 394-0696 or
jbauer@careersourcebrevard.com

APPLICATIONS DUE
April 7, 2017

COCOA FLORIDA

CareerSource BREVARD

The City of Cocoa is an Equal Employment Oppportunity Employer.

RESOLUTION NO. 2017-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a Special meeting held on September 14, 2016; and

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

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

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

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 28th day of March, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/14/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 13,108)	421-4010-536.39-00		WATER SEWER / CONTINGENCY	$ 1,907,679	$ 1,907,679	$ 1,894,571	$ 1,894,571
$ 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
($ 13,108)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 11,138	421-4010-536.13-00		OTHER SALARIES & WAGES	$ 0	$ 0	$ 11,138	$ 11,138
$ 853	421-4010-536.21-00		FICA TAXES	$ 49,175	$ 49,175	$ 50,028	$ 31,068
$ 1,117	421-4010-536.24-00		WORKER'S COMPENSATION	$ 15,559	$ 15,559	$ 16,676	$ 14,979
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 13,108	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The cost for the Summer Youth Intern program was originally budgeted in the Contract Services. Our original agreement included the City paying the Brevard Workforce and the Brevard Workforce paying the Summer Youth Inters. However the contract has changed to include the City paying the Inters directly with a reduction in the fee paid to the Brevard Workforce for administrating the program. Agenda 17-120

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) | *DATE APPROVED:* 03/28/17 | *RESOLUTION #:* 2017-24

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

3/17/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.03.17 16:01:36 -04'00'	3/20/17 Lea Taylor Digitally signed by Lea Taylor Date: 2017.03.20 09:21:12 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/17/17 John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2017.03.17 12:55:00 -04'00'	3/20/17 Lora Howell Digitally signed by Lora Howell Date: 2017.03.20 09:37:04 -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 #: _____

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=5031553&GUID=35770898-1034-4376-990A-9E950D089CE4* is a secure document that has been embedded in this document.
Double click the pushpin to view.



Legislation Details (With Text)

File #:	17-118	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	3/7/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Approve a multi-year lease agreement with Ricoh USA, Inc. for copiers under the terms and conditions of the USF Master Resale Agreement #USF-1972-40, and authorize the City Manager and City Attorney to finalize the terms of and sign the agreements. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	AGREEMENT CITY COCOA - rQuote_21469490 - MAR 6-2017.pdf USF_ITN 9-13-G_Contract-highlighted.pdf USFL Contract 160406 Ricoh Renewal ITN 9-13-G Amend 5 040616.gc.signed.fe.pdf City of Cocoa Copier List Breakdown.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2017
Agenda Date: March 14, 2017
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., AICP, ICMA-CM
Requested Action:
Approve a multi-year lease agreement with Ricoh USA, Inc. for copiers under the terms and conditions of the USF Master Resale Agreement #USF-1972-40, and authorize the City Manager and City Attorney to finalize the terms of and sign the agreements.

BACKGROUND:

Since 2014, the City of Cocoa has been in the process of replacing aging city owned and maintained copiers with leased copiers that include support and maintenance. Currently all general use copiers have been transitioned to leased copiers through the USF Master Resale Agreement #USF-1972-40 and subsequent renewal with Ricoh, USA Inc. The city has been able to realize savings and maximize uptime through the lease agreement.

During the fiscal year 2017 budgeting process Community Services had requested a large format copier that could replace the existing City owned device. The existing plotter requires extensive maintenance and when it is not functioning properly Community Services has been reliant on the use of the utility department's plotter, in turn creating inefficiency. Ricoh is able to provide a suitable scanner/plotter that will meet the needs of the department and maximize their uptime. Also, part of the Hurricane Matthew After Action Review it was noted a dedicated printer for the emergency

operations center would enable emergency operations to begin and operate free from printer technology related issues.

This agreement provides for the two additional devices as well as moves all existing leases onto one agreement with an expiration of November 2020, which will allow more efficiency in the purchasing and budgeting process. We currently have 3 existing agreements and the additional printer and wide format printer would add a 4th. Staff is also requesting the agreement be retroactively dated February 27th 2017 to allow for the City to capitalize on lower lease rates prior to Ricoh's increase on March 1st 2017. The agreement also allows the City at the end of the 5 year term to own and maintain the equipment as feasible. Depending on the condition of the equipment the City could see additional savings in subsequent years.

The attached agreement between Ricoh and the City of Cocoa is a sample form and does not comply with Florida law. Several years ago, the City, thorough the City Attorney's Office, negotiated a new Master Lease Agreement with Ricoh that revised and added certain provisions to the standard Ricoh form contract that comply with Florida law and City contracting policies. If Council approves this Item, City staff intends to require that Ricoh provide a new master lease agreement for execution by the City Manager that is substantially similar to the agreement that the City is currently using with Ricoh. Unfortunately, City staff could not get that task completed with Ricoh in time for the agenda publication.
.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 3, Objective 3.1- Through the evaluation of internal processes it was determined leased copiers allow for increased uptime as well as reduced costs. This agreement ensures the City is flexible to change and controlling long term costs associated with copier/scanner/fax machines.

BUDGETARY IMPACT:

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

There is sufficient funds budgeted to meet the financial obligations through Fiscal Year 2017.

Copier Lease Includes:

- Copier / Printer Lease
- Maintenance
- Toner

Additional Monthly Costs:

- Price per Copy Black and White (varies depending on copier model)
- Price per Copy Color (varies depending on copier model)

Please See Attached Spreadsheet with Cost Breakdown.

PREVIOUS ACTION:

January 27th, 2015 City Council approved a 5 year agreement with Ricoh for copiers, support and maintenance under the terms and conditions of the government cooperative agreement #: NSC00003369-MA-USF.

RECOMMENDED MOTION:

Approve a multi-year lease agreement with Ricoh USA, Inc. for copiers under the terms and conditions of the government cooperative agreement #: NSC00003369-MA-USF, and authorize the City Manager and City Attorney to finalize the terms of and sign the agreements.

RICOH

Product Schedule

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____ _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

	MITCHELL LAWYER
Customer (Bill To)	Billing Contact Name
434 DELANNOY AVE STE 202	65 STONE ST
Product Location Address	Billing Address *(if different from location address)*
	COCOA FL 32922-7982
City County State Zip	City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(321)433-8558		mlawyer@cocoafl.org

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC4504 BRANDING SET

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
44	$ 3,632.54	☑ Monthly ☐ Quarterly ☐ Other: _____	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☑ YES (check if yes and indicate total number of pages: 4)

TERMS AND CONDITIONS

1 The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2 You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3 Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X _____	By: X _____
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 6 day of March, 2017, is to that certain agreement/product schedule no. 9999999 - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and CITY OF COCOA as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make& Model	Street Address/City/State/Zip *(complete only if address is different from Equipment/Product Location Address on Agreement)*		
1	[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W795P401559	114 1ST ST		
		COCOA	FL	32922-7767
1	[XXXX] MP 4054SP (120V) G175R331029	114 1ST ST		
		COCOA	FL	32922-7767
1	RICOH MPC4504 BRANDING SET	1226 KING ST		
		COCOA	FL	32922-8620
1	RICOH COPIER MP 301SPF W914P403007	1226 KING ST		
		COCOA	FL	32922-8620
1	[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W795P100102	1226 KING ST		
		COCOA	FL	32922-8620
1	[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W794P506714	1226 KING ST		
		COCOA	FL	32922-8620
1	[XXXX] RICOH MP C4503 E173M911358	1226 KING ST		
		COCOA	FL	32922-8620
1	[XXXX] RICOH MP C4503 E173M911091	1226 KING ST		
		COCOA	FL	32922-8620
1	[XXXX] RICOH MP C4503 E173M860420	155 N WILSON AVE		
		COCOA	FL	32922-7259
1	[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W794P506528	255 OLIVE ST		
		COCOA	FL	32922-7276
1	RICOH MPC4504 BRANDING SET	28400 STATE ROAD 520		
		CHRISTMAS	FL	32709
1	[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W795P100056	301 SHEARER BLVD		
		COCOA	FL	32922-7203
1	[XXXX] RICOH MP C4503 E175M161578	351 SHEARER BLVD		
		COCOA	FL	32922-7203
1	[XXXX] RICOH MP C4503 E173M911118	351 SHEARER BLVD		
		COCOA	FL	32922-7203
1	RICOH COPIER MP 301SPF W913P902288	351 SHEARER BLVD		
		COCOA	FL	32922-7203
1	RICOH COPIER MP 301SPF W914P403000	375 N COCOA BLVD		
		COCOA	FL	32922-4717

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

X

Authorized Signature Date

Print Authorized Signer Name Title

Ricoh USA, Inc.

Authorized Signature Date

Print Authorized Signer Name Title

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RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Additional Equipment/Product and/or Multiple Location Addendum

This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 6 day of March, 2017, is to that certain agreement/product schedule no. 9999999 - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and CITY OF COCOA as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

EQUIPMENT/PRODUCT DESCRIPTION & LOCATION

Qty	Description: Make& Model	Street Address/City/State/Zip *(complete only if address is different from Equipment/Product Location Address on Agreement)*		
1	[XXXX] RICOH MP C4503 E173M910577	375 N COCOA BLVD		
		COCOA	FL	32922-4717
1	RICOH MP401SPF BRANDING SET	65 STONE ST		
		COCOA	FL	32922-7982
1	RICOH MPCW2201SP BRANDING SET	65 STONE ST		
		COCOA	FL	32922-7982
1	RICOH MPC306SPF BRANDING SET	65 STONE ST		
		COCOA	FL	32922-7982
1	[XXXX] MP 401SPF 115 VOLT VERSION T605H600588	65 STONE ST		
		COCOA	FL	32922-7982
1	[XXXX] RICOH MP C4503 E174MA11667	65 STONE ST		
		COCOA	FL	32922-7982
1	[XXXX] RICOH MP C4503 E175M161596	65 STONE ST		
		COCOA	FL	32922-7982
1	RICOH COPIER MP 301SPF W913P900899	65 STONE ST		
		COCOA	FL	32922-7982
1	[XXXX] RICOH MP C5503 E183M710309	65 STONE ST COMMUNITY DEVELOPMENT		
		COCOA	FL	32922-7982
1	[XXXX] RICOH MP C4503 E173M610178	65 STONE ST COMMUNITY DEVELOPMENT		
		COCOA	FL	32922-7982
1	[XXXX] RICOH MP C6502SP E233C500072	65 STONE ST COMMUNITY DEVELOPMENT		
		COCOA	FL	32922-7982
1	[XXXX]RICOH PRO 907EX V5020900056	65 STONE ST COMMUNITY DEVELOPMENT		
		COCOA	FL	32922-7982
1	[XXXX] RICOH AFICIO MP5002SP 120V/60HZ(D130-57) W533L701070	65 STONE ST COMMUNITY DEVELOPMENT		
		COCOA	FL	32922-7982
1	[XXXX] RICOH AFICIO MP5002SP 120V/60HZ(D130-57) W533L701054	65 STONE ST COMMUNITY DEVELOPMENT		
		COCOA	FL	32922-7982

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

X

Authorized Signature Date

Print Authorized Signer Name Title

Ricoh USA, Inc.

Authorized Signature Date

Print Authorized Signer Name Title

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Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

ONE DOLLAR ($1.00) PURCHASE OPTION ATTACHMENT

THIS ONE DOLLAR ($1.00) PURCHASE OPTION ATTACHMENT (this "Attachment"), dated as of the ____ day of _____, 20____, is to that certain agreement/product schedule no. _____ - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or us") and _____ _____ as customer ("Customer" or "you"). Except to the extent modified by this Attachment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. This Attachment is incorporated into and made a part of the Agreement, effective as of the same day as the Agreement. To the extent of any conflict between the terms of this Attachment and the terms of the Agreement, the terms of this Attachment will prevail and control.

2. Notwithstanding anything to the contrary in the Agreement, if no default has occurred and is continuing under the Agreement and all your obligations under the Agreement have been satisfied, we will release any security interest that we may have in the Equipment. You shall have no obligation to provide any end-of-term notice to us, and the Agreement will terminate and not be renewed.

3. It is the mutual intention of the parties that Customer shall be considered the owner of the Equipment (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Equipment, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Equipment free of all liens and encumbrances. You hereby grant to us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under the Agreement. In the event of a default under the Agreement, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Agreement, including, without limitation, the right to repossess the Equipment free and clear of any of your rights and interests in the Equipment.

4. In addition to the payments under the Agreement, you agree to pay all sales, use, excise, gross receipts and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, use or operation, control or maintenance thereof and relating to the Agreement, whether due before or after the end of the term of the Agreement, to the extent legally permissible. You agree to file all required property tax returns and promptly pay all property taxes that may be assessed against the Equipment and, if we request, provide us

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with proof of payment. If we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.

5. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE AGREEMENT, THIS ATTACHMENT OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE AGREEMENT AND THIS ATTACHMENT.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Attachment, as of the date first written above.

CUSTOMER

X_____

Authorized Signature Date

_____

Print Authorized Signer Name Title

Ricoh USA, Inc.

_____

Authorized Signature Date

_____

Print Authorized Signer Name Title

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RICOH

ORDER AGREEMENT

Sale Type :LEASE

Sale Type :	LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS

BILL TO INFORMATION

Customer Legal Name: CITY OF COCOA		
Address Line 1: 65 STONE ST		**Contact:**
Address Line 2:		**Phone**:
City: COCOA		**E-mail**:
ST / Zip: FL/32922-7982	**County**: BREVARD	**Fax**:

ADDITIONAL ORDER INFORMATION

Check All That Apply:

☐ Sales Tax Exempt (Attach Valid Exemption Certificate) ☑ Fixed Service Charge ☐ Add to Existing Service Contract # _____

☐ PO Included PO#_____ ☐ PS Service (Subject to and governed by separate Statement of Work)

☐ Syndication ☐ IT Service (Subject to and governed by separate Statement of Work)

SERVICE INFORMATION

Service Term *(Months)*	Base Billing Frequency	Overage Billing Frequency
44	MONTHLY	MONTHLY

SHIP TO INFORMATION

Customer Name: CITY OF COCOA			
Address Line 1: 1226 KING ST		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-8620	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance *(Per Base Billing Frequency)*	B/W Ovg	Color Allowance *(Per Base Billing Frequency)*	Color Ovg	Service Base *(Per Base Billing Frequency)*
RICOH COPIER MP 301SPF W914P403007	1		N/A	N/A	N/A	N/A	

SHIP TO INFORMATION

Customer Name: CITY OF COCOA			
Address Line 1: 301 SHEARER BLVD		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7203	**County**: BREVARD	**Fax**:	

RICOH

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W795P100056	1		N/A	N/A	N/A	N/A	

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 114 1ST ST		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7767	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
[XXXX] MP 4054SP (120V) G175R331029	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W795P401559	1		N/A	N/A	N/A	N/A	

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 255 OLIVE ST		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7276	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W794P506528	1		N/A	N/A	N/A	N/A	

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 155 N WILSON AVE		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7259	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
[XXXX] RICOH MP C4503 E173M860420	1		N/A	N/A	N/A	N/A	

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 375 N COCOA BLVD		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-4717	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
[XXXX] RICOH MP C4503 E173M910577	1		N/A	N/A	N/A	N/A	
RICOH COPIER MP 301SPF W914P403000	1		N/A	N/A	N/A	N/A	

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 65 STONE ST		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7982	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MP401SPF BRANDING SET	1	Gold	N/A	$0.0099	N/A	N/A	
RICOH MPCW2201SP BRANDING SET	1	Bronze	N/A	$0.0330	N/A	$0.0450	

RICOH

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH COPIER MP 301SPF W913P900899	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C4503 E175M161596	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C4503 E174MA11667	1		N/A	N/A	N/A	N/A	
[XXXX] MP 401SPF 115 VOLT VERSION T605H600588	1		N/A	N/A	N/A	N/A	
RICOH MPC306SPF BRANDING SET	1	Silver	N/A	$0.0125	N/A	$0.0650	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN	1
TS NETWORK & SCAN CONNECT - SEG BC3	1

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 351 SHEARER BLVD		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7203	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH COPIER MP 301SPF W913P902288	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C4503 E173M911118	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C4503 E175M161578	1		N/A	N/A	N/A	N/A	

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 1226 KING ST		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-8620	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
[XXXX] RICOH MP C4503 E173M911091	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C4503 E173M911358	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W794P506714	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MPC305SPF FULL COLOR 120V/60HZ W795P100102	1		N/A	N/A	N/A	N/A	

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 1226 KING ST		**Contact:**	Pruett,Debra
Address Line 2:		**Phone**:	
City: COCOA		**E-mail**:	dpruett@cocoavillagepublishing.com
ST / Zip: FL/32922-8620	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC4504 BRANDING SET	1	Gold	N/A	$0.0059	N/A	$0.0450	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 65 STONE ST		**Contact:**	LAWYER,MITCHELL
Address Line 2: COMMUNITY DEVELOPMENT		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7982	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
[XXXX] RICOH AFICIO MP5002SP 120V/60HZ(D130-57) W533L701054	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH AFICIO MP5002SP 120V/60HZ(D130-57) W533L701070	1		N/A	N/A	N/A	N/A	
[XXXX]RICOH PRO 907EX V5020900056	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C6502SP E233C500072	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C4503 E173M610178	1		N/A	N/A	N/A	N/A	
[XXXX] RICOH MP C5503 E183M710309	1		N/A	N/A	N/A	N/A	

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 434 DELANNOY AVE STE 202		**Contact:**	BANTUGAN,GAIL
Address Line 2:		**Phone**:	(321) 635-7701
City: COCOA		**E-mail**:	gbantugan@cocoafl.org
ST / Zip: FL/32922-7998	**County**: BREVARD	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC4504 BRANDING SET	1	Gold	N/A	$0.0059	N/A	$0.0450	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1

RICOH

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 434 DELANNOY AVE STE 202		**Contact:**	LAWYER,MITCHELL
Address Line 2:		**Phone**:	(321)433-8558
City: COCOA		**E-mail**:	mlawyer@cocoafl.org
ST / Zip: FL/32922-7998	**County**: BREVARD	**Fax**:	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
[OA]M2200 FAMILY ISF INSTALLATION	3
TRAINING HOURS	44

SHIP TO INFORMATION			
Customer Name: CITY OF COCOA			
Address Line 1: 28400 STATE ROAD 520		**Contact:**	CRAYCRUST,PAM
Address Line 2:		**Phone**:	(140)756-8586x7
City: CHRISTMAS		**E-mail**:	pcraycrust@cocoafl.org
ST / Zip: FL/32709	**County**: ORANGE	**Fax**:	

PRODUCT INFORMATION							
Product Description	**Qty**	**Service Type**	**B/W Allowance** *(Per Base Billing Frequency)*	**B/W Ovg**	**Color Allowance** *(Per Base Billing Frequency)*	**Color Ovg**	**Service Base** *(Per Base Billing Frequency)*
RICOH MPC4504 BRANDING SET	1	Gold	N/A	$0.0059	N/A	$0.0450	

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN - SEG BC4	1

ORDER TOTALS		
Service Type Offerings:	**Product Total:**	
Gold: Includes all supplies and staples. Excludes paper.	**BASIC CONNECTIVITY / PS / IT Services:**	
Silver: Includes all supplies. Excludes paper and staples.	**Buyout:**	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	**Grand Total: (Excludes Tax)**	
Additional Provisions:		

RICOH

TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

Services. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.
(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

Service Charges. (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.
(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term (defined below) of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term; Early Termination. Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th)

month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

Title; Risk of Loss. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

Use of Recommended Supplies; Meter Readings. (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.
(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.
(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars ($15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

Insurance. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Returns; Damaged Products. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

Non-Solicitation; Independent Contractors. Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

Electronic Signatures. Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency betweens the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Accepted by Customer	***Accepted: Ricoh USA, Inc.***
Authorized Signature:_____	Authorized Signature:_____
Printed Name: _____	Printed Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	28400 STATE ROAD 520			City:	CHRISTMAS
State:	FL	Zip:	32709	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MPC4502	W512LB00055

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	1226 KING ST			City:	COCOA
State:	FL	Zip:	32922-8620	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MPC4502	W512LB01035
	MPC4503	E173M911091
	MPC4503	E173M911358
	MPC305SPF	W794P506714
	MPC305SPF	W795P100102

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	1226 KING ST			City:	COCOA
State:	FL	Zip:	32922-8620	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MP301SPF	W914P403007

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	434 DELANNOY AVE STE 202			City:	COCOA
State:	FL	Zip:	32922-7998	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MPC4502	W512LB00019

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	65 STONE ST			City:	COCOA
State:	FL	Zip:	32922-7982	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MP5002SP	W533L701054
	MP5002SP	W533L701070
	907EX	V5020900056
	MPC6502SP	E233C500072
	MPC4503	E173M610178

			MPC5503		E183M710309
Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	255 OLIVE ST			City:	COCOA
State:	FL	Zip:	32922-7276	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MPC305SPF	W794P506528

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	301 SHEARER BLVD			City:	COCOA
State:	FL	Zip:	32922-7203	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MPC305SPF	W795P100056

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	155 N WILSON AVE			City:	COCOA
State:	FL	Zip:	32922-7259	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MPC4503	E173M860420

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	114 1ST ST			City:	COCOA
State:	FL	Zip:	32922-7767	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MP4054SP	G175R331029
	MPC305SPF	W795P401559

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	351 SHEARER BLVD			City:	COCOA
State:	FL	Zip:	32922-7203	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MP301SPF	W913P902288
	MPC4503	E173M911118
	MPC4503	E175M161578

Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	65 STONE ST			City:	COCOA
State:	FL	Zip:	32922-7982	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MP301SPF	W912P902586
	MP301SPF	W913P900899
	MPC4503	E175M161596



			MPC4503		E174MA11667
			MP401SPF		T605H600588
Customer Name:	CITY OF COCOA				
Contact Name:	LAWYER,MITCHELL			Phone:	(321)433-8558
Address:	375 N COCOA BLVD			City:	COCOA
State:	FL	Zip:	32922-4717	Fax/Email:	mlawyer@cocoafl.org

Make	Model	Serial Number
	MPC4503	E173M910577
	MP301SPF	W914P403000

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☑**Equipment Removal (Leased by Customer)**. In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER		**RICOH USA, INC.**	
Signature:	_____	Signature:	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

RICOH

Master Lease Agreement

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Number:_____

CUSTOMER INFORMATION

Full Legal Name				
Address 65 STONE ST				
City	State	Zip	Contact MITCHELL LAWYER	Telephone Number (321)433-8558
Federal Tax ID Number *(Do Not Insert Social Security Number)*		Facsimile Number		E-mail Address mlawyer@cocoafl.org

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

1. Agreement. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."

2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.

3. Term; Payments. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay $25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.

5. Taxes and Fees. In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or $10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.

8. Indemnity, Liability and Insurance. (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.

11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	**Accepted by: RICOH USA, INC.**
By: X_____	By: _____
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

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Training Request Form

General Information

Sales Rep:	Gutierrez, Alberto D (ALBERT)	**Sales Rep Phone:**	18007263050 xt 134
Sales Email:	Alberto.Gutierrez@ricoh-usa.com	**Sales Mgr Name:**	Holliday, Tricia
Company Name:	CITY OF COCOA	**Primary Contact:**	
Address line 1:	434 DELANNOY AVE STE 202	**Primary Phone:**	
Address line 2:		**Primary Email:**	
City:	COCOA	**Alternate Contact:**	LAWYER,MITCHELL
State:	FL	**Alternate Phone:**	(321)433-8558
Zip:	32922-7998	**IT Contact:**	N/A
		Phone:	N/A
		Email:	N/A
Comments:			

End User Training Information (See End User Training Policy)

Sales Order #	N/A		**Model/s #**	N/A			
Configuration #/s	N/A		**EID #/s**	N/A	**# training sessions sold:**		44
Customer Preferred Date:		**Delivery:**		**Installation:**		**Training:**	
Business hours:				**Is Business in a Home/Residence:**			
Is security clearance needed:		**Security clearance: If Yes, customer contact information, forms/process:**					
Previous Device Manufacturer		**Other Please List Manufacturer**		**Type of Training Sessions:**		**If other list type of training: Other:**	
Number of users to train:		**Number of training sessions requested (group 10 or less) :**	**MYRicoh**		**Type of business**		
Comments:							

Device & Site Information

Type of Service Contract sold:	USAGE ONLY		**Toner Inclusive:**	N/A	**Staples Included:**		N/A
Embedded @remote		**Activate DOSS:**		**Back up needed of Address Book:**		**Fax line:**	
User Codes:		**Number of user codes:**		**Authentication:**	**Document Server:**		
Printing to device:		**Is postscript driver needed? (Postscript must be sold w/MAC)**			**If Yes, was postscript sold:**		
Server (Type of Operating System):		**Server Client/s: Enter number of drivers to install:**		**Operating System/s: (Windows, MAC, Android, etc):**		**Workstations: Enter number of drivers to installs:**	
ISP Internet Provider:				**IP Address:**			
Subnet Mask:		**Gateway:**			**DNS:**		
Media slot enabled:		**Mobile Device Setup Needed:**		**Type of mobile device/s (Apple/Android):**		**Enter number of mobile devices to set up:**	
Scanning:		**Type of scanning:**		**Scan, If other explain:**			
Comments:							

Fiery Non-Production Sale Information

Fiery purchased (Non-Production):		**Two (2) TCP/IP Addresses?**		**All cables, convertors, etc. available for install (2 RJ-45 patch cables if fiery included)**		**Site has necessary Network Drops:**	
Second network drop for @remote available if appliance sold?		**Comments:**					

Solution Sale Information

List Solutions sold with order:		**Is this an ESD engagement:**		**ESD Consultant Name:**	
Comments:					

Ricoh Process Reviewed with Customer by Sales

Delivery/Installation:		**Service Calls:**	
End User Training:		**Supply Orders:**	
Media/substrate list provided:		**Meter:**	
		Meter Other:	
Comments:			

Primary Contacts

Sales Representative	
Field Service Manager (FTSM)	
Technical Application Specialist TAS	
Field Operations Manager (FOM)	
Project Mgmt. Office (PMO)	
Other (BP, 3rd party, etc.) + Email ID	

NOTES:

SUBMIT PROPOSAL TO:
UNIVERSITY OF SOUTH FLORIDA
PURCHASING AND PROPERTY SERVICES
4202 E FOWLER AVENUE AOC-200
TAMPA, FL 33620-9000
Telephone Number: Area Code 813 974-2481
Web Address: usfweb.usf.edu/purchasing/purch2.htm

INVITATION TO NEGOTIATE

Page 2 of 23 pages

ITN WILL BE OPENED **3:00 P.M May 20, 2009** and may not be withdrawn within 120 days after such date and time.

ITN NO: 9-13-G

ISSUING DATE: **May 5, 2009**

ITN TITLE: Copiers, Printers and Multi-Functional Printers

FEID NUMBER OR S.S. NUMBER
22-2783521

Delivery will be 20 Days ARO

Cash Discount Terms 0% - NET 40 DAYS

VENDOR NAME
RICOH AMERICAS CORPORATION

VENDOR MAILING ADDRESS
8133 EAGLE PALM DRIVE

CITY-STATE-ZIP
RIVERVIEW – FLORIDA – 33578

WEB ADDRESS: WWW.RICOH-USA.COM

AREA CODE 813

TELEPHONE NUMBER 626-1090

TOLL-FREE NUMBER 800-866-3103

REASON FOR NOT SUBMITTING PROPOSAL N/A

CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF $

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

*I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate, herein after known as the University, the vendor offers and agrees that if the ITN proposal is accepted, the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it * now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

AUTHORIZED SIGNATURE (MANUAL)
PERCY WILLIAMS – WEST FLORIDA MARKETPLACE MANAGER

AUTHORIZED SIGNATURE (TYPED) TITLE

E-MAIL ADDRESS: percy.williams@ricoh-usa.com

GENERAL CONDITIONS:

SEALED PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted as instructed shall be rejected. All proposals are subject to the conditions specified herein. ITN responses, which do not comply with specified conditions, may be rejected.

1. EXECUTION OF ITN: ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.

2. NO ITN PROPOSAL: If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it "NO ITN" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the ITN mailing list. Note: To qualify as a respondent, vendor must submit a "NO ITN", and it must be received no later than the stated ITN opening date and hour.

3. ITN OPENING: Shall be public, on the date and at the time specified on the ITN form. It is the vendor's responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) TAXES: The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.

(c) MISTAKES: Vendors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extensions the unit price will govern.

(d) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current standard production model available at time of the ITN. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) INVOICING AND PAYMENT: The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **VENDOR'S RIGHT TO PAYMENT:** Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statues) on the unpaid balance will be paid upon Vendor's written request to the University, providing said request is received by the University no later than 40 days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

(f) The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4202 Fowler Ave ADM 147., Tampa, Fl. 33620.

(g) ANNUAL APPROPRIATIONS: The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding University of South Florida holidays, unless otherwise specified.

6. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the ITN response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this ITN solicitation are the only conditions applicable to the ITN and the vendor's authorized signature affixed to the vendor acknowledgement form attests to this.

7. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude proposals for commodities with metric measurements. If proposals are based on equivalent products, indicate on the ITN form the manufacturer's name and number. Vendor shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the ITN form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the University unless evidenced by a Change Notice issued and signed by the University.

8. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.02050(3). Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

9. NOTICE OF ITN PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

11. AWARDS: As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. When it is determined there is competition to the lowest responsible vendor, evaluation of other proposals is not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this ITN shall conform to applicable Florida Statutes, and University Regulations, policies and Procedures.

12. SAMPLES: Samples of items, when called for, must be furnished free of expense on or before ITN opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, ITN number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within 90 days after ITN opening date. If instructions are not received within this time, the University shall dispose of the commodities.

13. NONCONFORMANCE TO CONTRACT CONDITIONS: Others acceptable to the University may test Items for compliance with specifications by the Florida Department of Agriculture and Consumer Services. Should the items fail testing, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in ITN and/or purchase order may result in vendor being found in default in which event any and all reprocurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
a) Suppliers name being removed from the University list.
b) All University departments being advised not to do business with the supplier without written approval from Purchasing and Property Services until such time as supplier reimburses the University for all reprocurement and cover costs.

14. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

15. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this ITN prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing and Property Services at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

16. ADDITIONAL QUANTITIES: For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the ITN but not to exceed the threshold for category two at the prices proposed in this invitation. If additional quantities are not acceptable, the ITN proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY."

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a ITN response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

19. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the University's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.

20. Further, if such a claim is made or is pending the vendor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the University agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. ASSIGNMENT: Any Purchase Order issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

22. LIABILITY: The vendor shall save and hold harmless the University, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts.

23. FACILITIES: The University reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.

24 PUBLIC PRINTING: A vendor must have at the time of ITN opening a manufacturing plant in operation, which is capable of producing the items proposed, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
(a) CONTRACTS NOT TO BE SUBLET: In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by other firms or persons.
(b) PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS: No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of proposal expressly so provide.
(c) COMMUNICATIONS: It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
(d) RETURN OF MATERIALS: All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.
(e) QUALITY-PERFORMANCE ANALYSIS: The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Purchasing and Property Services the analysis form that accompanied his purchase order together with an invoice copy.

25. PUBLIC RECORDS: Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding vendor might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F S.

26. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:
a) Vendor's name being removed from Purchasing and Property Services vendor mailing list.
b) All University agencies being advised not to do business with the vendors without written approval of Purchasing and Property Services.

27. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to 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 contractor in conjunction with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

USF UNIVERSITY OF SOUTH FLORIDA

• AWARDED BIDS •

INVITATION TO NEGOTIATE NUMBER: 9-13-G BID TITLE: Copiers, Printers and Multi-Functional Printers

Award To:	Lot:
Bell Techlogix, Inc.	Lot I
Dell Marketing L.P.	Lot I
Konica Minolta Business Solutions U.S.A., Inc.	Lot II
Ricoh Americas Corporation	Lots I & II
Xerox Corporation	Lots I & II

ITN PROPOSAL TABULATION

ITN TITLE: **Copiers, Printers and Multi-Functional Printers**

ITN NUMBER: **9-13-G**

OPENING DATE: **May 22, 2009** TIME **3:00 P.M.**

AWARDED DATE Oct 14, 2009

POSTING TIME/DATE
FROM: 2pm / 10/14/09
UNTIL: 2pm / 10/19/09

PAGE: 1 OF 4 PAGE(S)

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

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DESCRIPTION/VENDORS	Dos Imaging		Bell Technologix		Dell Marketing		Toshiba Business Solutions		GovConnection	
ITN COVER SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
ADDENDUM NO. 1 SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
ADDENDUM NO. 2 SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
EEO SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
W9 SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
MINORITY VENDOR ENTERPRISE RESPONSE (#44)	(YES)	NO	(YES)	NO	(YES)	NO	YES	NO	YES	NO
PROPOSAL CONTENT	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
# PROPOSAL COPIES	1original 3copies		1original 4copies		1original 4copies		1original 4copies		1original 4copies	
NO BID	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
DISQUALIFIED (REASON/S)			LOT I		LOT I					

OPENED BY: Mark Lillquist TABULATED BY: Lazara Stinette VERIFIED BY: _____

REMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD.

REV.8/7/2008

N TITLE: **Copiers, Printers and Multi-Functional Printers**

N NUMBER: **9-13-G**

PENING DATE: **May 22, 2009** TIME **3:00 P.M.**

WARDED DATE

OSTING TIME/DATE
FROM: /
UNTIL: /

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DESCRIPTION/VENDORS	Canon Business Solutions		PC Mall Gov.		West Coast Copies		Xero Graphics		Ricoh	
ITN COVER SIGNED	(YES)	NO	(YES)	NO	YES	(NO)	(YES)	NO	(YES)	NO
ADDENDUM NO. 1 SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
ADDENDUM NO. 2 SIGNED	YES	(NO)	(YES)	NO	YES	(NO)	(YES)	NO	(YES)	NO
EEO SIGNED	(YES)	NO	(YES)	NO	YES	(NO)	(YES)	NO	(YES)	NO
W9 SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
MINORITY VENDOR ENTERPRISE RESPONSE (#44)	(YES)	NO	(YES)	NO	YES	(NO)	(YES)	NO	(YES)	NO
PROPOSAL CONTENT	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
# PROPOSAL COPIES	1 + 4 copies		1 + 4 copies		1 + 2 copies		1 + 4 copies		1 + 4 copies	
NO BID	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
DISQUALIFIED (REASON/S)									LOTS I + II	

PENED BY: **Mark Lillquist** TABULATED BY: Laura Stinnette VERIFIED BY:

EMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD.

REV.8/7/2008

N TITLE: **Copiers, Printers and Multi-Functional Printers**

N NUMBER: **9-13-G**

PENING DATE: **May 22, 2009** TIME **3:00 P.M.**

WARDED DATE

OSTING TIME/DATE
FROM: /

UNTIL: /

PAGE: 3 OF 4 PAGE(S)

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DESCRIPTION/VENDORS	Sun Print		Konica Minolta		TECH DEPOT		Zeno Office Solutions		Sky Way Technology Group	
ITN COVER SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
ADDENDUM NO. 1 SIGNED	(YES)	NO	(YES)	NO	YES	(NO)	YES	(NO)	(YES)	NO
ADDENDUM NO. 2 SIGNED	YES	(NO)	(YES)	NO	YES	(NO)	YES	(NO)	(YES)	NO
EEO SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
W9 SIGNED	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
MINORITY VENDOR ENTERPRISE RESPONSE (#44)	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO	(YES)	NO
PROPOSAL CONTENT	(YES)	NO	(YES)	NO	(YES)	NO	YES	NO	(YES)	NO
# PROPOSAL COPIES	1 orig + 4 copies		1 + 4 copies		1 + 1 copy		1 + 4 copies		1 + 4 copies	
NO BID	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
DISQUALIFIED (REASON/S)			LOT II							

PENED BY: **Mark Lillquist** TABULATED BY: Lazara Stinnette VERIFIED BY:

EMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD.

REV.8/7/2008

TN PROPOSAL TABULATION

ITN TITLE: **Copiers, Printers and Multi-Functional Printers**

ITN NUMBER: **9-13-G**

OPENING DATE: **May 22, 2009** TIME **3:00 P.M.**

AWARDED DATE

POSTING TIME/DATE
FROM: /
UNTIL: /

PAGE: 4 OF 4 PAGE(S)

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DESCRIPTION/VENDORS	Xerox									
ITN COVER SIGNED	(YES)	NO	YES	NO	YES	NO	YES	NO	YES	NO
ADDENDUM NO. 1 SIGNED	(YES)	NO	YES	NO	YES	NO	YES	NO	YES	NO
ADDENDUM NO. 2 SIGNED	(YES)	NO	YES	NO	YES	NO	YES	NO	YES	NO
EEO SIGNED	(YES)	NO	YES	NO	YES	NO	YES	NO	YES	NO
W9 SIGNED	(YES)	NO	YES	NO	YES	NO	YES	NO	YES	NO
MINORITY VENDOR ENTERPRISE RESPONSE (#44)	(YES)	NO	YES	NO	YES	NO	YES	NO	YES	NO
PROPOSAL CONTENT	(YES)	NO	YES	NO	YES	NO	YES	NO	YES	NO
# PROPOSAL COPIES	1+4copies									
NO BID	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
DISQUALIFIED (REASON/S)	LOTS I+II									

OPENED BY: **Mark Lillquist** TABULATED BY: Lazara Stinnette VERIFIED BY:

REMARKS: ***CIRCLED PRICE INDICATES INTENT TO AWARD.***

RICOH

MASTER RESALE AGREEMENT
WITH
THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

MASTER AGREEMENT

This Master Resale Agreement ("Agreement"), identify by contract # USF-1972-40 made as of this 7th day of ~~March~~ APRIL, 2009 (the "Effective Date"), sets forth the terms and conditions upon which The University of South Florida Board of Trustees, with offices at 4202 East Fowler Avenue, Tampa, Florida ("USF") and **Ricoh Americas Corporation,** a Delaware corporation with offices at 5 Dedrick Place, West Caldwell, New Jersey 07006 ("Ricoh"), have agreed that USF Companies (as hereafter defined) may through the execution of Orders (as hereafter defined) acquire Products (as hereafter defined) from Ricoh on the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the mutual covenants and undertakings contained herein, and intending to be legally bound, Ricoh and USF hereby agree as follows.

1. Definitions.

1.1 **Specific Words or Phrases.** For purposes of this Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning there designated.

(a) **"Control" or "Controls" or "Controlled"** when used with respect to a USF Company, means the power, whether directly or indirectly (by ownership of stock, share capital, the possession of voting power, contract or otherwise), to appoint and/or remove the majority of the members of the governing body of such USF Company, or otherwise exercise control over such entity's affairs and policies.

(b) **"USF"** means, for the general purposes of this Agreement, the entity designated above as "USF". However, for the particular purposes of any agreement that arises as a result of an Order, reference to "USF" shall be construed solely as a reference to the specific entity (either the entity designated above as "USF" or a USF Company) that executes that particular Order.

(c) "**USF Company**" means and includes USF and any entity that, from time to time during the term of this Agreement, directly or indirectly Controls, is Controlled by, or is under common Control with USF and which is eligible to participate/place orders under this Agreement. A list of those USF Companies and their locations is attached hereto as Schedule A and may be amended from time to time upon written agreement of the parties during the term of this Agreement as circumstances may require.

(d) **"Designated Servicer"** means a third-party entity which may be a Ricoh affiliate, or an independent dealer or distributor of Ricoh or an entity having a business relationship with Ricoh which is assigned Ricoh's obligations for the performance of all or any portion of this Agreement or an Order.

(e) **"Documentation"** means all documents and materials (in any language, format or medium) that are supplied by Ricoh to its commercial USFs to aid in the use and operation of the Products, and all modifications to such documents or materials that are made by or on behalf of Ricoh from time to time, including: (i) functional, technical and performance information, (ii) installation, configuration, administration, operation and maintenance procedures and instructions, and (iii) training guides and user manuals.

(f) "**Equipment**" means the machines and accessories supplied by Ricoh to USF as set forth in the attached Schedule B.

(g) "**Intellectual Property Rights**" means those rights arising from patents, trademarks, service marks, and copyrights.

(h) "**Lessor**" means a third party financial institution that leases or rents Products to USF.

(i) "**Maintenance Services**" consists of the support and maintenance services to be provided by Ricoh or a Designated Servicer in accordance with the requirements set forth in Section 5 of this Agreement.

(j) **"Order"** means a transactional document in the form(s) attached to this Agreement as Exhibits 1 through 4 inclusive of this Agreement, which are used for the acquisition of Products by USF from Ricoh or a Designated Servicer.

(k) **"Products"** means and includes the products and services made available to USF under this Agreement, including Equipment, Software, Maintenance Services and Professional Services.

(l) **"Professional Services"** means and includes such other and further services that may be provided by Ricoh or a Designated Servicer to USF, including but not limited to Facilities Management Services, Managed Print Services, Network Management Services, Processing Services or other services which are more fully described in a Statement of Work.

(m) **"Software"** means the standard operating and supervisory software integrated in the Equipment, together with any application software that is not otherwise covered by a separate license agreement, wherever resident and/or whatever media.

(n) **"Specifications"** means and includes: (i) the standard published specifications for the Products; and (ii) any additional description of the functional, technical, design and performance characteristics of the Products provided by Ricoh or a Designated Servicer to USF.

(o) **"Statement of Work"** means the agreement between a Ricoh and USF which describes the Professional Services to be provided by Ricoh.

GENERAL TERMS AND CONDITIONS

2. **Acceptance.** This Agreement establishes the general terms and conditions, under which USF may, from time to time, acquire Products from Ricoh. This Agreement does not in and of itself constitutes any agreement to purchase, rent, lease and/or license any Products, but sets forth the terms and conditions which are incorporated by reference into any Order for Products. Neither this Agreement nor any specific Order shall be valid unless signed by a duly authorized representative of USF and accepted in writing by a duly authorized representative of Ricoh. This shall be the sole and exclusive manner of acceptance.

3. **Orders.** USF may acquire the Products from Ricoh by executing and delivering to Ricoh an Order for acceptance. Purchases of Equipment or supplies shall be subject to the Order Agreement, Terms and Conditions of Purchase, attached hereto as Exhibit 1. USF and Ricoh may agree that USF shall lease Equipment from Ricoh or a Lessor, pursuant to the Order Agreement, Terms and Conditions for Lease, executed pursuant to this Agreement and attached hereto as Exhibit 2 and such Terms and Conditions for Lease take precedence over the terms and conditions of this Agreement, except where expressly stated herein. In addition, leases for Equipment will not be binding and valid until a Purchase Order is generated and delivered by and from the USF Purchasing Department. All USF Purchase Orders will reference this Agreement and any identification or contract number given by USF. Maintenance Services for Products shall be provided by Ricoh pursuant to the terms of a Maintenance Agreement in the form attached hereto as Exhibit 3. Any Professional Services provided by Ricoh to USF shall be provided pursuant to a Statement of Work. A basic description of the terms and conditions applicable to the provision of Professional Services to be provided to USF by Ricoh is set forth in Exhibit 4 attached hereto.

With respect to any Order:

(a) Ricoh or Lessor reserve the right to conduct such credit investigations and inquiries as deemed necessary and appropriate as a prior condition of acceptance of any Order and to reject any Order where the results of such investigation are unsatisfactory in the sole discretion of Ricoh or Lessor.

(b) Ricoh shall be permitted to assign or otherwise transfer the performance of all or a portion of its obligations to a Designated Servicer in Ricoh's discretion.

4. **Integration.** The terms of this Agreement shall be incorporated by reference into any Order; provided, however, that to the extent that there is any conflict between the terms of any Order and the terms of this Agreement, the terms of the Order shall control, except where express stated herein.

5. **Maintenance Services.** Ricoh or its Designated Servicer shall make Maintenance Services available to USF for Equipment (provided the Equipment was new when it was installed) and Software for a period of five (5) years from the date of installation of such Equipment.

6. **Pricing and Charges/Payment Terms.** The pricing and discounts (if applicable) for Products shall be as set forth in the attached Schedule B and shall be firm for a period of five (5) year from the Effective Date. Pricing for Maintenance Services may be adjusted by Ricoh on or after the third anniversary, each one-year anniversary of the Effective Date in an amount not to exceed five percent (5%). When Maintenance Services are part of an established lease agreement, then the pricing shall be firm for the entire lease period. If USF's Maintenance Services plan includes toner and if Ricoh is required to supply toner in quantities of more than ten percent (10%) over the standard yield for the specific type(s) of Equipment model(s), then USF will pay Ricoh for such excess toner according to Ricoh's then current standard supply cost pricing for same. Charges for Professional Services performed pursuant to an Order Agreement under this Agreement shall be set out in USF Statement of Work. Unless otherwise specified in any Order, payment to Ricoh for Products shall be net thirty (30) days from date of invoice. USF shall pay Ricoh interest on any past due payment at the highest rate permitted by applicable law, not to exceed 1.5% per month.

7. **Taxes.** USF is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. Ricoh shall not charge USF for such taxes.

8. **Limited Warranties.**

(a) Authority and Non-Infringement. Ricoh represents and warrants to USF that Ricoh has all rights and authority required to enter into this Agreement and/or any Order hereunder, to convey to USF good, clear and marketable title to the Equipment, license rights for the Software, and to perform the Maintenance Services and Professional Services contemplated by this Agreement and/or any Statement of Work hereunder, free from all liens, claims, encumbrances, security interests and any other restrictions. Subject to the applicable terms and conditions of this Agreement and Order, so long as all of its obligations are satisfied, USF will be entitled to possess the Products and to use and enjoy the benefit of all Products without adverse interruption or disturbance by Ricoh or any entity asserting a claim of ownership under or through Ricoh. Ricoh further represents and warrants that the Equipment and all other materials of whatever nature furnished under this Agreement, and the use thereof by USF in accordance with the terms and conditions of this Agreement, will not infringe, misappropriate or violate the Intellectual Property Rights of any third party, or violate the laws, regulations or orders of any governmental or judicial authority.

(b) Spare Parts. Ricoh warrants to USF that all replacement parts shall equal or exceed the original manufacturer's specifications for such parts. Title to any replacement parts shall vest in the owner of the Equipment at the time of installation, at which time title to the parts so replaced shall revert back to Ricoh. Ricoh represents and warrants that for a minimum period of five (5) years from the date of installation of new Equipment, Ricoh will manufacture or procure spare parts for each Product acquired hereunder. Without prejudice to any other rights and remedies available to USF under this Agreement, in the event Ricoh cannot procure spare parts in accordance with this Section, Ricoh will replace the Equipment needing servicing with Equipment of substantially similar specifications at no additional cost to USF. Such Equipment may be new or refurbished equipment in Ricoh's sole discretion.

(c) Availability of Maintenance Services. Ricoh warrants to USF that for a minimum period of five (5) years after installation, Ricoh will make continuous Maintenance Services available to USF, provided such Equipment was new when installed.

(d) Material and Workmanship. Ricoh warrants to USF that at the time of delivery and for a period of ninety (90) days thereafter the Equipment (i) will be in good working order and substantially conform to the applicable Specifications, and (ii) will be free from any defects in material and workmanship. In addition, Ricoh will (at no additional charge) make available engineering changes or Software updates that are generally released by Ricoh during the term that Maintenance Services are being provided. If during such ninety (90) day period Ricoh receives notice as set forth above that the Product fails to operate in substantial conformity to the Specifications, Ricoh will (at no additional charge) furnish all materials and make all adjustments, repairs, and replacements required to correct the defect. The foregoing warranty shall not apply in the event the Product is (a) installed, wired, modified, altered, moved or serviced by anyone other than Ricoh or a Designated Servicer, or (b) and not installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or, (c) a defective or improper non-Ricoh accessory or supply or part is attached to the Equipment, or (d) the Equipment is relocated to any place where Ricoh or Ricoh authorized services are not available.

(e) **THE FOREGOING LIMITED WARRANTIES DO NOT APPLY TO CONSUMABLE PARTS INCLUDING, BUT NOT LIMITED TO DRUMS, CLEANING BRUSHES, FILTERS, HEAT AND OILER TUBES, PRESSURE PADS, LAMPS LENSES, FUSES, PAPER AND TONER. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON CONFORMITIES IN THE MANNER PROVIDED ABOVE SHALL CONSTITUTE FULFILLMENT OF ALL OBLIGATIONS OF RICOH WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.**

9. **Intellectual Property Rights.** Upon termination or expiration of an Order or the right of USF to use and possess the Equipment, for any reason, all rights of USF to the Software and all changes, modifications, customizations, or improvements made or developed with regard to the Software, granted under this Agreement shall terminate and immediately revert to Ricoh, and USF shall return to Ricoh the Software and all copies and portions thereof and remove the Software from its computers and its computer systems. USF acknowledges and agrees that the Software is Ricoh's property, is protected by copyright, trade secrets and trademark law, and contains valuable confidential, unpublished information developed or acquired by Ricoh at great expense. The Software, product names and other Ricoh materials and documentation, if any, are either patented, copyrighted, trademarked or otherwise proprietary to Ricoh. USF agrees not to remove any such notices and Product identification.

10. **Assignment.** Without Ricoh's prior written consent, USF shall not assign, transfer, pledge, hypothecate or otherwise dispose of or encumber this Agreement, any Order, the Equipment, Software or any interest therein; or sublet or lend the Equipment or Software or permit it to be used by anyone other than USF or USF's employees. Ricoh may assign this Agreement, any Order, any payments, or the Products (subject to USF's rights), in whole or in part, as collateral or otherwise, without notice to USF, to a Lessor or Designated Servicer. Payment by USF to an assignee shall constitute acknowledgment of such notice. Notwithstanding any such

assignment, Ricoh warrants that, upon full compliance with the terms of this Agreement by USF, USF shall quietly enjoy use of the Equipment, subject to the terms and conditions hereof.

11. Limitation of Liability. Ricoh shall have no liability to USF (or to any person or entity claiming through USF) for lost profits, loss of revenue, or for special, incidental, indirect, consequential or exemplary damages arising out of or in any manner connected with this Agreement or any Order, or the subject matter hereof or thereof, regardless of the form of action and whether or not Ricoh has been informed of, or otherwise might have anticipated, the possibility of such damages, provided, however, that the limitations of liability set forth in this Section 11 shall not apply to (i) damages resulting from the willful misconduct or gross negligence of Ricoh, or its personnel, or (ii) Intellectual Property infringement claims for which Ricoh has agreed to indemnify USF pursuant to this Agreement. In no event shall any liability of Ricoh to USF arising out of or in connection with the Professional Services provided by Ricoh or any Designated Servicer to USF exceed the amount paid by USF pursuant to the subject Terms and Conditions for Software/Professional Services.

12. Excused Performance. A party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement or any Order to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such party. Such events include, but are not limited to, acts of God or the public enemy, fire, flood, shipwreck, strike or other labor dispute, government order, regulation, terrorist acts or acts of war. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. However, if an excusable delay continues more than sixty (60) days, the party not relying on the excusable delay may, at its option, terminate the affected Order in whole or in part, upon notice to the other party. In order to avail itself of the relief provided in this Section for an excusable delay, the party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.

13. Term and Termination.

(a) Term. This Agreement shall commence as of the Effective Date and shall remain in force for a period of five (5) years unless sooner terminated as provided for herein or by agreement of the parties. Each Order shall only become effective when duly signed on behalf of the parties thereto, and shall continue in effect thereafter through the date of termination specified in accordance with the provisions of that Order. Except as expressly set forth below, USF shall have no right to terminate payment obligations pursuant to a binding Order, such payment obligations being unconditional, non-cancelable and not subject to any right of offset or set-off.

(b) Termination of Agreement. This Agreement may be terminated by the parties as follows:

(i) Termination for Cause by USF. Only USF (and not any USF Company) shall have the right to terminate this Agreement upon not less than thirty (30) days' prior written notice to Ricoh in the event of the occurrence of any of the following: (i) Ricoh's material breach of any provision of the Agreement provided that such breach has not been cured within thirty (30) days after such notice; or (ii) if Ricoh shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets, or if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against Ricoh; or (iii) if USF issues an Invitation to Negotiate (or other competitive solicitation process) and issues a final award under such process.

(ii) Termination for Cause by Ricoh. Ricoh shall have the right to terminate the Master Agreement upon not less than thirty (30) days' prior written notice to USF in the event of the occurrence of any of the following: (i) USF's material breach of any provision of this Agreement independent of any Order, provided that such breach has not been cured within thirty (30) days after such notice; or (ii) if USF shall be or become insolvent, shall call any meeting of creditors or have appointed a receiver or trustee over itself or its assets, or if any petition, proceeding or other action under any bankruptcy laws shall be filed by or instituted against USF

(c) Effect of Termination or Expiration on Agreement. Upon any termination or expiration of this Agreement:

(i) Unless USF provides Ricoh written notice to the contrary as provided for in this Section, any unfilled Order or portion thereof for the purchase or lease of Equipment or licensing Software shall automatically terminate with respect to that Equipment and Software for which delivery has not yet occurred and such Equipment and Software shall be made available by USF for return to Ricoh. In the event USF desires to maintain any outstanding Order for which delivery has not yet occurred notwithstanding the termination of this Agreement, USF shall provide Ricoh written notice thereof no later than ten (10) days after the effective date of termination of this Agreement and USF shall identify in such written notice the Orders thereof USF desires to maintain in effect,

(ii) Ricoh shall refund to USF Companies any payments made on account of future Maintenance

(iii) Services and Professional Services not performed as of the date of termination of such Services.

(iv) Termination of this Agreement shall not limit either party from pursuing any other remedies available to it by law or under the Agreement.

(d) Non-appropriation; State Funding. USF's continuing performance and obligations to pay under this Agreement or any Order that has a term greater than one year is subject to and contingent on annual appropriations from the legislature of the State of Florida. For purposes of this paragraph, a 'non-appropriation' shall include a reduction of USF general legislative appropriation

by greater than 5 percent in any one year. In such an event, USF may terminate this Agreement and any Orders upon thirty days written notice. This section shall retain precedence over the terms of any Order.

14. Indemnification/Infringement.

(a) Infringement Claims. Ricoh will defend, indemnify and hold harmless USF from all losses, damages. injuries, costs and expenses (including without limitation, court costs and reasonable attorneys' fees) arising from a claim that any Product furnished by Ricoh infringes the Intellectual Property Rights of any third party, provided that USF complies with the procedure set forth below. In such event, Ricoh may, at its expense, either (i) modify such Products to make them non-infringing while retaining the same or equivalent functionality, (ii) obtain for or on behalf of USF a license to continue using such Products or (iii) replace the Products with substantially similar Products with the same or equivalent functionality. The foregoing indemnity shall not apply to the extent that the alleged infringement arises out of or relates to: (i) infringing property, information or data which is not provided by Ricoh; (ii) any act or omission of USF not authorized under this Agreement or the relevant Order (as applicable); (iii) the use of the Intellectual Property in combination with other software, materials, equipment or services which are not supplied by Ricoh; (iv) customized portions of a Product designed in accordance with written specifications provided by USF; or (v) alterations or amendments made to the Intellectual Property or Equipment which are not made by Ricoh.

(b) Personal Injury, Death and Property Damage Claims
Each party shall defend, indemnify and hold harmless the other party, the other party's affiliates, and their directors, officers, employees and agents (each, an "indemnified party") from all losses, damages, injuries, costs and expenses (including without limitation court costs and reasonable attorneys' fees) arising out of personal injury, death or damage to tangible property, suffered by the party claiming indemnification and directly and proximately caused by the acts or omissions of the other party (the "indemnifying party"), its affiliates and/or each of their directors, officers, employees or agents, arising out of or related to this Agreement, provided in each case that the indemnified party complies with the procedure set forth in subsection (c) below. Notwithstanding, USF cannot and will not indemnify Ricoh beyond the scope and limits allowed by section 768.28, Florida Statutes, which limits the liability of Florida State agencies to $100,000 per claim, and $200,000 per incident in the aggregate.

(c) Procedure. The following procedure shall be applicable to indemnification sought pursuant to this Section. The indemnified party shall promptly notify the indemnifying party of a claim to be subject to this Section; provided however, that failure to do so shall not preclude such party's right to indemnification if such failure does not materially prejudice the indemnifying party, and if such failure does materially prejudice the indemnifying party then the indemnified party's rights shall only be diminished to the extent of the prejudice. The indemnified party shall control the defense and/or settlement of the claim; provided, however. that upon receipt of notice of the claim, the indemnifying party shall have the right to assume control of the defense of the claim by providing the indemnified party notice of such assumption within thirty (30) days after receipt of notice of the claim. The indemnifying party's control of the defense shall include the right to compromise or settle such claim for money damages which the indemnifying party shall pay. Any other compromise or settlement must be approved by the indemnified party which consent shall not be unreasonably withheld conditioned or delayed. The indemnified party shall be reimbursed for its reasonable, direct out-of-pocket expenses, as incurred, including, without limitation, attorneys' fees, incurred either (i) as a result of such participation at the indemnifying party's request as described in the prior sentence, (ii) during the initial defense of the claim prior to the time the indemnifying party assumes control of the defense of the claim. or (iii) in connection with the defense of the claim in the event the indemnifying party does not assume control of the defense of the claim. If the indemnifying party does assume control of the defense, the indemnified party in any event may choose to participate in the defense and/or settlement with counsel of its own choosing at its own expense.

15. Confidentiality.

(a) "Confidential Information" means and refers to all tangible or intangible information and materials, in any form or medium (and without regard to whether the information or materials are owned by Ricoh, USF or by a third party), whether furnished or disclosed to either party, or otherwise obtained, accessed or observed, that satisfies at least one of the following criteria:

(i) Information or materials related to a party or its affiliates or any of their respective USF's business, trade secrets, USFs (including identities, characteristics and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, pricing, finances, assets, technology (including software, data bases, data processing or communications networking systems), data or information or materials that reveal research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which a party's products, services, applications, prices and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon;
(ii) Information or materials designated or identified as confidential by a party, whether by letter or by an appropriate proprietary stamp or legend, prior to or at the time such information or materials are disclosed;
(iii) Information disclosed orally or visually, or written or other form of tangible information or materials

without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar

with the business and the industry in which a party operates, that such information or materials are of a confidential or proprietary nature; or,

(iv) Any non-public, personal, financial or identifying information of an individual, including a party's USFs or employees.

(b) Duty of Care. During the term of this Agreement and for a period of three (3) years after expiration or termination of this Agreement, the party receiving ("Receiving Party") Confidential Information of the other party ("Disclosing Party") will exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information; and, at a minimum, the Receiving Party will maintain adequate security measures to safeguard the Disclosing Party's Confidential Information from unauthorized disclosure, access, use and misappropriation. Without limiting the generality of the foregoing, the Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations or exercise its rights under this Agreement. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's personnel or those of its affiliates and/or a Designated Servicer who have a "need to know" such Confidential Information (and only to the extent necessary) in order to fulfill the purposes contemplated by this Agreement or an applicable Affiliate Agreement. If the Receiving Party becomes aware of any threatened or actual unauthorized access to, use or disclosure of, or any inability to account for, the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party thereof and will assist the Disclosing Party with its efforts to terminate such access, to curtail such threatened or actual unauthorized use or disclosure, or to recover such information or materials. The Receiving Party will be liable to the Disclosing Party for any non-compliance by its agents or Ricoh's to the same extent it would be liable for non-compliance by its employees.

(c) Exclusions. The obligations of confidentiality assumed under this Agreement shall not apply to the extent the Receiving Party can demonstrate that such information:

(i) is or has become generally available to the public, without any breach by the Receiving Party of the provisions of this Agreement or any other applicable agreement between the parties;

(ii) was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to such party's receipt pursuant to this Agreement;

(iii) was rightfully acquired by the Receiving Party from a third party who was entitled to disclose such information, without confidentiality or proprietary restrictions;

(iv) was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information; or,

(v) is subject to a written agreement pursuant to which the Disclosing Party authorized the Receiving Party to disclose the subject information.

(d) Legally Required Disclosures. The obligations of confidentiality assumed under this Agreement shall not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction, provided that the Receiving Party:

(i) promptly notifies the Disclosing Party of the order in order to provide the Disclosing Party an opportunity to seek a protective order;

(ii) provides the Disclosing Party with reasonable cooperation in its efforts to resist the disclosure, upon reasonable request by the Disclosing Party and at the Disclosing Party's expense; and,

(iii) disclose only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under such law, regulation or order.

Notwithstanding, however, for any disclosures of information required by Chapter 119, Florida Statutes (Florida Public Records Act), USF retains the right to make an interpretation regarding its duties and obligations under the law. Any disclosure of information by USF pursuant to the Florida Public Records Act shall not be considered a breach of Section 15. Such a disclosure may include, without limitation, this Agreement and documents, papers, letters, or other material related thereto.

16. **Software Installation or Service Acknowledgement and Release.** If USF requests Ricoh to install Products on USF's computer hardware, peripherals, network hardware and network software (the "Computer"), USF acknowledges that Ricoh has no knowledge or control over the type of software currently on USF's Computer or the environment in which it operates and that some software, including the existing software on the USF's Computer, may contain configurations or algorithms which are incompatible with the Products. USF acknowledges that because of these and other factors, which are beyond the control of Ricoh, there are risks associated with the installation or service of the Products, including without limitation, the risk that data on the Computer may be damaged or deleted. USF acknowledges that it is advisable and the sole responsibility of the USF prior to installation or service of the Products to back up all data contained on the Computer which USF, in its sole discretion, deems necessary including, without limitation, all directories, sub-directories and partitions. If any data is damaged, or deleted, USF is responsible for restoring such data to the Computer. In consideration of Ricoh agreeing to perform such installation, USF agrees for itself, its employees, agents, successors and assigns, to hereby release and forever discharge Ricoh and its employees, agents, successors and assigns from any and

all claims, debts, liabilities, costs, expenses (including attorney's fees), damages, actions and causes of action of every kind and nature, in law and in equity, related to or arising from the installation, service, maintenance, function or use of the Products and the actions of any employees or agents of Ricoh related to the installation, maintenance function or use of the software or hardware.

17. **Effect of Headings.** The subject headings of the sections of this Agreement are included for purpose of convenience only, and shall not affect construction or interpretation of any of its provisions.

18. **Waiver.** The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver or other breach or default. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an officer of the aggrieved party.

19. **Governing Law.** This Agreement shall be construed in accordance with and governed by the substantive laws of USF of Florida, without regard to its conflicts of laws principles.

20. **Notices.** Service of all notices required or permitted under this Agreement shall be sufficient, if given personally delivered or mailed to USF at its address set forth herein or to Ricoh Americas Corporation at 5 Dedrick Place, West Caldwell, New Jersey 07006, Attn: Legal Department, or at such other address as such party may provide in writing to the other party from time to time. Any such notice shall be effective when deposited in the United States mail, duly and properly addressed, certified mail return receipt requested with postage prepaid or when personally delivered.

20. **Severability.** If any provision or clause of this Agreement or any Order hereunder, or any application thereof to any person, entity or circumstance(s) is held to be invalid, unconscionable or unenforceable, such invalidity, unconscionability or unenforceability shall not affect any other provisions or applications of this Agreement or the subject Order which can be given effect without the invalid, unconscionable or unenforceable provision or application, and to this end the provisions and/or applications of this Agreement or such Order are declared to be severable, null and void, and of no legal force or effect.

21. **Entire Agreement.** This Agreement shall be comprised of this Agreement and the respective individual Order Agreements and Schedules, Exhibits and Statements of Work executed by Ricoh and USF. This Agreement supersedes all proposals, oral or written, and all other communications between the parties in relation to the subject matter of this Agreement. No other agreement or understanding exists between Ricoh and USF except as expressly set forth in this writing. USF agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form and that no "side letter" or "side agreements" exist between the parties. To the extent any such "side letters" or "side agreements" have been entered into, or contemplated, same are hereby deemed unenforceable, null and void and of no legal effect. These terms and conditions shall prevail, notwithstanding any additional or different terms and conditions of any purchase Order submitted by USF in respect to the Products to be provided hereunder. This writing constitutes the final written expression of all the terms of this Agreement and it is a complete and exclusive statement of those terms. No variation or modification of this Agreement, whether by USF purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of Ricoh and USF. **Any and all representations, promises, warranties, or statements by Ricoh's agent, employee or representative that differ in any way from the terms of this written Agreement shall be given no force or effect.**

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement as of the Effective Date.

RICOH AMERICAS CORPORATION

By: Chando

Name: Christopher Chando

Title: Director Leasing

4/7/09

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

By: Tom DiBella

Name: Tom DiBella

Title: Director Purchasing & Property Services

Approved as to Form and Legality

C. Mallory

Attorney - USF

RICOH

Exhibit 1

ORDER AGREEMENT
TERMS AND CONDITIONS
FOR PURCHASE

Order Agreement Pursuant to Master Agreement between
Ricoh Americas Corporation and_____
(the "Agreement")

USF:
Address:
Equipment location if different form above:

Quantity Description Price

Number of Payments	
Payment Amount	
Plus Tax	
Total Payment Amount	
Payment Frequency	
Contract Term	
1st Payment Due	

USF Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Cost Center Number: _____

This Order is subject to the terms and conditions of the Master Agreement dated _____, by and between Ricoh Americas Corporation and _____, which terms and conditions are incorporated herein by reference.

TERMS AND CONDITIONS
FOR PURCHASE OF RICOH EQUIPMENT

Purchase of Equipment. Ricoh agrees to sell to USF and USF agrees to purchase from Ricoh the Equipment set forth on the first page hereof and any additional schedule attached thereto. USF promises to pay Ricoh an amount equal to the purchase price which is set forth in this Order in accordance with the terms and conditions herein plus the cost established for maintenance of the Equipment. USF authorizes Ricoh to insert in this Agreement the serial numbers of the Equipment when Ricoh so determines them

Use of Purchase Orders. The terms of any purchase order issued by USF shall not apply to purchases of Equipment hereunder. Product Prices, except as necessary to designate specific Equipment, quantities, delivery dates, and other similar terms that may vary from order to order, and the Agreement, to the extent applicable, shall be deemed incorporated in such purchase orders. The terms and conditions contained in any invoice, bill of lading, or other documents supplied by Ricoh are expressly rejected and superseded by this Agreement and shall not be included in any contract with USF.

Security Interest. USF hereby grants to Ricoh a purchase money security interest in and to the Equipment and proceeds thereof and all substitutions therefore to secure payment of the purchase price of the Equipment, until the purchase price is paid in full.

Payment Terms. Net **forty (40)** days from date of invoice.

RICOH

Exhibit 2

ORDER AGREEMENT
TERMS AND CONDITIONS
FOR LEASE

Order Agreement Pursuant to Master Agreement between
Ricoh Americas Corporation and_____
(the "Agreement")

USF:
Address:
Equipment location if different form above:

Quantity Description Price

Number of Payments	
Payment Amount	
Plus Tax	
Total Payment Amount	
Payment Frequency	
Contract Term	
1st Payment Due	

USF Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Cost Center Number: _____

This Order Agreement does not constitute a binding acceptance by USF. A lease will not become valid and binding on USF unless a Purchase Order is generated and delivered by and from the USF Purchasing Department. All USF Purchase Orders will reference this agreement and any identification or contract number given by USF.

This Order is subject to the terms and conditions of the Master Agreement dated _____, by and between Ricoh Americas Corporation and _____, which terms and conditions are incorporated herein by reference.

Exhibit 2 (Continued)

RICOH

TERMS AND CONDITIONS OF LEASE AGREEMENT
MASTER TERMS AND CONDITIONS OF LEASE AGREEMENT

LEASE OF EQUIPMENT. This Master Terms and Conditions of Lease Agreement (this "Lease Agreement") is executed pursuant to that certain Master Agreement dated 4/7, 2009 (the "Master Agreement") between Ricoh Americas Corporation ("Ricoh") and the University of South Florida Board of Trustees, and establishes the general terms and conditions under which Ricoh or a third party Lessor assignee ("Lessor") may, from time to time, lease Equipment (as hereunder defined) to USF. If so assigned by Ricoh to a Lessor, the term "Ricoh" shall also mean and include such third party Lessor's assignee as to Ricoh's rights, remedies and entitlements hereunder and each Schedule (as hereunder defined) so assigned, but not Ricoh's obligations. The terms hereof shall be deemed to form a part of each Order Agreement for Lease (each, a "Schedule") executed by the parties which references this Lease Agreement. "Equipment" shall mean items of Equipment set out in any Schedule. Ricoh agrees to lease the Equipment to USF on the terms and conditions contained herein and as set forth on the Schedule. USF promises to pay to Ricoh an Equipment Payment and, if applicable, a Maintenance Payment (together the "Lease Payment") set forth in the Schedule. Each Schedule shall constitute a separate assignable lease agreement incorporating all of the terms hereof. In the event of a conflict between any of the Schedule and the provisions hereof, the provisions of the Schedule shall prevail.

2. TERM AND LEASE. This Lease Agreement shall become effective upon acceptance and execution by Ricoh and shall remain effective at least until the expiration of the Term of the last Schedule hereunder. You will sign a separate delivery and acceptance certificate and be responsible, at your own cost, to arrange for delivery and installation of the Equipment.

Each Schedule is effective on the date that it is accepted and signed by Ricoh, and the term of each Schedule begins on that date or any later date that Ricoh designates (the "Commencement Date") and continues for the term stated on the Schedule. As USF will have possession of the Equipment from the date of its delivery, if Ricoh accepts and signs the Schedule, USF will pay Ricoh interim rent for the period from the date the Equipment is delivered to USF and the Commencement Date, as reasonably calculated by Ricoh based on the Lease Payment, the number of days in that period, and a month of 30 days.

Lease Payments will be due as invoiced until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to USF under the Schedule are paid in full. **EXCEPT AS EXPRESSLY SET FORTH IN THE MASTER AGREEMENT, THIS LEASE AGREEMENT AND ALL SCHEDULES ARE NON-CANCELLABLE BY USF.** USF'S OBLIGATION TO PAY THE LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM EXCEPT AS STATEDIN THE MASTER AGREEMENT. All payments shall be made to Ricoh at the address indicated by Ricoh in writing.

3. REPAIR AND MAINTENANCE. If a Schedule includes repair and maintenance services, such services shall be provided pursuant to the terms of the Terms and Conditions for Maintenance Services as set forth in the Master Agreement between USF and Ricoh.

4. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION. Unless USF has been granted a $1.00 purchase option under the applicable Schedule, Ricoh owns the Equipment and USF has the right to lease the Equipment for the full Lease Term provided the USF complies with the terms and conditions of the Schedule and this Lease Agreement. For all purposes under the Schedule and this Lease Agreement, the Equipment is and shall remain personal property even though the Equipment may become attached to any real estate. USF agrees not to permit a lien to be placed upon the Equipment or to remove the Equipment from its place of installation without Ricoh's prior written consent, which consent shall not be unreasonably withheld. If Ricoh feels it is necessary, USF agrees to provide Ricoh with waivers and interest of liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. Ricoh also has the right, at reasonable times, to inspect the Equipment.

5. ASSIGNMENT. WITHOUT PRIOR WRITTEN CONSENT OF RICOH, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH RICOH ACTING AS A COMMERCIALLY REASONABLE AND PRUDENT LESSOR GIVEN ALL OF THE FACTS AND CIRCUMSTANCES THEN KNOWN TO RICOH, USF SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE AGREEMENT OR ANY SCHEDULE, THE EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR (ii) SUBLET OR LEND THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN USF AND USF'S EMPLOYEES. Ricoh may assign this Lease Agreement or any Schedule and the Equipment to a Lessor and its rights, remedies and entitlements thereunder (but not Ricoh's obligations), at any time in whole or in part, without notice to the USF. USF shall not assert against any assignee Lessor, any claim or defense it may have against Ricoh, but rather shall assert the same only against Ricoh. No assignment of this Lease Agreement or any Schedule shall release Ricoh from any obligations Ricoh may have to USF. In the event this Lease Agreement or any Schedule is assigned by Ricoh to a Lessor, the following provisions are also applicable:

(a) Selection of Equipment/Disclaimer of Warranties: USF has selected the Equipment and the supplier from whom Lessor agrees to purchase the Equipment at USF's request. Lessor is not the manufacturer of the Equipment and Lessor is leasing the Equipment to USF "AS-IS". USF has selected the Equipment and Lessor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor transfers to USF for the term of a Schedule all warranties, if any, made by Ricoh. USF ALSO ACKNOWLEDGES THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AGREEMENT OR ANY SCHEDULE AND, EXCEPT FOR RICOH WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT A SCHEDULE OR THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. USF'S OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER A SCHEDULE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH USF MAY HAVE OR ASSERT AGAINST RICOH.

IN THE EVENT THE PERIODIC PAYMENTS UNDER A SCHEDULE INCLUDES THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY RICOH, USF ACKNOWLEDGES THAT, IF THAT SCHEDULE IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. USF WILL MAKE ALL CLAIMS FOR MAINTENACE AND/OR SERVICE SOLELY AGAINST RICOH AND SUCH CLAIMS WILL NOT AFFECT USF'S OBLIGATION TO MAKE ALL PERIODIC PAYMENTS UNDER SUCH SCHEDULE TO THE ASSIGNEE LESSOR. USF FURTHER ACKNOWLEDGES THAT RICOH MAY INCREASE USF'S MAINTENANCE AND/OR SERVICE COSTS BY UP TO 10% ANNUALY.

(b) Use, Maintenance and Repair: USF is required, at its own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and USF will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. USF may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, USF agrees to remove such modifications and restore the Equipment to its original condition. If USF fails to remove such modifications, Lessor is deemed the owner of such modifications.

(c) Maintenance and Additional Copy Charge Administration: USF acknowledges that Lessor, purely as an administrative convenience to USF and Ricoh, may bill, collect and otherwise administer Maintenance Payments on Ricoh's behalf and agrees that Lessor has no liability or responsibility for the performance thereof.

(d) The terms and conditions of this Lease Agreement are the only terms and conditions governing the Lease of the Equipment by USF and no other agreements between Ricoh and USF, including but not limited to the Master Agreement, will have any effect upon, or otherwise affect, the terms and conditions of this Lease Agreement.

6. REDELIVERY AND RENEWAL. Upon at least thirty (30) and not more than one hundred twenty (120) days written notice to Ricoh prior to the expiration of the initial Term or any Renewal Term of the applicable Schedule, USF at its option may (i) renew the Schedule for an additional term of at least two (2) year renewals ; (ii) exercise any applicable purchase option as specified in the applicable Schedule; or (iii) return the Equipment, freight and insurance prepaid, to Ricoh in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Ricoh. If USF fails to notify Ricoh or having notified Ricoh, USF fails to return the Equipment or exercise one of its other options provided herein, the applicable Schedule shall renew for consecutive sixty (60) day periods with Lease Payments in effect at the expiration of the initial Term of the Schedule.

7. LOSS OR DAMAGE. USF is responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves USF from any obligation under a Schedule. USF agrees to promptly notify Ricoh in writing of an loss or destruction or damage to the Equipment and USF will, at Ricoh's option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like equipment in good repair, condition and working order, acceptable to Ricoh and transfer clear title to such replacement equipment to Ricoh, and such Equipment shall be subject to the Schedule and be deemed the Equipment, or (c) pay to Ricoh the present value of the total of all unpaid Lease Payments for the full Schedule term, plus either the fair market value of the Equipment at the end of the Schedule term as reasonably determined by Ricoh or any End of Schedule Option price stated on the Schedule, whichever is greater (the "FMV"), with the accelerated Lease Payments and the FMV discounted at 5% per annum, plus reasonable costs of collection and attorneys' fees, whereupon the applicable portion of the Schedule shall terminate. All proceeds of insurance received by Ricoh as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of USF's obligations. As between a Lessor and USF, Lessor is not responsible for any losses or injuries caused by the Equipment and USF will defend and indemnify such Lessor from any claims arising out of or related to the Equipment.

8. TAXES. USF is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. Ricoh shall not charge USF for any such taxes.

9. LATE CHARGES. If any Lease Payment or any other amount payable under any Schedule is not paid within 10 days of when due, Ricoh may request in writing that USF pay an interest penalty (established pursuant to section 55.03(1), Florida Statutes) on the unpaid balance; however, interest of less than $1.00 will not be paid.

10. INSURANCE. USF is a self-insured institution of the State of Florida, and its "self insurance" limitations are provided by law. USF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of $100,000 per person and $200,000 in the aggregate per occurrence,

pursuant to the terms and limitations of Sections 768.28, Florida Statutes and Chapter 284, Part II, Florida Statutes. Worker's Compensation insurance is maintained in full compliance with Florida law. Otherwise, USF agrees to assume all risk of personal injury and property damage caused by the negligent acts or omissions of its officers, agents, and employees acting within the scope of their employment. This statement shall not be construed or interpreted as consent to be sued or as a waiver of the USF's sovereign immunity beyond that provided in section 768.28, Florida Statutes.

11. DEFAULT. USF is in default of this Lease Agreement and any Schedule if any of the following occurs: (a) USF fails to pay any Lease Payment or other sum due under any Schedule when due, or (b) USF breaches any warranty or other obligation under this Lease Agreement and fails to cure such breach within 15 days after notice from Ricoh, or (c) USF becomes insolvent or unable to pay its debts when due, or (d) USF stops doing business as a going concern, or (e) USF makes an assignment for the benefit of creditors or, (f) USF undergoes a substantial deterioration in its financial condition, or (g) USF, any guarantor or any partner shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment or debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of its or substantial part of its assets.

12. REMEDIES. Ricoh shall have the following remedies if a default should occur: (a) Upon written notice, declare the entire balance of the unpaid Lease Payments and all amounts to become due under a Schedule for the full term thereof immediately due and payable as liquidated damages and not as a penalty and be entitled to receive all Lease Payments and any other amounts then accrued or accelerated under a Lease Schedule or any other agreement plus the FMV (as defined in Section 7) with all accelerated Lease Payments and the FMV discounted at 3% per annum, but only to the extent permitted by law; (b) Charge USF interest on all monies due Ricoh at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; (c) Require that USF return the Equipment to Ricoh and in the event USF fails to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of a Schedule unless Ricoh expressly notifies USF in writing. In the event the Equipment is returned or repossessed by Ricoh and unless Ricoh has terminated the Schedule, Ricoh may sell or re-rent the Equipment to any persons with any terms Ricoh determines, at one or more public or private sales, with or without notice to USF, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent USF's obligations to Ricoh with USF remaining liable for any deficiency and with any excess being retained by Ricoh. The credit for any sums to be received by Ricoh from any such rental shall be discounted to the date of the agreement at five percent (5%) per year.

USF is also required to pay (i) all expenses incurred by Ricoh in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

USF agrees that any delay or failure to enforce Ricoh's rights under this Lease Agreement or any Schedule does not prevent Ricoh from enforcing any rights at a later time.

All Ricoh's remedies are cumulative, are in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy, or preclude the exercise of any other remedy. No failure on Ricoh's part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

13. WARRANTY OF BUSINESS PURPOSE. USF hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family or household purposes.

14. UCC FILINGS AND FINANCIAL STATEMENTS. USF authorizes Ricoh to file a financing statement with respect to the Equipment where permitted by the Uniform Commercial Code ("UCC"). The filing of financing statements is not to be construed as evidence that only a security interest was intended to be created, but is to give public notice of Ricoh's ownership of or other interest in the Equipment. If any Schedule is deemed at any time to be one intended as security then USF grants Ricoh a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

15. NOTICE. Written notice will be deemed to have been given when delivered personally or the third day after being deposited in the United States mail, postage prepaid, addressed to such party at its address set forth in this Lease Agreement, in the Schedule or at such other address as such party may have subsequently provided to the other party in writing.

16. CHOICE OF LAW. This Lease Agreement and the Schedules are governed by and construed in accordance with the laws of Florida. USF consents to and agrees that personal jurisdiction over USF and subject matter jurisdiction over the Equipment shall be with the courts of Hillsborough County, Florida, or the applicable Federal District Court in Tampa, FL with respect to any provisions of this Lease Agreement.

17. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease Agreement and the Schedules contain the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provisions of this Lease Agreement or any Schedule which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease Agreement.

18. UCC - ARTICLE 2A PROVISIONS. USF agrees that each Schedule is a Finance Lease as that term is defined in Article 2A of the UCC. USF acknowledges that Ricoh has given USF the name of the supplier of the Equipment. Ricoh hereby notifies USF that USF may have rights under the contract with the supplier and USF may contact the supplier for a description of any rights or warranties that USF may have under this Lease Agreement. USF also waives any and all rights and remedies granted USF under Sections 2A-508 through 2A-522 of the UCC including, but not limited to: the right to repudiate any Schedule and reject the Equipment; the right to cancel any Schedule; the right to revoke acceptance of any Schedule; the right to grant a security interest in the Equipment in USF's possession and control for any reason; or the right to recover damages for any breach of warranty.

19. FACSIMILE DOCUMENTATION. USF agrees that a facsimile copy of this Lease Agreement and any Schedules with facsimile signatures may be treated as an original for purposes of being admissible as evidence of this Lease Agreement or any Schedule. Furthermore, if USF elects to transmit any Schedule by facsimile, USF agrees that, if Ricoh elects to do so in its sole discretion, the only version of such Schedule(s) that will be the original for all purposes under the Uniform Commercial Code will be the version containing USF's facsimile signature and Ricoh's original signature, and USF waives notice of acceptance of such Schedule(s) and receipt of a copy of the originally signed Schedule(s).

USF: University of South Florida
(Print or Type Name of USF)

Signature: Tom DiBella

Title: Tom DiBella, Director Purchasing & Property
(Please Print)

Date: 4/2/09

RICOH AMERICAS CORPORATION

Signature:

Title: Director Leasing
(Please Print)

Date: 4/7/09

EXHIBIT 3

ORDER AGREEMENT
TERMS AND CONDITIONS
FOR MAINTENANCE SERVICES

MAINTENANCE SERVICE. Ricoh agrees to provide to the USF, during Ricoh's normal business hours which are Monday through Friday 8:00am to 5:00 pm except for state holidays, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Ricoh's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Ricoh, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by USF, Ricoh shall have a reasonable time within which to respond.

Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Ricoh. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Ricoh. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment.

If available, maintenance service requested and performed outside Ricoh's normal business hours will be charged to the USF at double (2x) Ricoh's currently applicable rate with a four (4) hour minimum portal to portal charge. Additional time beyond the four (4) hour minimum will be billed in six (6) minute intervals.

Example: After Hours Service charges on a Ricoh 6765 Copier (zone 1 - 0% Cost Differential Office) would be:

$149.00 x 2 = $298.00

$ 298.00 x 4= $1192.00 minimum billing

$29.80 for each additional 6 minutes beyond the four (4) hour minimum.

EXCLUSIONS TO MAINTENANCE SERVICE. Maintenance service provided by Ricoh under this Agreement does not include:

(a) Repair of damage or increase in service time caused by failure of the USF continually to provide a suitable installation environment with all facilities prescribed by Ricoh, including, but not limited to, the failure to provide, adequate electrical power, air-conditioning, or humidity-control;

(b) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning); transportation, neglect, power transients, abuse or misuse, failure of the USF to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh;

(c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed;

(d) Replacement of parts, which are consumed in normal Equipment operation, unless specifically included;

(e) Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefor, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachment or other devices;

(f) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies;

(g) Complete unit replacement or refurbishment of the Equipment;

(h) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Ricoh;

(i) Increase in service time caused by USF denial of full and free access to the Equipment or denial of departure from USF's site.

(j) Unless agreed herein, consumable supplies such as, but not limited to, paper, staples, developer, drum, toner, and fuser oil.

The foregoing items excluded from maintenance service, if performed by Ricoh, will be charged to the USF at Ricoh's applicable time and material rates and terms then in effect.

MAINTENANCE TERM. The maintenance agreement shall cover a one-year period beginning on the effective date listed on the Order, and will be automatically renewed for successive one-year periods at the then current maintenance charge for the Equipment listed on the Order until terminated by either party as provided herein.

CHARGES. USF agrees to pay the basic maintenance charge listed on the Order for the maintenance service on the Equipment covered by the Order beginning on the effective date. The effective date of the Order will be the date designated thereon or the day following the last day of Ricoh Equipment Warranty Period of the applicable Sales Agreement, whichever is later. The maintenance charge may be changed on each anniversary date of the Order.

Except for the applicable zone charge, there will be no additional charge for travel expense associated with the services performed during Ricoh's normal business hours, except that the actual travel expense and Ricoh's applicable hourly rates and terms then in effect shall be charged in those instances where the site at which the Equipment is located is not reasonably accessible by private automobile. In addition to the maintenance charges, the USF agrees to pay any tax now or hereafter imposed on or in connection with the sale, delivery, or furnishing of such services or materials described herein, exclusive of taxes based on net income.

SERVICE WARRANTY. Ricoh warrants to the USF that the maintenance service provided herein will be performed in accordance with industry practices, and material and parts furnished under a maintenance agreement will be free of defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice thereof is provided to Ricoh within the term of the applicable maintenance agreement, Ricoh will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service warranty constitutes USF's sole and exclusive remedy.

INVOICING. The basic maintenance charge will be invoiced in advance. Payment shall be made within the terms stated on the invoice. If the Equipment is being leased or rented from Ricoh, the basic maintenance charge may be added to the periodic Lease or Rental charges.

ACCESS. USF shall grant to Ricoh service personnel full and free access to the Equipment to provide maintenance service and engineering changes thereon, subject only to the USF's security regulations.

ENGINEERING CHANGES. Engineering changes determined applicable by Ricoh, will be controlled and installed by Ricoh on Equipment covered by this Agreement. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at the USF's request at Ricoh's applicable time and material rates and terms then in effect.

EQUIPMENT TRANSFER. Any transfer of Equipment covered by this Agreement to a person other than the USF listed herein, or to a location outside of Ricoh's normal servicing area, will exclude such Equipment from the terms of the maintenance agreement. Transfer of Equipment to a different zone within Ricoh's normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.

TERMINATION OF MAINTENANCE AGREEMENT. With the exception of leases and rentals, each maintenance agreement may be terminated effective at the end of the first year, or thereafter by either party without incurring any liability to the other party as a result of such termination, provided thirty (30) days advance written notice of termination is given to the other party. Notwithstanding the above, either party may terminate a maintenance agreement for failure of the other to comply with any of its terms and conditions in the event such noncompliance is not cured within thirty (30) days after the provision of notice of such noncompliance. Maintenance Service performed by Ricoh after the termination of a maintenance agreement shall be charged to the USF at Ricoh's applicable time and material rates and terms then in effect. Ricoh may suspend performance under any maintenance agreement if USF is in default or in arrears in payments to Ricoh under this or any other agreement.

This Order is subject to the terms and conditions of the Master Agreement dated _____, by and between Ricoh Americas Corporation and _____, which terms and conditions are incorporated herein by reference.

EXHIBIT 4 RICOH

ORDER AGREEMENT
TERMS AND CONDITIONS
FOR
SOFTWARE/PROFESSIONAL SERVICES

Software Installation or Service Acknowledgment and Release.
If USF requests Ricoh to install certain software or hardware products (the ("Products") on USF's computer hardware, peripherals, network hardware and network software (the "Computer"), USF acknowledges that Ricoh has no knowledge or control over the type of software currently on USF's Computer or the environment in which it operates and that some software, including the existing software on the USF's Computer, may contain configurations or algorithms which are incompatible with the Products. USF acknowledges that because of these and other factors, which are beyond the control of Ricoh, there are risks associated with the installation or service of the Products, including without limitation, the risk that data on the Computer may be damaged or deleted.
USF acknowledges that it is advisable and the sole responsibility of the USF prior to installation or service of the Products to back up all data contained on the Computer which USF, in its sole discretion, deems necessary including, without limitation, all directories, sub-directories and partitions. If any data is damaged or deleted, USF is responsible for restoring such data to the Computer.
In consideration of Ricoh agreeing to perform such installation, USF agrees for itself, its employees, agents, successors and assigns, to hereby release and forever discharge Ricoh and its employees, agents, successors and assigns from any and all claims, debts, liabilities, costs, expenses (including attorney's fees), damages, actions and causes of action of every kind and nature, in law and in equity, related to or arising from the installation, service, maintenance, function or use of the Products and the actions of any employees or agents of Ricoh related to the installation, maintenance function or use of the software or hardware.

Recruiting

If the USF either directly or indirectly hires a current or former Ricoh employee who is or was retained at USF's site, during or within six (6) months after said employee's period of assignment, USF will pay to Ricoh a placement fee of $9,500 as compensation for screening, hiring, and training costs incurred. The obligations of this paragraph shall survive any termination of this Agreement.

Pricing and Terms

Pricing and terms contained herein are based on the current business requirements and information provided to Ricoh within the request for proposal and or the analysis process. Ricoh reserves the right to negotiate pricing and terms should the circumstances and business requirements change. The period during which Ricoh shall provide Professional Services to USF shall commence on the date set forth in USF Statement of Work and unless sooner terminated pursuant to the terms hereof shall continue through the termination date in USF Statement of Work (the "Professional Services Contract Period"). If necessary, any such changes will be: (i) documented in a change order or amendment; (ii) mutually agreed to; (iii) signed by both parties; and (iv) incorporated as part of this Agreement. Ricoh may, at any time following the expiration of one year from the Commencement Date, and on an annual basis thereafter, upon notice to USF, increase the monthly charge by an amount of up to five percent (5%) of the then-current charge to cover any increase by Ricoh in the price of the labor, consumables and maintenance service.

Independent Ricoh

Ricoh agrees that at no time shall Ricoh or any employee of Ricoh during the performance under this Agreement be deemed the agent or employee of USF in any respect. Ricoh is responsible for the day-to-day supervision of and agrees to arrange directly with all its employees for all salary and other compensation. Ricoh shall provide liability insurance covering damages caused or contributed to by its employees, all worker's compensation, medical coverage and any other similar items required by law, regulation or employment agreement. USF retains the right to request, for reasonable cause, the removal and or relocation of any Ricoh employee from performing services under this Agreement.

Termination and Remedies

The Professional Services Contract Period may not be terminated by either party except as expressly provided herein:

(a) Termination by Ricoh.

(1) Upon the occurrence of a USF Event of Default, as hereinafter defined, Ricoh shall have the right to exercise any one or more of the following remedies: (i) terminate the Professional Services Contract Period and immediately terminate all Professional Services under the Agreement; and (ii) pursue any other available remedy at law or in equity. In the event Ricoh terminates the Professional Services prior to the end of the Professional Services Contract Period by reason of the occurrence of a USF Event of Default, USF will reimburse Ricoh for any rebates, incentives of funding provided by Ricoh and shall pay Ricoh an amount equal to the Monthly Minimum Charge multiplied by the number of months remaining in the Professional Services Contract Period, not to exceed six (6) months as Early Termination Charges.

(2) For purposes hereof, each of the following occurrences shall constitute a "USF Event of Default": (i) USF fails to make timely payment of any amount due hereunder, and default continues for a period of ten (10) days after receipt of written notice of such default by USF; (ii) USF breaches any other term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such default by USF; (iii) USF files a petition in bankruptcy, or is adjudicated a bankrupt, or a petition in bankruptcy is filed against USF and not discharged within (30) thirty-days, or USF becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or a receiver is appointed for it assets or its business.

(b) Termination by USF. USF may terminate any Statement of Work upon thirty (30) days prior written notice.

(c) Termination Obligations. Upon termination of the Professional Services Contract Period by USF or Ricoh, USF shall remain obligated and shall continue to pay to Ricoh any charges for Equipment through the end of the Professional Services Contract Period as if the Professional Services Contract Period had not been terminated, whether USF retains the Equipment or not. Termination of the Professional Services Contract Period by USF or Ricoh shall not relieve USF of its obligation to pay to Ricoh any amounts due for Professional Services rendered prior to the effective date of termination.

This Order is subject to the terms and conditions of the Master Agreement dated _____, by and between Ricoh Americas Corporation and _____, which terms and conditions are incorporated herein by reference.

RICOH

Schedule A

List of USF Companies, Authorized Users, and Potential Authorized Users;

University of South Florida; all campus currently in operation and those that will open during the contract term. All colleges, schools, departments, institutes, agencies, center, administrative and service offices and medical or health locations, directly or indirectly under of South Florida umbrella or influence.

Furthermore any "Florida Interlocal" group and/or public agency including but not limited to: State government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, an independently elected county officer, any agency of the United States Government, a federally recognized Native America tribe, and any similar of any other state of the United States.

Also, the same may apply to similar groups outside USF of Florida, by private groups, and any corporations that the USF COMPUTER STORE gives theirs express consent for use.

Schedule B

Products and Pricing

Reference attached Ricoh Pricing Spreadsheet.

- Ricoh shall be the primary preferred vendor relationship on ALL PRODUCTS for USF to the extent Ricoh can provide the copying/faxing/printing/software/integrated digital solutions that provides the preferred requirements of USF's end users. _If Ricoh cannot meet such requirements, in the sole discretion of USF's end users, alternate sources of Products may be used. With regard to currently installed non-Ricoh brands of copiers, faxes, printers, software, integrated digital solutions, professional services, USF shall endeavor to replace same as necessary as current rental and lease agreements expire, or as USF owned Equipment is replaced with Ricoh brands of Equipment through USF purchase(s). Nothing in this paragraph shall be construed to create an exclusive relationship.

EXHIBIT 5

Current Rebate Program / As of June 2008.

Amendment No. 1

THIS AMENDMENT, effective as of the date signed in the Master Resale Agreement, is by and between the University of South Florida Board of Trustees ("USF") and Ricoh Americas Corporation ("Ricoh") and amends Contract # USF-1972-40 (the "Contract").

WHEREAS USF entered into the above referenced Contract with Ricoh for the provisioning of copying, faxing, printing, software, integrated digital solutions as well as Maintenance, and Supplies; and

WHEREAS USF desires to modify the terms of the Contract; and

WHEREAS Ricoh desires to continue providing office equipment, maintenance, supplies, and services under the Contract as hereby amended.

NOW THEREFORE, in consideration of the mutual promises contained below and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.1 Definitions

The following additional terms are also defined:

a. "Customer" means USF or other entity that will order products directly from the "Contractor" which is Ricoh under the Contract.

b. "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

c. "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

1.2 Purchase Orders

Ricoh shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract number, shall be placed by the Customer directly with Ricoh, and shall be deemed to incorporate by reference the Contract and the terms and conditions. Any discrepancy between the Contract terms and the terms stated on Ricoh's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. Leases for USF are only valid when Purchase Orders are generated and delivered by and from the USF Purchasing Department. All USF Purchase Orders will reference this agreement and any identification or contract number given by USF.

1.3 Product Version

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and Ricoh is willing to provide such model or version.

1.4 Price Changes

The following provisions may apply.

a. Quantity Discounts. Ricoh may offer additional discounts for one time delivery of large single orders. USF may receive additional price concessions on bulk or quantity purchases of any products offered under the Contract.

b. Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by Ricoh for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

c. Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Ricoh may conduct sales promotions involving price reductions for a specified lesser period. Ricoh shall submit to the Customer documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Upon approval, Ricoh shall provide conspicuous notice of the promotion.

d. Trade-In. Customers may trade-in existing equipment when making purchases from the Contract of which there will be no cost for said removal. The removal of USF owned equipment must be approved by the USF Property Department and documentation must be given to Ricoh before any equipment will be removed from USF. Once the equipment release forms are given to Ricoh, then USF will not hold Ricoh liable for said equipment and the de-manufacturing of the equipment.

e. Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond Ricoh's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects Ricoh that continued performance of the Contract would result in a substantial loss.

1.5 Transaction Fee

Ricoh has entered into a separate Rebate Agreement with USF, and said agreement has been made part of this Master Resale Agreement as EXHIBIT 5. If other eligible groups outside of the direct oversight of USF, or groups that have been given expressed permission by the USF Computer Store, purchase, lease, or "piggy-back" from this agreement, then the USF Computer Store shall receive a 2 % rebate on all net sales of Hardware. USF will not receive credit for additional items such as service, parts, supplies, lease payments, network fees, professional service fees or any item or fee charged beyond the net sales price of the physical hardware sold. This 2% rebate will be administered just as and in the same sequence as the direct groups of USF.

1.6 Packaging and Shipping

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property. Furthermore, there will be no standard delivery or removal fees for equipment acquired through this agreement during the initial term of this agreement. If there should be an exception from a

standard delivery that would require extra curricular delivery equipment or means such as forklift, crane, sling, stair-climber, window removing, etc., then reasonable pass through charges could be accessed or USF could make such arrangements under its own means and liability.

1.7 Manufacturer's Name and Approved Equivalents

Unless otherwise specified, Ricoh name, trade name, brand name, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, Ricoh may provide any product that meets or exceeds the applicable specifications. Ricoh shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

1.8 Inspection at Ricoh's Site

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of Ricoh to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

1.9 Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida or local government inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

1.10 Americans with Disabilities Act

Ricoh should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

1.11 Literature

Upon request, Ricoh shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

1.12 Transportation and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. Ricoh, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Ricoh suspension.

1.13 Installation

Where installation is required, Ricoh shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Ricoh's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used

in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Ricoh shall protect the site from damage and shall repair damages or injury caused during installation by Ricoh or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, Ricoh shall promptly restore the structure or site to its original condition. Ricoh shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

1.14 Risk of Loss

Until acceptance, risk of loss or damage shall remain with Ricoh. Ricoh shall be responsible for filing, processing, and collecting all damage claims. To assist Ricoh with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and Ricoh; and provide Ricoh with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Ricoh shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with Ricoh. Rejected product not removed by Ricoh within ten days shall be deemed abandoned by Ricoh, and the Customer shall have the right to dispose of it as its own property. Ricoh shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

1.15 Invoicing and Payment

Invoices shall contain the Contract number, purchase order number, and the appropriate Ricoh identification number. USF may require any other information from Ricoh that USF deems necessary to verify any purchase order placed under the Contract.

At the customer's option, Ricoh may be required to invoice electronically pursuant to guidelines of the USF Computer Store and or the USF Purchasing Department.

Payment shall be made in accordance with the Terms and Conditions of the Master Resale Agreement. Invoices that must be returned to Ricoh due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve Ricoh of its obligations to other Customers.

1.16 Taxes

USF does not pay Federal excise or sales taxes on direct purchases of tangible personal property. USF will not pay for any personal property taxes levied on Ricoh or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

1.17 Non Appropriation of Funds

USF's continuing performance and obligations to pay under this Agreement or any Order that has a term greater than one year is subject to and contingent on annual appropriations from the legislature of the State of Florida. For purposes of this paragraph, a 'non-appropriation' shall include a reduction of USF general legislative appropriation by greater than 5 percent in any one year. In such an event, USF may terminate this Agreement and any Orders upon thirty days written notice. This section shall retain precedence over the terms of any Order.

1.18 Limitation of Liability

For all claims against Ricoh under any individual purchase order, and regardless of the basis on which the claim is made, Ricoh's liability under a purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the purchase order, or two times the charges rendered by Ricoh under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires Ricoh to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. USF and Customer may, in addition to other remedies available to them at law or equity and upon notice to Ricoh, retain such monies from amounts due Ricoh as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. USF may set off any liability or other obligation of Ricoh or its affiliates to USF against any payments due Ricoh under any contract with USF.

1.19 Suspension of Work

The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of USF to do so. The Customer shall provide Ricoh written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Ricoh shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by Ricoh, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle Ricoh to any additional compensation.

1.20 Termination for Cause

In addition to termination provisions in the Master Agreement, the Customer may terminate the Contract if Ricoh fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Ricoh shall continue work on any work not terminated. Except for defaults of sub contractors at any tier, Ricoh shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of Ricoh. If the failure to perform is caused by the default of a sub contractor at any tier, and if the cause of the default is completely beyond the control of both Ricoh and the sub contractor, and without the fault or negligence of either, Ricoh shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for Ricoh to meet the required delivery schedule. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

1.21 Force Majuro, Notice of Delay, and No Damages for Delay

Ricoh shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Ricoh or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Ricoh's control, or for any of the foregoing that affect sub contractors or suppliers if no alternate source of supply is available to Ricoh. In case of any delay Ricoh believes is excusable, Ricoh shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates

or will create the delay first arose, if Ricoh could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date Ricoh first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE RICOH'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. Ricoh shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Ricoh shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to USF or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from Ricoh, provided that Ricoh grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by Ricoh for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

1.22 Scope Changes

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of Ricoh, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

1.23 Advertising

Ricoh shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or USF as a reference, or otherwise linking Ricoh's name and either a description of the Contract or the name of USF or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract.

1.24 Assignment

Ricoh shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, Ricoh assigns to USF any and all claims it has with respect to the Contract under the antitrust laws of the United States and USF. In the event of any assignment, Ricoh remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Ricoh of its intent to do so.

1.25 Dispute Resolution

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on Ricoh. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, Ricoh files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to Ricoh's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Ricoh's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Hillsborough County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

1.26 Employees, Subcontractors, and Agents

All Ricoh employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Ricoh shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. USF may conduct, and Ricoh shall cooperate in, a security background check or otherwise assess any employee, subcontractors, or agent furnished by Ricoh. USF may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve Ricoh of its obligation to perform all work in compliance with the Contract. USF may reject and bar from any facility for cause any of Ricoh's employees, subcontractors, or agents.

1.27 Security and Confidentiality

Ricoh shall comply fully with all security procedures of USF and Customer in performance of the Contract. Ricoh shall not divulge to third parties any confidential information obtained by Ricoh or its agents, distributors, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of USF or Customer. Ricoh shall not be required to keep confidential information or material that is publicly available through no fault of Ricoh, material that Ricoh developed independently without relying on USF's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, Ricoh shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

1.28 Ricoh Employees, Subcontractors, and Other Agents

The Customer and USF shall take all actions necessary to ensure that Ricoh's employees, subcontractors and other agents are not employees of USF. Such actions include, but are not limited to, ensuring that Ricoh's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than USF of Florida.

1.29 Insurance Requirements

During the Contract term, Ricoh at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Ricoh. Upon request, Ricoh shall provide certificate of insurance. The limits of coverage under each policy maintained by Ricoh shall not be interpreted as limiting Ricoh's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

1.30 Warranty of Authority

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

1.31 Warranty of Ability to Perform

Ricoh warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Ricoh's ability to satisfy its Contract obligations. Ricoh shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.32 Notices

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the person who signed this contract on behalf of USF. Notices to Ricoh shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

1.33 Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and Ricoh. The Contract may only be modified or amended upon mutual written agreement of the Customer and Ricoh. No oral agreements or representations shall be valid or binding upon the Customer or Ricoh. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. Ricoh may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Ricoh's order or fiscal forms or other documents forwarded by Ricoh for payment. The Customer's acceptance of product or processing of documentation on forms furnished by Ricoh for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

University of South Florida
Agreement Renewal

Amendment No. 5

By and Between Ricoh Americas Corporation and the University of South Florida Board of Trustees

This Amendment No. 4, entered into this 6th day of April, 2016 shall amend and modify the Master Resale Agreement ("Agreement") by and between the University of South Florida Board of Trustees, a public body corporate acting for the University of South Florida and its component colleges, departments and divisions ("USF"), and Ricoh USA, a Delaware Corporation ("Ricoh").

WHEREAS, USF and Ricoh have previously entered into the Agreement as of April 7, 2009 for the provisioning of copying, faxing, printing, software, integrated digital solutions as well as maintenance and supplies; and

WHEREAS, the parties executed Amendment No. 1 which modified the terms of the Agreement on April 7, 2009; and

WHEREAS, the parties executed Amendment No. 2 which incorporated elements of the USF Invitation to Negotiate #9-13-G including section 3 of Amendment No. 2 which contemplates the option of two (2) additional one (1) year periods under the same terms, conditions and pricing if such is deemed by the University to be advisable and advantageous; and

WHEREAS, the parties executed Amendment No. 3 which modified the terms of the Agreement on April 3, 2014 extending agreement to April 7, 2015; and

WHEREAS, the parties executed Amendment No. 4 which modified the terms of the Agreement on February 11, 2015 extending agreement to April 7, 2016; and

NOWTHEREFORE, by the authorized signatures below the parties agree to the recitals above and agree as follows:

1. The parties hereby agree to renew the Agreement for the second of its two optional one year renewals. The term shall now continue from April 8, 2016 to April 7, 2017.

2. All other terms and conditions of the Agreement (as amended by Amendments #1, #2, #3 and #4), remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

University of South Florida Board of Trustees	Ricoh USA
Signed by: _____	Signed: William Batrow
Print: _____	Print: William Batrow
Title: Interim Director Purchasing Services	Title: VP Sales
Date: April 15, 2016	Date: 4/7/16

CITY OF COCOA

REFINANCED QUOTE

** This is a quote only. Final Refinance approval must be obtained from RFS **

****** Open Invoices should not be deducted unless customer is approved for special payment term ****

BUYOUT VALID FOR 30 DAYS ONLY

**** ALL PREVIOUS REFINANCED QUOTES ARE NOT VALID ****

Quote Date : 2/8/2017 BY: RFS Buyouts (DW / MVD) ***** Customer responsible for invoices billed through ***** 3/8/2017

SHIP TO NAME	LOCATION	CONTRACT NBR	SERIAL #	equipment	INSTALL DATE	TERM	TERM DT	PAYS REMAIN	NXT INV DT	HDWR PAY AMT	OPEN LEASE INVOICE AMOUNTS (See Tab)	Mons in field @ Nov 2020	NEW HARWARE TOTAL PAYMENT	EQUIPMENT	Cost Per Copy Black & White	Cost Per Copy - Color	Serv. Coverage		
CITY OF COCOA	Community Services	TBD	TBD	WIDE FORMAT 2201	3/31/2017	44	1-Dec-20	NEW			0.00	44	248.28	WIDE FRMT	0.033	0.045	Bronze	Labor, Parts.	
CITY OF COCOA	Dyal Water Plant	200-3001490-100	W512LB00055	MPC4502	3/31/2017	44	1-Dec-17	9	14-Feb-17	141.10	282.20	44	170.79	MPC4504	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Leisure Services	200-3001501-100	W512LB00019	MPC 4502	3/31/2017	44	1-Dec-17	9	14-Feb-17	130.40	130.40	44	170.79	MPC4504	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Customer Service - Cashier	200-3001847-100	W912P902586	MP301SPF	3/31/2017	44	1-Dec-17	9	14-Feb-17	36.00	36.00	44	62.77	MP401SPF	0.0099	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Police Department - CID	200-3001966-100	W512LB01035	MP C4502	3/31/2017	44	1-Jan-18	10	14-Feb-17	130.40	130.40	44	170.79	MPC4504	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	EOC			MPC 306SPF		44					0.00	44	63.61	MPC306	0.0125	0.065	Silver	Labor, Parts, Toner.	No Finisher.
CITY OF COCOA	Finance	200-3016377-100	W533L701070	AFMP5002SP		60	1-Oct-18	19	14-Feb-17	214.29	214.29	87	123.99	MP5002	0.0045	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Customer Service	200-3016378-100	W533L701054	AFMP5002SP	8/13/2013	60	1-Oct-18	19	14-Feb-17	214.29	214.29	87	123.99	MP5002	0.0045	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	City Clerk	200-3016379-100	V5020900056	RICOH PRO 907EX	8/29/2013	60	1-Oct-18	19	14-Feb-17	765.45	765.45	87	440.52	PRO907	0.039	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Community Services	200-3016380-100	E233C500072	MP C6502SP	8/22/2013	60	1-Oct-18	19	14-Feb-17	511.56	511.56	87	295.48	MPC6502	0.0049	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Human Resources	200-3016381-100	E183M710309	MP C5503 220V	9/5/2013	60	1-Oct-18	19	14-Feb-17	303.30	303.30	86	175.22	MPC 5503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Information Technology	200-3016382-100	E173M610178	MP C4503 220V	8/27/2013	60	1-Oct-18	19	14-Feb-17	224.96	224.96	87	128.03	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Public Works - Admin	200-3018115-100	E173M860420	MP C4503 220V	9/25/2013	60	1-Oct-18	19	14-Feb-17	151.10	151.10	86	90.73	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Police Department - Squad	200-3023224-100	E173M911091	MP C4503 220V	11/14/2013	60	1-Dec-18	21	14-Feb-17	114.68	114.68	84	75.98	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Sellers - Administration	200-3023226-100	E173M910577	MP C4503 220V	11/14/2013	60	1-Dec-18	21	14-Feb-17	117.69	117.69	84	77.89	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	WFO - First Floor	200-3023227-100	E173M911118	MP C4503 220V	11/14/2013	60	1-Dec-18	21	14-Feb-17	157.45	157.45	84	103.23	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	WFO - Maintenance	200-3023228-100	W913P900899	MP301SPF	11/19/2013	60	1-Dec-18	21	14-Feb-17	33.72	33.72	84	24.36	MP 301	0.0099	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	WFO - Warehouse	200-3023229-100	W913P902288	MP301SPF	11/19/2013	60	1-Dec-18	21	14-Feb-17	33.72	33.72	84	24.36	MP 301	0.0099	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Police Department - Records	200-3023236-100	E173M911358	MP C4503 220V	11/14/2013	60	1-Dec-18	21	14-Feb-17	165.86	165.86	84	108.13	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Police Department - CRU	200-3044126-100	W794P506714	MPC305SPF	6/30/2014	60	1-Jul-19	28	14-Feb-17	40.01	42.57	77	37.43	MPC 305	0.0125	0.065	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Sellers	200-3044127-100	W794P506528	MPC305SPF	6/30/2014	60	1-Jul-19	28	14-Feb-17	40.01	42.57	77	36.6	MPC 305	0.0125	0.065	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Sellers - Electricians	200-3044128-100	W914P403000	MP301SPF	6/19/2014	60	1-Jul-19	28	14-Feb-17	27.82	29.60	77	26.32	MP 301	0.0099	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Police Department - Dispatch	200-3044129-100	W914P403007	MP301SPF	6/19/2014	60	1-Jul-19	28	14-Feb-17	27.82	29.60	77	26.32	MP 301	0.0099	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	WFO - Administration	200-3074854-100	E175M161578	MP C4503 220V	3/24/2015	60	1-Apr-20	37	14-Feb-17	141.17	149.30	68	160.65	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Customer Service - Billing	200-3074857-100	E175M161596	MP C4503 220V	3/24/2015	60	1-Apr-20	37	14-Feb-17	141.15	149.28	68	160.65	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Police Department - Chief	200-3074859-100	W795P100102	MPC305SPF	3/17/2015	60	1-Apr-20	37	14-Feb-17	42.40	44.80	68	48.94	MPC 305	0.0125	0.065	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Public Works - Fleet	200-3074860-100	W795P100056	MPC305SPF	3/17/2015	60	1-Apr-20	37	14-Feb-17	42.40	44.80	68	47.44	MPC 305	0.0125	0.065	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	City Manager	200-3081035-100	E174MA11667	MP C4503 220V	3/24/2015	60	1-Apr-20	37	14-Feb-17	141.17	149.30	68	163.83	MP C4503	0.0059	0.045	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Fire Station 1 - Fire Admin	200-3090050-100	W795P401559	MPC305SPF	7/9/2015	60	1-Aug-20	41	14-Feb-17	39.83	42.10	64	49.95	MP C305	0.0125	0.065	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Fire Station 1 - Admin	200-3090051-100	G175R331029	MP 4054SP WITH SPDF T	7/9/2015	60	1-Aug-20	41	14-Feb-17	117.57	117.57	64	144.64	MP 4054	0.0059	n/a	Gold	Labor, Parts, Toner, Staples	
CITY OF COCOA	Purchasing	200-3107268-100	T605H600588	RICOH MP401SPF	11/24/2015	60	1-Dec-20	45	14-Feb-17	36.76	38.83	60	50.83	MP 401	0.0099	n/a	Gold	Labor, Parts, Toner, Staples	
								Current MonthlyCost		$4,284.08	4,467.39		3632.54						
								NEW Monthly COST		3,632.54									

Legislation Details (With Text)

File #:	17-108	**Version:**	1	**Name:**	February, 2017 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/1/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 02/28/2017.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.16 thru 02.28.17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	March 1, 2017
Agenda Date:	March 28, 2017
Prepared By:	Sonja D. Hamilton-Suarez, Purchasing/Contract Manager
Through:	Teri Butler, CGFO, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2016 to 02/28/2017**.**

BACKGROUND:

The following reports for the period October 01, 2016 through February 28, 2017 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

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None. Information only.

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Purchase Order Approvals 10-01-16 thru 02-28-17

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 36

City Manager = 23

City of Cocoa CRA Board = 0

City Council = 13

Purchase Order Approvals 10-01-16 thru 02-28-17
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68897	10/12/2016	Pace Analytical Services, Inc.	$ 41,310.00	10/10/2016	John A. Titkanich, Jr. AICP
68908	10/12/2016	H&H Liquid Sludge Disposal Inc.	$ 50,000.00	10/10/2016	John A. Titkanich, Jr. AICP
69039	10/19/2016	Garganese, Weiss & D'Agresta	$ 50,000.00	10/18/2016	Matthew J. Fuhrer (Acting)
69126	10/27/2016	Cardno, Inc.	$ 42,715.00	10/26/2016	John A. Titkanich, Jr. AICP
69171	10/31/2016	CDM Smith Inc.	$ 49,000.00	10/28/2016	John A. Titkanich, Jr. AICP
69268	11/4/2016	Insource Software Solutions	$ 38,645.58	11/2/2016	John A. Titkanich, Jr. AICP
69292	11/7/2016	Odyssey Manufacturing	$ 43,000.00	11/4/2016	John A. Titkanich, Jr. AICP
69314	11/8/2016	Lisa Cullen, Tax Collector	$ 36,000.00	11/8/2016	John A. Titkanich, Jr. AICP
69349	11/15/2016	Fausnight Stripe & Line	$ 39,984.70	11/10/2016	John A. Titkanich, Jr. AICP
69425	11/28/2016	Quentin L. Hampton Asociates	$ 38,485.00	11/18/2016	Matthew J. Fuhrer (Acting)
69427	11/28/2016	Bussen Mayer Engineering	$ 39,476.80	11/18/2016	Matthew J. Fuhrer (Acting)
69429	11/28/2016	Fort Bend Services, Inc.	$ 40,662.00	11/18/2016	Matthew J. Fuhrer (Acting)
69432	11/28/2016	CDM Smith Inc.	$ 44,600.00	11/22/2016	John A. Titkanich, Jr. AICP
69464	11/30/2016	Water Resource Associates	$ 49,500.00	11/29/2016	John A. Titkanich, Jr. AICP
69619	12/27/2016	Ring Power Corporation	$ 37,061.00	12/21/2016	John A. Titkanich, Jr. AICP
69656	12/28/2016	Burnett Lime Company Inc.	$ 49,500.00	12/27/2016	John A. Titkanich, Jr. AICP
69701	1/4/2017	Ring Power Corporation	$ 40,066.70	1/4/2017	John A. Titkanich, Jr. AICP
69708	1/4/2017	Architects RZK Inc.	$ 36,441.85	12/30/2016	Matthew J. Fuhrer (Acting)
69795	1/18/2017	Quentin L. Hampton Associates	$ 35,200.00	1/18/2017	John A. Titkanich, Jr. AICP
69797	1/18/2017	Graybar Electric	$ 39,706.08	1/18/2017	John A. Titkanich, Jr. AICP
69827	1/24/2017	Underwater Solutions	$ 42,324.00	1/23/2017	Matthew J. Fuhrer (Acting)
69828	1/24/2017	Trane (Maitland)	$ 48,000.00	1/23/2017	Matthew J. Fuhrer (Acting)
69957	2/9/2017	Atlantic Development	$ 40,140.80	2/9/2017	John A. Titkanich, Jr. AICP

23 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-16 thru 02-28-17
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 3/1/2017

Purchase Order Approvals 10-01-16 thru 02-28-17
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
68880	10/11/2016	Cutwater Asset Management Corp.	$ 37,500.00	2/23/2010	City Council
68882	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68884	10/11/2016	Carr Riggs & Ingram, LLC	$ 43,500.00	4/24/2012	City Council
68886	10/11/2016	Garganese, Weiss & D'Agresta	$ 35,000.00	8/29/2000	City Council
68983	10/17/2016	Florida Power & Light Miami	$ 35,000.00	9/27/2016	City Council
69033	10/19/2016	FL Dept of Corrections	$ 43,122.75	10/27/2015	City Council
69050	10/20/2016	Quentin L. Hampton Associates	$ 36,498.00	7/26/2016	City Council
69150	10/31/2016	Universal Steel of America, Inc.	$ 39,069.00	4/12/2016	City Council
69356	11/15/2016	DBI Demolition	$ 46,938.70	10/25/2016	City Council
69420	11/28/2016	United Self Insured Services	$ 49,000.00	9/27/2016	City Council
69651	12/27/2016	Tech Systems, Inc.	$ 48,900.00	10/11/2016	City Council
69653	12/27/2016	Glover Oil Company	$ 36,750.00	7/8/2014	City Council
69955	2/9/2017	CDM Smith Inc.	$ 39,180.00	12/8/2015	City Council

13 **Purchase Order Approved by City Council**

Prepared by Purchasing 3/1/2017

Legislation Details (With Text)

File #:	17-115	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/6/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget by Classification Report February 2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2017
Agenda Date: March 28, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending February 2017 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.
   - Estimated - represents either the current period or year to date prorated budget

- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2017 Budget by Classification Report - Summary Listing

Through 2/28/2017

Target for February is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,052,116		$ 4,951,737.88	$ 2,100,378.12	70%
OTHER PERMITS AND FEES	$ 3,412,358		$ 1,825,898.27	$ 1,586,459.73	54%
INTERGOVERNMENTAL	$ 3,228,830		$ 735,265.39	$ 2,493,564.61	23%
CHARGES FOR SERVICES	$ 11,159,533		$ 4,408,780.92	$ 6,750,752.08	40%
FINES AND FORFEITURES	$ 24,000		$ 5,671.24	$ 18,328.76	24%
MISCELLANEOUS	$ 803,618		$ 248,371.66	$ 555,246.34	31%
OTHER SOURCES (NON-REVENUE)	$ 22,708,501		$ 12,193,859.10	$ 10,514,641.90	54%
REVENUE TOTALS	**$ 48,388,956**		**$ 24,369,584.46**	**$ 24,019,371.54**	**50%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,807,133	$ 4,945.80	$ 7,608,572.10	$ 13,193,615.10	37%
OPERATING EXPENDITURES	$ 10,923,950	$ 2,740,371.74	$ 3,350,738.65	$ 4,832,839.61	56%
CAPITAL OUTLAY	$ 4,004,466	$ 1,871,723.02	$ 757,206.55	$ 1,375,536.43	66%
GRANTS, AIDS AND OTHER	$ 12,653,407	$ -	$ 10,679,054.34	$ 1,974,352.66	84%
EXPENSE TOTALS	**$ 48,388,956**	**$ 4,617,040.56**	**$ 22,395,571.64**	**$ 21,376,343.80**	56%
REVENUE TOTALS	**$ 48,388,956**	**$ -**	**$ 24,369,584.46**	**$ 24,019,371.54**	**50%**
EXPENSE TOTALS	**$ 48,388,956**	**$ 4,617,040.56**	**$ 22,395,571.64**	**$ 21,376,343.80**	**56%**
	$ -	**$ (4,617,040.56)**	**$ 1,974,012.82**		

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	405,810	157,406.65	39	2,029,050	4,286,154.91	211	4,869,722	583,567.09
20 00	DELINQUENT TAXES	1,250	961.19	77	6,250	2,543.41	41	15,000	12,456.59
25 00	PENALTIES RE: TAXES	416	964.01	232	2,080	5,278.64	254	5,000	278.64-
30 00	TAX CERTIFICATES	16,666	.00		83,330	.00		200,000	200,000.00
311 **	AD VALOREM	424,142	159,331.85	38	2,120,710	4,293,976.96	203	5,089,722	795,745.04
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	29,166	58,556.35	201	145,830	119,907.30	82	350,000	230,092.70
312 **	SALES USE AND FUEL TAXES	29,166	58,556.35	201	145,830	119,907.30	82	350,000	230,092.70
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	82,402	78,827.83	96	412,010	324,103.47	79	988,824	664,720.53
40 00	GAS	1,722	1,027.00-	60	8,610	1,987.73	23	20,673	18,685.27
80 00	PROPANE	969	2,247.21	232	4,845	8,595.79	177	11,639	3,043.21
314 **	UTILITY SERVICE TAX	85,093	80,048.04	94	425,465	334,686.99	79	1,021,136	686,449.01
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	35,104	32,651.26	93	175,520	55,358.95	32	421,258	365,899.05
315 **	COMMUNICATION SERVICE TAX	35,104	32,651.26	93	175,520	55,358.95	32	421,258	365,899.05
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	7,307.93	52	70,830	147,807.68	209	170,000	22,192.32
316 **	LOCAL BUSINESS TAX	14,166	7,307.93	52	70,830	147,807.68	209	170,000	22,192.32
310 ***	TAXES	587,671	337,895.43	58	2,938,355	4,951,737.88✓	169	7,052,116✓	2,100,378.12✓
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	20,833	9,577.50	46	104,165	232,555.24	223	250,000	17,444.76
10 00	TRAINING SURCHARGE	58	.00		290	712.76	246	700	12.76-
322 **	BUILDING PERMITS	20,891	9,577.50	46	104,455	233,268.00	223	250,700	17,432.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	66,587	48,104.17	72	332,935	119,359.55	36	799,054	679,694.45
40 00	GAS	1,846	1,541.00-	84	9,230	1,026.42	11	22,158	21,131.58
70 00	SOLID WASTE	14,703	15,236.80	104	73,515	76,309.12	104	176,446	100,136.88
323 **	FRANCHISE FEES	83,136	61,799.97	74	415,680	196,695.09	47	997,658	800,962.91
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	166,250	88,789.93	53	831,250	1,384,028.85	167	1,995,000	610,971.15

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	666	425.77	64	3,330	753.76	23	8,000	7,246.24
12 03	PENALTIES	83	120.62	145	415	351.26	85	1,000	648.74
12 04	TAX CERTIFICATES	12,500	.00		62,500	.00		150,000	150,000.00
12 *	SERVICE	179,499	89,336.32	50	897,495	1,385,133.87	154	2,154,000	768,866.13
325 **	SPECIAL ASSESSMENT	179,499	89,336.32	50	897,495	1,385,133.87	154	2,154,000	768,866.13
329	OTHER PERMITS & FEES								
00 00	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
10 00	REPOSITORY FEES	0	.00		0	.00		0	.00
20 00	BUILDING PLANS REVIEW FEE	0	.00		0	.00		0	.00
25 00	PLANNING AND ZONING	833	2,425.00	291	4,165	10,801.31	259	10,000	801.31-
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	833	2,425.00	291	4,165	10,801.31	259	10,000	801.31-
320 ***	OTHER PERMITS & FEES	284,359	163,138.79	57	1,421,795	1,825,898.27✓	128	3,412,358✓	1,586,459.73✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	20,833	.00		104,165	18,777.33	18	250,000	231,222.67
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	20,833	.00		104,165	18,777.33	18	250,000	231,222.67
20 01	RES OFFCR - CTY CONTRACT	2,650	.00		13,250	10,833.33	82	31,800	20,966.67
20 05	JAG GRANT	1,915	24,384.00	1273	9,575	24,384.00	255	22,980	1,404.00-
20 09	DOT SPEED CONTROL GRANT	0	.00		0	.00		0	.00
20 10	PROJECT SAFE NEIGHBORHOOD	0	.00		0	.00		0	.00
20 12	BULLET PROOF GRANT	1,024	.00		5,120	2,894.50	57	12,298	9,403.50
20 13	COPS-CHRP GRANT	0	.00		0	.00		0	.00
20 14	FEMA DEFIBRILLATORS	0	.00		0	.00		0	.00
20 15	VICTIMS OF CRIME ACT GRNT	5,126	.00		25,630	11,312.83	44	61,516	50,203.17
20 *	PUBLIC SAFETY	10,715	24,384.00	228	53,575	49,424.66	92	128,594	79,169.34
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	76,083	.00		380,415	216,457.47	57	913,000	696,542.53
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	107,631	24,384.00	23	538,155	284,659.46	53	1,291,594	1,006,934.54
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	2,916	.00		14,580	.00		35,000	35,000.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	2,916	.00		14,580	.00		35,000	35,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
50	02	COCOA CONSERVATION	0	.00		0	.00		0	.00
50	03	RESIDENTIAL RETROFIT	0	.00		0	.00		0	.00
50	*	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	21,271	.00		106,355	.00		255,256	255,256.00
334	**	STATE GRANT	21,271	.00		106,355	.00		255,256	255,256.00
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	38,805	39,076.13	101	194,025	117,228.39	60	465,670	348,441.61
12	20	8TH CNT MUNICIPAL GAS TAX	12,156	12,204.88	100	60,780	36,614.64	60	145,873	109,258.36
12	*	STATE REVENUE SHARING	50,961	51,281.01	101	254,805	153,843.03	60	611,543	457,699.97
14	00	MOBILE HOME LICENSES	1,666	680.23	41	8,330	13,284.59	160	20,000	6,715.41
15	00	ALCOHOLIC BEVERAGE	1,809	.00		9,045	.00		21,717	21,717.00
18	00	LOCAL GOVERNMENT 1/2 CENT	80,848	102,277.49	127	404,240	273,245.81	68	970,178	696,932.19
21	00	FIREFIGHTER SUPPLEMENTAL	0	4,230.00		0	4,230.00		0	4,230.00-
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		9,805	6,002.50	61	23,542	17,539.50
335	**	STATE SHARED REVENUES	137,245	158,468.73	116	686,225	450,605.93	66	1,646,980	1,196,374.07
337		GRANTS FROM LOCAL UNITS								
20	01	911 SURCHARGE FUNDS	0	.00		0	.00		0	.00
40	00	TRANSPORTATION	0	.00		0	.00		0	.00
40	01	FDOT JOINT PARTICIPATION	0	.00		0	.00		0	.00
40	*	TRANSPORTATION	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	01	EMS 1ST RESPONDER	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	269,063	182,852.73	68	1,345,315	735,265.39✓	55	3,228,830✓	2,493,564.61✓

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	447,865	447,866.00	100	2,239,325	2,239,330.00	100	5,374,389	3,135,059.00
31 00	ADMIN FEES STORMWATER	7,410	7,411.00	100	37,050	37,055.00	100	88,927	51,872.00
40 00	CERTIFY/COPY/SEARCH	8,333	7,235.45	87	41,665	31,442.16	76	100,000	68,557.84
90 12	PASSPORT EXECUTION FEES	863	250.00	29	4,315	2,425.00	56	10,356	7,931.00
341 **	GENERAL GOVERNMENT	464,471	462,762.45	100	2,322,355	2,310,252.16	100	5,573,672	3,263,419.84
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	600.00		0	600.00-
90 01	FALSE ALARM FEES	833	.00		4,165	3,590.00	86	10,000	6,410.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	833	.00		4,165	4,190.00	101	10,000	5,810.00
342 **	PUBLIC SAFETY	833	.00		4,165	4,190.00	101	10,000	5,810.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	33,574	35,601.92	106	167,870	142,899.83	85	402,888	259,988.17
37 11	ROCKLEDGE	21,209	21,697.55	102	106,045	87,751.85	83	254,510	166,758.15
37 12	SUN LAKE	279	285.69	102	1,395	1,151.32	83	3,357	2,205.68
37 13	COLONY PARK	150	151.94	101	750	151.94	20	1,810	1,658.06
37 16	COCOA BEACH	8,758	8,742.98	100	43,790	35,041.25	80	105,101	70,059.75
37 17	CAPE CANAVERAL	7,230	7,167.01	99	36,150	28,831.99	80	86,760	57,928.01
37 18	TITUSVILLE	315	329.56	105	1,575	1,327.97	84	3,783	2,455.03
37 *	WATER BILLING SERVICES	71,515	73,976.65	103	357,575	297,156.15	83	858,209	561,052.85
39 01	SERVICE CHARGES	33,333	54,688.37	164	166,665	129,997.94	78	400,000	270,002.06
39 03	ADMIN CHARGES	35,833	30,120.00	84	179,165	146,425.00	82	430,000	283,575.00
39 04	PENALTIES	75,000	54,278.61	72	375,000	360,883.43	96	900,000	539,116.57
39 05	NSF CHECKS	2,916	3,592.68	123	14,580	16,366.45	112	35,000	18,633.55
39 *	WATER OTHER INCOME	147,082	142,679.66	97	735,410	653,672.82	89	1,765,000	1,111,327.18
41 10	GARBAGE REVENUES	177,823	173,749.18	98	889,115	871,004.15	98	2,133,878	1,262,873.85
41 20	RECYCLING REVENUE	17,692	17,671.84	100	88,460	88,214.03	100	212,309	124,094.97
41 30	GREEN WASTE	15,130	14,936.08	99	75,650	74,648.30	99	181,563	106,914.70
41 *	GARBAGE COLLECTION	210,645	206,357.10	98	1,053,225	1,033,866.48	98	2,527,750	1,493,883.52

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								
343		PHYSICAL ENVIRONMENT								
45	10	BILLING FEE - WEST WASTE	8,058	16,137.84	200	40,290	32,262.00	80	96,697	64,435.00
45	20	SALE - RECYCLING MATERIAL	83	.00		415	1,518.37	366	1,000	518.37-
45	*	GARBAGE - OTHER REVENUE	8,141	16,137.84	198	40,705	33,780.37	83	97,697	63,916.63
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	8,364	.00		41,820	.00		100,369	100,369.00
90	*	OTHER PHYSICAL ENVIRON	12,725	.00		63,625	13,084.00	21	152,705	139,621.00
343	**	PHYSICAL ENVIRONMENT	450,108	439,151.25	98	2,250,540	2,031,559.82	90	5,401,361	3,369,801.18
347		CULTURE/RECREATION								
20	10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20	15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20	*	PARKS & RECREATION	0	.00		0	.00		0	.00
39	00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39	10	PORCHER HOUSE - REVENUES	5,000	3,193.36	64	25,000	25,147.04	101	60,000	34,852.96
39	11	TENANT MAINTENANCE FEES	166	104.57	63	830	592.72	71	2,000	1,407.28
39	20	COCOA CIVIC CENTER	4,583	1,367.52	30	22,915	21,386.53	93	55,000	33,613.47
39	21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39	30	RIVERFRONT PARK	1,416	440.00	31	7,080	5,913.85	84	17,000	11,086.15
39	*	OTHER CULTURAL SERVICES	11,165	5,105.45	46	55,825	53,040.14	95	134,000	80,959.86
40	01	COCOA VILLAGE 10% GROSS	2,083	.00		10,415	5,545.42	53	25,000	19,454.58
40	05	PERMIT FEES	208	.00		1,040	1,026.75	99	2,500	1,473.25
40	10	MARDI GRAS	0	.00		0	.00		0	.00
40	*	SPECIAL EVENTS	2,291	.00		11,455	6,572.17	57	27,500	20,927.83
50	10	EVENT FEES	833	.00		4,165	3,166.63	76	10,000	6,833.37
50	20	CONCESSION SALES	0	.00		0	.00		0	.00
50	30	ADVERTISING/SPONSORSHIPS	250	.00		1,250	.00		3,000	3,000.00
50	40	SCHOOL BOARD	0	.00		0	.00		0	.00
50	*	SPECIAL REC FACILITIES	1,083	.00		5,415	3,166.63	59	13,000	9,833.37
347	**	CULTURE/RECREATION	14,539	5,105.45	35	72,695	62,778.94	86	174,500	111,721.06
349		OTHER CHARGES FOR SERVICE								
01	00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
349		OTHER CHARGES FOR SERVICE								
349	**	OTHER CHARGES FOR SERVICE	0	.00		0	.00		0	.00
340	***	CHARGES FOR SERVICES	929,951	907,019.15	98	4,649,755	4,408,780.92✓	95	11,159,533✓	6,750,752.08✓
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
10	00	COUNTY COURT CRIMINAL	0	.00		0	.00		0	.00
50	00	800 MHZ FINES	0	.00		0	.00		0	.00
90	00	OTHER	2,000	1,406.61	70	10,000	5,671.24	57	24,000	18,328.76
351	**	JUDGMENTS AND FINES	2,000	1,406.61	70	10,000	5,671.24	57	24,000	18,328.76
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,000	1,406.61	70	10,000	5,671.24✓	57	24,000✓	18,328.76✓
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	4,588	2,563.67	56	22,940	48,557.21	212	55,062	6,504.79
20	00	DIVIDENDS	0	.00		0	1,462.77		0	1,462.77-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	57,472.34-		0	57,472.34
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	4,588	2,563.67	56	22,940	7,452.36-	33	55,062	62,514.36
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	9,313	5,223.33	56	46,565	54,159.48	116	111,760	57,600.52
362	**	RENT AND ROYALTIES	9,313	5,223.33	56	46,565	54,159.48	116	111,760	57,600.52
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	4,394.30		0	4,394.30-
10	00	GAIN/LOSS	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
20	00	INTERFUND LOANS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	0	.00		0	4,394.30		0	4,394.30-
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
365	**	SALES OF SURPLUS SCRAP	0	.00		0	.00		0	.00
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	31,250	35,920.00	115	75,000	39,080.00
10	09	POLICE/FIRE DEPTS	0	.00		0	.00		0	.00
10	10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10	12	V-COP REVENUES	0	.00		0	.00		0	.00
10	13	VISIT FLORIDA GRANT	0	.00		0	.00		0	.00
10	20	TOY DRIVE	0	.00		0	.00		0	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366	**	CONTRIBUTIONS & DONATIONS	6,250	6,250.00	100	31,250	35,920.00	115	75,000	39,080.00
367		LICENSES								
00	00	LICENSES	0	.00		0	.00		0	.00
367	**	LICENSES	0	.00		0	.00		0	.00
368		PENSION CONTRIBUTIONS								
00	00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21	00	POLICE STATE CONTRIBUTION	11,974	.00		59,870	.00		143,695	143,695.00
22	00	FIRE STATE CONTRIBUTION	10,691	.00		53,455	.00		128,299	128,299.00
368	**	PENSION CONTRIBUTIONS	22,665	.00		113,325	.00		271,994	271,994.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	7,598	2,771.13	37	37,990	44,752.87	118	91,182	46,429.13
90	01	COKE MACHINE	0	.00		0	.00		0	.00
90	02	POLICE SECURITY SERVICES	3,333	725.00	22	16,665	12,152.50	73	40,000	27,847.50
90	03	CODE ENF ABATE/DEMO REV	5,833	720.00	12	29,165	17,761.84	61	70,000	52,238.16
90	04	MISC. POLICE REVENUES	0	170.61		0	568.00		0	568.00-
90	05	INVESTIGATIVE COSTS REIM	3,791	4,774.13	126	18,955	16,050.03	85	45,500	29,449.97
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	07	FLORIDA HARDEST HIT	833	1,025.00	123	4,165	4,050.00	97	10,000	5,950.00
90	08	ATF TASK FORCE	0	.00		0	.00		0	.00
90	09	PROPERTY REGISTRATION	2,760	5,200.00	188	13,800	8,100.00	59	33,120	25,020.00
90	10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90	11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
90	99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	24,148	15,385.87	64	120,740	103,435.24	86	289,802	186,366.76
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	57,915.00		0	57,915.00-
369	**	OTHER MISC REVENUES	24,148	15,385.87	64	120,740	161,350.24	134	289,802	128,451.76
360	***	MISCELLANEOUS REVENUES	66,964	29,422.87	44	334,820	248,371.66 ✓	74	803,618 ✓	555,246.34 ✓
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	2,343	.00		11,715	.00		28,125	28,125.00
91	11	TRANSFER FROM DIAMOND SQ	0	.00		0	.00		0	.00
91	12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	2,221	.00		6,885	.00		22,437	22,437.00
91	23	STORMWATER	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	41	TRANSFER FROM CONSFICATED	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	4,564	.00		18,600	.00		50,562	50,562.00
381	**	INTERFUND TRANSFER	4,564	.00		18,600	.00		50,562	50,562.00
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS WATER REV.	454,916	454,917.00	100	2,274,580	2,274,585.00	100	5,459,000	3,184,415.00
40	01	6% CONTRIBUTION	82,826	82,827.00	100	414,130	414,135.00	100	993,919	579,784.00
40	*	CONTRIBUTIONS WATER REV.	537,742	537,744.00	100	2,688,710	2,688,720.00	100	6,452,919	3,764,199.00
382	**	CONTRIBUTIONS ENTERPRISE	537,742	537,744.00	100	2,688,710	2,688,720.00	100	6,452,919	3,764,199.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
00	00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
385		PROCEEDS REFUNDING BONDS								
00	00	PROCEEDS REFUNDING BONDS	1,108,125	.00		1,108,125	8,865,000.00	800	8,865,000	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	1,108,125	.00		1,108,125	8,865,000.00	800	8,865,000	.00
389		NON OPERATING SOURCES								
85	00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
90	00	NON OPERATING SOURCES	10,395	.00		51,975	128,492.00	247	124,744	3,748.00-
90	20	PREMIUM ON DEBT ISSUE	63,956	.00		63,956	511,647.10	800	511,648	.90
90	*	NON OPERATING SOURCES	74,351	.00		115,931	640,139.10	552	636,392	3,747.10-
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	610,807	.00		2,427,966	.00		6,703,628	6,703,628.00
99	*	BALANCE FORWARD	610,807	.00		2,427,966	.00		6,703,628	6,703,628.00
389	**	NON OPERATING SOURCES	685,158	.00		2,543,897	640,139.10	25	7,340,020	6,699,880.90
380	***	OTHER SOURCES(NON-REV)	2,335,589	537,744.00	23	6,359,332	12,193,859.10✓	192	22,708,501✓	10,514,641.90✓
FUND TOTAL		GENERAL FUND	4,475,597	2,159,479.58	48	17,059,372	24,369,584.46✓	143	48,388,956✓	24,019,371.54✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2550	2550.00	100	12750	11750.00	92	.00	30600	18850.00	38
11 **	EXECUTIVE SALARIES	2550	2550.00	100	12750	11750.00	92	.00	30600	18850.00	38
12-00	REGULAR SALARIES & WAGES	941543	801253.63	85	4707715	4069195.83	86	.00	11298648	7229452.17	36
12-06	SALARIES/CONTRACTUAL	2222	362.50	16	11110	3118.75	28	.00	26675	23556.25	12
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	5119	3482.44	68	25595	13379.58	52	.00	61451	48071.42	22
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	948884	805098.57	85	4744420	4085694.16	86	.00	11386774	7301079.84	36
13-00	OTHER SALARIES & WAGES	81544	66099.53	81	407720	340598.39	84	.00	978569	637970.61	35
13 **	OTHER SALARIES & WAGES	81544	66099.53	81	407720	340598.39	84	.00	978569	637970.61	35
14-00	OVERTIME	25445	21951.10	86	127225	241100.58	190	.00	305413	64312.42	79
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	25445	21951.10	86	127225	241100.58	190	.00	305413	64312.42	79
15-00	SPECIAL PAY	28272	27329.49	97	141360	141074.09	100	.00	339277	198202.91	42
15 **	SPECIAL PAY	28272	27329.49	97	141360	141074.09	100	.00	339277	198202.91	42
20-00	CLOTHING/SHOE ALLOWANCE	1708	55.00	3	8540	7053.62	83	.00	20530	13476.38	34
20 **	CLOTHING/SHOE ALLOWANCE	1708	55.00	3	8540	7053.62	83	.00	20530	13476.38	34
21-00	FICA TAXES	84842	68251.30	80	424210	354106.73	84	.00	1018229	664122.27	35
21 **	FICA TAXES	84842	68251.30	80	424210	354106.73	84	.00	1018229	664122.27	35
22-00	RETIREMENT CONTRIBUTIONS	50183	43117.90	86	250915	203866.81	81	.00	602287	398420.19	34
22-01	LICENSED POLICE/FIRE	163002	138606.86	85	815010	787041.82	97	.00	1956047	1169005.18	40
22-02	STATE CONTRIBUTIONS	20526	.00	0	128290	.00	0	.00	271994	271994.00	0
22-03	ICMA - CITY MANAGER	674	609.08	90	3370	3149.36	94	.00	8093	4943.64	39

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	234385	182333.84	78	1197585	994057.99	83	.00	2838421	1844363.01	35
23-00	LIFE/HEALTH INSURANCE	255739	193580.66	76	1278695	1104223.37	86	4945.80	3068992	1959822.83	36
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	255739	193580.66	76	1278695	1104223.37	86	4945.80	3068992	1959822.83	36
24-00	WORKER'S COMPENSATION	47846	47362.75	99	239230	234305.67	98	.00	574288	339982.33	41
24 **	WORKER'S COMPENSATION	47846	47362.75	99	239230	234305.67	98	.00	574288	339982.33	41
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	.00	0	.00	10000	10000.00	0
27-00	CAFETERIA PLAN	19670	18947.50	96	98350	94607.50	96	.00	236040	141432.50	40
27 **	CAFETERIA PLAN	19670	18947.50	96	98350	94607.50	96	.00	236040	141432.50	40
31-00	PROFESSIONAL SERVICES	45953	7617.58	17	229765	38933.05	17	190997.10	551450	321519.85	42
31-01	LEGAL FEES	32545	37478.19	115	162725	142714.55	88	242834.35	390550	5001.10	99
31-02	MEDICAL SERVICES	3283	.00	0	16415	3178.76	19	31963.24	39398	4256.00	89
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1093	.00	0	5465	13125.00	240	.00	13125	.00	100
31-33	EMPLOYEE HEALTH CENTER	19856	15206.58	77	99280	56185.11	57	182086.89	238272	.00	100
31 **	PROFESSIONAL SERVICES	102730	60302.35	59	513650	254136.47	50	647881.58	1232795	330776.95	73
32-00	ACCOUNTING & AUDITING	3625	.00	0	18125	23990.00	132	19510.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	18125	23990.00	132	19510.00	43500	.00	100
34-00	CONTRACT SERVICES	85613	15723.53	18	418936	441087.05	105	322540.57	1018287	254659.38	75
34-03	CUSTOMER SERVICE CONTRACT	152752	304691.20	200	763760	608060.13	80	.00	1833029	1224968.87	33
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	1932	1115.00	58	11478	5900.00	51	16725.00	25000	2375.00	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	240297	321529.73	134	1194174	1055047.18	88	339265.57	2876316	1482003.25	49

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	34430	.00	0	149581	.00	0	.00	390604	390604.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-11	SERIES 2010 GF BOND	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	13341	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	38877	.00	0	162922	.00	0	.00	390604	390604.00	0
40-00	TRAVEL & PER DIEM	3951	252.14	6	19755	10927.83	55	.00	47518	36590.17	23
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	3951	252.14	6	19755	10927.83	55	.00	47518	36590.17	23
41-00	COMMUNICATION	13920	7714.33	55	69488	50335.40	72	89977.38	166964	26651.22	84
41 **	COMMUNICATION	13920	7714.33	55	69488	50335.40	72	89977.38	166964	26651.22	84
42-00	POSTAGE & FREIGHT	33694	2044.57	6	168379	163545.19	97	212993.00	404346	27807.81	93
42 **	POSTAGE & FREIGHT	33694	2044.57	6	168379	163545.19	97	212993.00	404346	27807.81	93
43-00	ELECTRIC/WATER/SEWER	59215	5844.83	10	296075	168328.74	57	473434.29	710605	68841.97	90
43 **	ELECTRIC/WATER/SEWER	59215	5844.83	10	296075	168328.74	57	473434.29	710605	68841.97	90
44-00	RENTALS AND LEASES	14274	8069.99	57	71250	65438.14	92	88251.36	171218	17528.50	90
44 **	RENTALS AND LEASES	14274	8069.99	57	71250	65438.14	92	88251.36	171218	17528.50	90
45-00	INSURANCE	33102	.00	0	165510	186050.77	112	.00	397284	211233.23	47
45 **	INSURANCE	33102	.00	0	165510	186050.77	112	.00	397284	211233.23	47
46-00	REPAIRS & MAINTENANCE	52896	2508.13	5	267081	201951.62	76	142865.75	637402	292584.63	54
46-02	REPAIR/MAINT BUILDING	51559	32.00	0	261185	77600.28	30	403703.16	622113	140809.56	77
46-03	REPAIR/MAINT-VEHICLES	16869	4096.59	24	84345	67819.64	80	4219.56	202505	130465.80	36
46-05	HYDRANT FEES	15471	15451.56	100	77355	77257.80	100	.00	185653	108395.20	42
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46 **	REPAIRS & MAINTENANCE	136795	22088.28	16	689966	424629.34	62	550788.47	1647673	672255.19	59
47-00	PRINTING & BINDING	1600	.00	0	7980	2744.30	34	135.48	19278	16398.22	15
47 **	PRINTING & BINDING	1600	.00	0	7980	2744.30	34	135.48	19278	16398.22	15
48-00	PROMOTIONAL ACTIVITIES	4544	975.00	22	23743	13495.32	57	.00	55569	42073.68	24
48-11	BUSINESS ASSIST. PROGRAM	3750	.00	0	18750	.00	0	.00	45000	45000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	8294	975.00	12	42493	13495.32	32	.00	100569	87073.68	13
49-00	OTHER CHARGES & OBLIG.	66923	3082.40	5	222288	348673.56	157	40997.25	690793	301122.19	56
49-02	ADVERTISING	25	.00	0	125	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	20033	.00	0	100165	33977.33	34	103320.00	240406	103108.67	57
49-06	BROWNFIELD PROG CITY COST	625	.00	0	3125	.00	0	.00	7500	7500.00	0
49-07	BAD DEBT EXPENSE	12832	3949.29-	31-	64160	26501.31-	41-	.00	154000	180501.31	17-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	.00	0	9375	8000.00	85	.00	22500	14500.00	36
49 **	OTHER CHARGES & OBLIG.	102313	866.89-	1-	399238	364149.58	91	144317.25	1115499	607032.17	46
52-00	OPERATING SUPPLIES	83089	5473.91	7	426611	418955.12	98	111148.26	1008334	478230.62	53
52-02	UNIFORMS	1545	36.00	2	7725	4646.90	60	7164.37	18550	6738.73	64
52-05	EMS 1st RESP-CONSUM SUPP	3098	1916.29	62	15490	17076.75	110	13074.38	37183	7031.87	81
52-07	JANITORIAL SUPPLIES	2096	1326.09	63	10480	8300.05	79	.00	25170	16869.95	33
52-10	HEATING FUEL	103	286.88	279	515	371.95	72	868.05	1240	.00	100
52-30	FUEL, OIL & LUBRICANTS	19281	13146.88	68	96405	59407.47	62	.00	231422	172014.53	26
52-33	EMPLOYEE HEALTH CENTER	4769	7699.30	161	23845	27492.60	115	29739.40	57232	.00	100
52 **	OPERATING SUPPLIES	113981	29885.35	26	581071	536250.84	92	161994.46	1379131	680885.70	51

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	7833	.00	0	39165	1372.10	4	11944.40	94000	80683.50	14
53 **	ROAD MATERIALS/SUPPLIES	7833	.00	0	39165	1372.10	4	11944.40	94000	80683.50	14
54-00	MEMBERSHIP/PUBLICATIONS	2628	434.00	17	13116	14287.45	109	.00	31601	17313.55	45
54 **	MEMBERSHIP/PUBLICATIONS	2628	434.00	17	13116	14287.45	109	.00	31601	17313.55	45
55-00	TRAINING	6862	35.00	1	34410	16010.00	47	315.00-	82549	66854.00	19
55-01	EDA PROGRAM	1041	.00	0	5205	.00	0	193.50	12500	12306.50	2
55 **	TRAINING	7903	35.00	0	39615	16010.00	40	121.50-	95049	79160.50	17
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	1299-	.00	0	15769	.00	0	.00	6683	6683.00	0
61 **	LAND	1299-	.00	0	15769	.00	0	.00	6683	6683.00	0
62-00	BUILDINGS	21661	.00	0	108305	160006.49	148	88835.30	259936	11094.21	96
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	21661	.00	0	108305	160006.49	148	88835.30	259936	11094.21	96
63-00	INFRASTRUCTURE	236990	4257.77	2	1131592	487634.13	43	1204405.64	2790532	1098492.23	61
63 **	INFRASTRUCTURE	236990	4257.77	2	1131592	487634.13	43	1204405.64	2790532	1098492.23	61
64-00	MACHINERY AND EQUIPMENT	77771	26870.61	35	386863	93567.93	24	578482.08	931317	259266.99	72
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	77771	26870.61	35	386863	93567.93	24	578482.08	931317	259266.99	72

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
68-10	SFTWR & OTHER INTANGIBLES	1573	4313.00	274	4995	15998.00	320	.00	15998	.00	100
68 **	INTANGIBLE ASSETS	1573	4313.00	274	4995	15998.00	320	.00	15998	.00	100
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	1241007	.00	0	1241007	9928053.34	800	.00	9928054	.66	100
73 **	OTHER DEBT SVC COSTS	1241007	.00	0	1241007	9928053.34	800	.00	9928054	.66	100
81-00	AIDS TO GOVT AGENCY	62583	.00	0	312915	751001.00	240	.00	751003	2.00	100
81 **	AIDS TO GOVT AGENCY	62583	.00	0	312915	751001.00	240	.00	751003	2.00	100
82-01	ECON DEV INCENTIVE CONTR	105666	.00	0	528330	.00	0	.00	1268000	1268000.00	0
82 **	AID PRIVATE ORGANIZATION	105666	.00	0	528330	.00	0	.00	1268000	1268000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	3862	.00	0	19310	.00	0	.00	46350	46350.00	0
83 **	OTHER GRANTS AND AIDS	3862	.00	0	19310	.00	0	.00	46350	46350.00	0
91-03	CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	73333	.00	0	146666	.00	0	.00	660000	660000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	73333	.00	0	146666	.00	0	.00	660000	660000.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	4479897	1927309.80	43	17071974	22395571.64	131	4617040.56	48388956	21376343.80	56
GRAND	TOTAL *********										
		4479897	1927309.80	43	17071974	22395571.64	131	4617040.56	48388956	21376343.80	56

FY 2017 Budget by Classification Report - Summary Listing

Through 2/28/2017

Target for February is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
IMPACT FEES	$ 1,668,443		$ 565,485.00	$ 1,102,958.00	34%
CHARGES FOR SERVICES	$ 52,128,130		$ 23,229,017.57	$ 28,899,112.43	45%
MISCELLANEOUS	$ 307,595		$ (5,354.82)	$ 312,949.82	-2%
OTHER SOURCES (NON-REVENUE)	$ 28,870,675		$ 209,335.62	$ 28,661,339.38	1%
REVENUE TOTALS	**$ 82,974,843**	-	**$ 23,998,483.37**	**$ 58,976,359.63**	**29%**
EXPENSE					
SALARIES AND BENEFITS	$ 13,510,699	$ 2,412.00	$ 4,559,431.27	$ 8,948,855.73	34%
OPERATING EXPENDITURES	$ 25,583,044	$ 7,961,665.44	$ 6,128,562.38	$ 11,492,816.18	55%
CAPITAL OUTLAY	$ 28,404,983	$ 15,970,022.47	$ 2,621,520.39	$ 9,813,440.14	65%
GRANTS, AIDS AND OTHER	$ 15,476,117	$ -	$ 4,147,020.00	$ 11,329,097.00	27%
EXPENSE TOTALS	**$ 82,974,843**	**$ 23,934,099.91**	**$ 17,456,534.04**	**$ 41,584,209.05**	50%
REVENUE TOTALS	**$ 82,974,843**	**$ -**	**$ 23,998,483.37**	**$ 58,976,359.63**	**29%**
EXPENSE TOTALS	**$ 82,974,843**	**$ 23,934,099.91**	**$ 17,456,534.04**	**$ 41,584,209.05**	**50%**
	$ -	**$ (23,934,099.91)**	**$ 6,541,949.33**		

Note: The negative in the Miscellaneous revenue line represents unrealized losses.

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
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	63,949	62,650.00	98	319,745	438,140.00	137	767,388	329,248.00
03 11	WATER - COMMERCIAL	66,559	15,750.00	24	332,795	107,345.00	32	798,711	691,366.00
03 20	SEWER - RESIDENTIAL	767	1,250.00	163	3,835	3,750.00	98	9,210	5,460.00
03 21	SEWER - COMMERCIAL	7,761	8,750.00	113	38,805	16,250.00	42	93,134	76,884.00
03 *	IMPACT FEES	139,036	88,400.00	64	695,180	565,485.00	81	1,668,443	1,102,958.00
324 **	IMPACT FEES	139,036	88,400.00	64	695,180	565,485.00	81	1,668,443	1,102,958.00
320 ***	OTHER PERMITS & FEES	139,036	88,400.00	64	695,180	565,485.00✓	81	1,668,443✓	1,102,958.00✓
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
90 00	OTHER FEDERAL GRANT-BABS	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
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	3,659,823	3,762,326.90	103	18,299,115	19,447,415.26	106	43,917,881	24,470,465.74
33 00	WATER CONNECTION FEE	20,000	24,880.00	124	100,000	165,136.02	165	240,000	74,863.98
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	24,880.00	124	100,000	165,136.02	165	240,000	74,863.98
36 00	WATER HYDRANT FEES	217,357	242,437.80	112	1,086,785	1,213,163.01	112	2,608,291	1,395,127.99
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	125	1,000.00	800	625	2,400.00	384	1,500	900.00-
39 07	BACKFLOW DEVICE TEST	12,083	14,634.65	121	60,415	57,303.31	95	145,000	87,696.69
39 08	JUMPER METERS	58	200.00	345	290	700.00	241	700	.00
39 09	PLAN REVIEW/CONST INSPECT	1,000	1,500.00	150	5,000	10,500.00	210	12,000	1,500.00
39 10	BACKFLOW PRV/RLCT TEMP	208	5.42	3	1,040	127.10	12	2,500	2,372.90

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,474	17,340.07	129	67,370	71,030.41	105	161,700	90,669.59
51 00	SEWER SALES	405,421	423,770.44	105	2,027,105	2,193,325.59	108	4,865,057	2,671,731.41
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	405,421	423,770.44	105	2,027,105	2,193,325.59	108	4,865,057	2,671,731.41
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	533.76	103	2,580	2,815.59	109	6,200	3,384.41
60 00	REUSE WATER	26,416	24,430.57	93	132,080	133,558.77	101	317,001	183,442.23
60 01	REUSE WATER INSTALLATION	1,000	901.42	90	5,000	2,572.92	52	12,000	9,427.08
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	27,416	25,331.99	92	137,080	136,131.69	99	329,001	192,869.31
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,344,007	4,496,620.96	104	21,720,035	23,229,017.57	107	52,128,130	28,899,112.43
340 ***	CHARGES FOR SERVICES	4,344,007	4,496,620.96	104	21,720,035	23,229,017.57✓	107	52,128,130✓	28,899,112.43✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	729.10	4	100,535	79,919.78	80	241,295	161,375.22
10 10	SBA	0	.00		0	.34		0	.34-
10 *	INTEREST	20,107	729.10	4	100,535	79,920.12	80	241,295	161,374.88
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	99,704.10-		0	99,704.10
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	729.10	4	100,535	19,783.98-	20	241,295	261,078.98
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

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
362		RENT AND ROYALTIES								
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	1,250	.00		6,250	.00		15,000	15,000.00
10	00	GAIN/LOSS	0	.00		0	.00		0	.00
364	**	DISPOSITION FIXED ASSETS	1,250	.00		6,250	.00		15,000	15,000.00
365		SALES OF SURPLUS SCRAP								
00	00	SALES OF SURPLUS SCRAP	833	.00		4,165	3,222.00	77	10,000	6,778.00
365	**	SALES OF SURPLUS SCRAP	833	.00		4,165	3,222.00	77	10,000	6,778.00
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	750.16	23	16,665	9,907.16	59	40,000	30,092.84
90	06	SETTLEMENTS	0	.00		0	.00		0	.00
90	*	OTHER MISC REVENUES	3,333	750.16	23	16,665	9,907.16	59	40,000	30,092.84
96	00	INSURANCE REFUND PROCEEDS	0	.00		0	.00		0	.00
369	**	OTHER MISC REVENUES	3,333	750.16	23	16,665	9,907.16	59	40,000	30,092.84
360	***	MISCELLANEOUS REVENUES	25,631	1,479.26	6	128,155	5,354.82- ✓	4	307,595 ✓	312,949.82 ✓
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
45	03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	10	TRANSFER FROM REDEVELOP	0	.00		0	.00		0	.00
91	23	STORMWATER	0	.00		0	.00		0	.00
91	25	RESTRICTED ASSETS	0	.00		0	.00		0	.00
91	30	CAP PROJECT FUND	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
10	00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
383	INSTLMT PURCH/CAP LEASE								
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	11,600.00		0	30,579.54		0	30,579.54-
82 00	CONTRIBUTION S MAINLAND	0	7,005.63		0	49,628.67		0	49,628.67-
83 00	CONTRIBUTION VIERA	0	15,795.40		0	129,127.41		0	129,127.41-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	15,795.40		0	129,127.41		0	129,127.41-
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	2,499,345	.00		11,375,249	.00		28,870,675	28,870,675.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,499,345	.00		11,375,249	.00		28,870,675	28,870,675.00
389 **	NON OPERATING SOURCES	2,499,345	34,401.03	1	11,375,249	209,335.62	2	28,870,675	28,661,339.38
380 ***	OTHER SOURCES(NON-REV)	2,499,345	34,401.03	1	11,375,249	209,335.62 ✓	2	28,870,675✓	28,661,339.38 ✓
FUND TOTAL	WATER/SEWER ENTERPRISE	7,008,019	4,620,901.25	66	33,918,619	23,998,483.37 ✓	71	82,974,843✓	58,976,359.63 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	SALARIES & WAGES	662709	504730.78	76	3313545	2509347.63	76	.00	7952550	5443202.37	32
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	15451.47	0	.00	0	15451.47-	0
12 **	REGULAR SALARIES & WAGES	662709	504730.78	76	3313545	2524799.10	76	.00	7952550	5427750.90	32
13-00	OTHER SALARIES & WAGES	32816	38139.13	116	164080	184827.77	113	.00	393818	208990.23	47
13 **	OTHER SALARIES & WAGES	32816	38139.13	116	164080	184827.77	113	.00	393818	208990.23	47
14-00	OVERTIME	24052	26003.93	108	120260	263474.94	219	.00	288666	25191.06	91
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	24052	26003.93	108	120260	263474.94	219	.00	288666	25191.06	91
15-00	SPECIAL PAY	16	.00	0	80	.00	0	.00	200	200.00	0
15 **	SPECIAL PAY	16	.00	0	80	.00	0	.00	200	200.00	0
20-00	CLOTHING/SHOE ALLOWANCE	1749	55.00	3	8745	14415.00	165	.00	21010	6595.00	69
20 **	CLOTHING/SHOE ALLOWANCE	1749	55.00	3	8745	14415.00	165	.00	21010	6595.00	69
21-00	FICA TAXES	56342	41369.36	73	281710	216192.28	77	.00	676168	459975.72	32
21 **	FICA TAXES	56342	41369.36	73	281710	216192.28	77	.00	676168	459975.72	32
22-00	RETIREMENT CONTRIBUTIONS	96721	104961.39	109	483605	405300.59	84	.00	1160694	755393.41	35
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	96721	104961.39	109	483605	405300.59	84	.00	1160694	755393.41	35
23-00	LIFE/HEALTH INSURANCE	189469	141388.85	75	947345	696957.33	74	.00	2273663	1576705.67	31
23-02	LIFE/HEALTH RETIREES	15002	1413.56	9	75010	43003.64	57	2412.00	180024	134608.36	25
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	204471	142802.41	70	1022355	739960.97	72	2412.00	2453687	1711314.03	30
24-00	WORKER'S COMPENSATION	34388	33760.23	98	171940	165160.62	96	.00	412706	247545.38	40

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
24 **	WORKER'S COMPENSATION	34388	33760.23	98	171940	165160.62	96	.00	412706	247545.38	40
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	0	.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	12600	9500.00	75	63000	45300.00	72	.00	151200	105900.00	30
27 **	CAFETERIA PLAN	12600	9500.00	75	63000	45300.00	72	.00	151200	105900.00	30
31-00	PROFESSIONAL SERVICES	149196	4243.19	3	650090	115480.62	18	1222433.39	1694479	356564.99	79
31-01	LEGAL EXPENSES	8750	9896.80	113	43750	24350.40	56	58166.00	105000	22483.60	79
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	500	.00	0	2500	.00	0	.00	6000	6000.00	0
31-33	EMPLOYEE HEALTH CENTER	13634	10441.51	77	68170	38579.17	57	125028.83	163608	.00	100
31 **	PROFESSIONAL SERVICES	172080	24581.50	14	764510	178410.19	23	1405628.22	1969087	385048.59	80
32-00	ACCOUNTING & AUDITING	3625	.00	0	18125	23989.00	132	19511.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	.00	0	18125	23989.00	132	19511.00	43500	.00	100
34-00	CONTRACT SERVICES	100866	1343.45	1	508002	83417.66	16	177276.34	1214094	953400.00	22
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	447865	447866.00	100	2239325	2239330.00	100	.00	5374389	3135059.00	42
34 **	CONTRACT SERVICES	548731	449209.45	82	2747327	2322747.66	85	177276.34	6588483	4088459.00	38
39-00	CONTINGENCY	158973	.00	0	794865	.00	0	.00	1907679	1907679.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	158973	.00	0	794865	.00	0	.00	1907679	1907679.00	0
40-00	TRAVEL AND PER DIEM	1596	127.00	8	7980	1343.04	17	.00	19186	17842.96	7
40-01	CAR ALLOWANCE	12	.00	0	60	.00	0	.00	150	150.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	1608	127.00	8	8040	1343.04	17	.00	19336	17992.96	7
41-00	COMMUNICATION	10785	6465.37	60	53925	33942.02	63	67159.94	129450	28348.04	78
41 **	COMMUNICATION	10785	6465.37	60	53925	33942.02	63	67159.94	129450	28348.04	78
42-00	POSTAGE AND FREIGHT	2947	348.83	12	14735	8062.94	55	4402.52	35390	22924.54	35
42 **	POSTAGE AND FREIGHT	2947	348.83	12	14735	8062.94	55	4402.52	35390	22924.54	35
43-00	ELECTRIC/WATER/SEWER	202099	31283.22	16	1010495	475982.53	47	1935275.51	2425215	13956.96	99
43 **	ELECTRIC/WATER/SEWER	202099	31283.22	16	1010495	475982.53	47	1935275.51	2425215	13956.96	99
44-00	RENTALS AND LEASES	18492	20127.95	109	45714	105173.31	230	50859.38	175180	19147.31	89
44 **	RENTALS AND LEASES	18492	20127.95	109	45714	105173.31	230	50859.38	175180	19147.31	89
45-00	INSURANCE	31505	.00	0	157525	184662.43	117	.00	378109	193446.57	49
45 **	INSURANCE	31505	.00	0	157525	184662.43	117	.00	378109	193446.57	49
46-00	REPAIRS & MAINTENANCE	597494	136818.87	23	3036264	1241937.54	41	2128337.62	7218751	3848475.84	47
46-02	REPAIRS/MAINT - BUILDING	15486	11.16	0	77430	44889.49	58	14303.61	185850	126656.90	32
46-03	REPAIR/MAINT-VEHICLES	17437	5909.23	34	87185	69408.58	80	.00	209277	139868.42	33
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	630417	142739.26	23	3200879	1356235.61	42	2142641.23	7613878	4115001.16	46
47-00	PRINTING & BINDING	585	.00	0	2925	67.10	2	22.50	7050	6960.40	1
47 **	PRINTING & BINDING	585	.00	0	2925	67.10	2	22.50	7050	6960.40	1
48-00	PROMOTIONAL ACTIVITIES	1250	450.00	36	6250	1650.00	26	.00	15000	13350.00	11
48 **	PROMOTIONAL ACTIVITIES	1250	450.00	36	6250	1650.00	26	.00	15000	13350.00	11
49-00	OTHER CHARGES & OBLIG.	2701	117.95	4	13505	9428.65	70	3002.00	32451	20020.35	38
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	6022.46-	41-	72915	35474.43-	49-	.00	175000	210474.43	20-
49-08	CASH OVER & UNDER	25	2.00-	8-	125	98.86	79	.00	300	201.14	33
49-09	DOCUMENT RECORDING CHGS	250	400.00-	160-	1250	2055.10-	164-	852.50	3000	4202.60	40-

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	17559	6306.51-	36-	87795	28002.02-	32-	3854.50	210751	234898.52	12-
52-00	OPERATING SUPPLIES	293739	116469.51	40	1468695	1333416.81	91	2056133.49	3524915	135364.70	96
52-07	JANITORIAL SUPPLIES	852	294.01	35	4260	3652.64	86	.00	10240	6587.36	36
52-30	FUEL OIL & LUBRICANTS	25986	10388.48	40	129930	73890.53	57	73140.40	311862	164831.07	47
52-33	EMPLOYEE HEALTH CENTER	3274	5286.66	162	16370	18877.59	115	20420.41	39298	.00	100
52 **	OPERATING SUPPLIES	323851	132438.66	41	1619255	1429837.57	88	2149694.30	3886315	306783.13	92
53-00	ROAD MATERIALS/SUPPLIES	4165	.00	0	20825	999.00	5	.00	50000	49001.00	2
53 **	ROAD MATERIALS/SUPPLIES	4165	.00	0	20825	999.00	5	.00	50000	49001.00	2
54-00	MEMBERSHIP/PUBLICATIONS	3130	.00	0	15650	30632.00	196	.00	37585	6953.00	82
54 **	MEMBERSHIP/PUBLICATIONS	3130	.00	0	15650	30632.00	196	.00	37585	6953.00	82
55-00	TRAINING	6959	.00	0	34795	2830.00	8	5340.00	83536	75366.00	10
55-01	EDA PROGRAM	625	.00	0	3125	.00	0	.00	7500	7500.00	0
55 **	TRAINING	7584	.00	0	37920	2830.00	8	5340.00	91036	82866.00	9
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	2192631	68422.14	3	9936067	2576453.99	26	15067332.98	25284500	7640713.03	70
63 **	INFRASTRUCTURE	2192631	68422.14	3	9936067	2576453.99	26	15067332.98	25284500	7640713.03	70
64-00	MACHINERY AND EQUIPMENT	179985	.00	0	899925	30696.40	3	877109.49	2159838	1252032.11	42
64-15	IT HARDWARE	2998	.00	0	14990	9950.00	66	.00	35995	26045.00	28

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	182983	.00	0	914915	40646.40	4	877109.49	2195833	1278077.11	42
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	77052	.00	0	385260	4420.00	1	25580.00	924650	894650.00	3
68 **	INTANGIBLE ASSETS	77052	.00	0	385260	4420.00	1	25580.00	924650	894650.00	3
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	83	.00	0	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	457138	454917.00	100	2281470	2274585.00	100	.00	5481437	3206852.00	42
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	749980	482200.00	64	3749900	1458300.00	39	.00	8999761	7541461.00	16
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1207118	937117.00	78	6031370	3732885.00	62	.00	14481198	10748313.00	26
95-01	6% ILO FRANCHISE FEE	82826	82827.00	100	414130	414135.00	100	.00	993919	579784.00	42
95 **	NONOPERATING	82826	82827.00	100	414130	414135.00	100	.00	993919	579784.00	42
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7007943	2791153.10	40	33918237	17456534.04	52	23934099.91	82974843	41584209.05	50
GRAND	TOTAL *********	7007943	2791153.10	40	33918237	17456534.04	52	23934099.91	82974843	41584209.05	50

FY 2017 Budget by Classification Report - Summary Listing

Through 2/28/2017

Target for February is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 1,372,033		$ 630,567.74	$ 741,465.26	46%
MISCELLANEOUS	$ 2,000		$ 65.36	$ 1,934.64	3%
OTHER SOURCES (NON-REVENUE)	$ 1,705,869		$ -	$ 1,705,869.00	0%
REVENUE TOTALS	**$ 3,079,902**	**$ -**	**$ 630,633.10**	**$ 2,449,268.90**	**20%**
EXPENSE					
SALARIES AND BENEFITS	$ 583,966	$ -	$ 234,617.53	$ 349,348.47	40%
OPERATING EXPENDITURES	$ 412,955	$ 102,033.58	$ 79,658.88	$ 231,262.54	44%
CAPITAL OUTLAY	$ 2,082,981	$ 1,216,876.29	$ 333,141.55	$ 532,963.16	74%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
EXPENSE TOTALS	**$ 3,079,902**	**$ 1,318,909.87**	**$ 647,417.96**	**$ 1,113,574.17**	**64%**
REVENUE TOTALS	**$ 3,079,902**	**$ -**	**$ 630,633.10**	**$ 2,449,268.90**	**20%**
EXPENSE TOTALS	**$ 3,079,902**	**$ 1,318,909.87**	**$ 647,417.96**	**$ 1,113,574.17**	**64%**
	$ -	**$ (1,318,909.87)**	**$ (16,784.86)**		

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 05	NSF CHECKS	0	.00		0	.00		0	.00
91 00	STORMWATER FEES	114,336	118,392.84	104	571,680	630,567.74	110	1,372,033	741,465.26
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	114,336	118,392.84	104	571,680	630,567.74	110	1,372,033	741,465.26
343 **	PHYSICAL ENVIRONMENT	114,336	118,392.84	104	571,680	630,567.74	110	1,372,033	741,465.26
340 ***	CHARGES FOR SERVICES	114,336	118,392.84	104	571,680	630,567.74 ✓	110	1,372,033 ✓	741,465.26 ✓
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	166	148.69	90	830	1,633.51	197	2,000	366.49
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	166	148.69	90	830	1,633.51	197	2,000	366.49
20 00	DIVIDENDS	0	.00		0	11.45		0	11.45-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,579.60-		0	1,579.60
361 **	INTEREST AND OTHR EARNING	166	148.69	90	830	65.36	8	2,000	1,934.64
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

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	166	148.69	90	830	65.36 ✓	8	2,000 ✓	1,934.64
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91	21	WATER SEWER FUND (421)	0	.00		0	.00		0	.00
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
90	00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99	10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99	50	FUND BAL-APPROP. RESERVES	148,945	.00		663,252	.00		1,705,869	1,705,869.00
99	*	BALANCE FORWARD	148,945	.00		663,252	.00		1,705,869	1,705,869.00
389	**	NON OPERATING SOURCES	148,945	.00		663,252	.00		1,705,869	1,705,869.00
380	***	OTHER SOURCES(NON-REV)	148,945	.00		663,252	.00		1,705,869	1,705,869.00
FUND TOTAL		STORMWATER UTILITY	263,447	118,541.53	45	1,235,762	630,633.10 ✓	51	3,079,902 ✓	2,449,268.90 ✓

REPORT SELECTIONS

Fiscal year . . . . . : 2017
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28969	24524.13	85	144845	130011.16	90	.00	347631	217619.84	37
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	28969	24524.13	85	144845	130011.16	90	.00	347631	217619.84	37
13-00	OTHER SALARIES & WAGES	3437	3101.40	90	17185	16408.37	96	.00	41249	24840.63	40
13 **	OTHER SALARIES & WAGES	3437	3101.40	90	17185	16408.37	96	.00	41249	24840.63	40
14-00	OVERTIME	133	89.83	68	665	4631.57	697	.00	1600	3031.57-	290
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	133	89.83	68	665	4631.57	697	.00	1600	3031.57-	290
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	495.00	220	.00	550	55.00	90
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	225	495.00	220	.00	550	55.00	90
21-00	FICA TAXES	2576	1960.03	76	12880	10609.85	82	.00	30916	20306.15	34
21 **	FICA TAXES	2576	1960.03	76	12880	10609.85	82	.00	30916	20306.15	34
22-00	RETIREMENT CONTRIBUTIONS	2813	2421.84	86	14065	13119.67	93	.00	33766	20646.33	39
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2813	2421.84	86	14065	13119.67	93	.00	33766	20646.33	39
23-00	LIFE/HEALTH INSURANCE	6884	8173.89	119	34420	38928.29	113	.00	82612	43683.71	47
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	6884	8173.89	119	34420	38928.29	113	.00	82612	43683.71	47
24-00	WORKER'S COMPENSATION	3323	3329.84	100	16615	17013.62	102	.00	39882	22868.38	43
24 **	WORKER'S COMPENSATION	3323	3329.84	100	16615	17013.62	102	.00	39882	22868.38	43

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	CAFETERIA PLAN	480	680.00	142	2400	3400.00	142	.00	5760	2360.00	59
27 **	CAFETERIA PLAN	480	680.00	142	2400	3400.00	142	.00	5760	2360.00	59
31-00	PROFESSIONAL SERVICES	8333	.00	0	41665	6711.00	16	75000.00	100000	18289.00	82
31-01	LEGAL EXPENSES	41	.00	0	205	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	510	390.59	77	2550	1443.13	57	4676.87	6120	.00	100
31 **	PROFESSIONAL SERVICES	8884	390.59	4	44420	8154.13	18	79676.87	106620	18789.00	82
34-00	CONTRACT SERVICES	416	.00	0	2080	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7410	7411.00	100	37050	37055.00	100	.00	88927	51872.00	42
34 **	CONTRACT SERVICES	7826	7411.00	95	39130	37055.00	95	.00	93927	56872.00	40
39-00	CONTINGENCY	476	.00	0	30157	.00	0	.00	33495	33495.00	0
39 **	CONTINGENCY	476	.00	0	30157	.00	0	.00	33495	33495.00	0
40-00	TRAVEL & PER DIEM	212	.00	0	1060	258.00	24	.00	2550	2292.00	10
40 **	TRAVEL & PER DIEM	212	.00	0	1060	258.00	24	.00	2550	2292.00	10
41-00	COMMUNICATION	180	57.12	32	900	314.41	35	1185.59	2160	660.00	69
41 **	COMMUNICATION	180	57.12	32	900	314.41	35	1185.59	2160	660.00	69
42-00	POSTAGE & FREIGHT	83	.00	0	415	195.63	47	120.00	1000	684.37	32
42 **	POSTAGE & FREIGHT	83	.00	0	415	195.63	47	120.00	1000	684.37	32
43-00	ELECTRIC/WATER/SEWER	1652	211.18	13	8260	3725.26	45	13300.84	19830	2803.90	86
43 **	ELECTRIC/WATER/SEWER	1652	211.18	13	8260	3725.26	45	13300.84	19830	2803.90	86
44-00	RENTALS AND LEASES	271	.00	0	1355	377.75	28	528.85	3257	2350.40	28
44 **	RENTALS AND LEASES	271	.00	0	1355	377.75	28	528.85	3257	2350.40	28
45-00	INSURANCE	708	.00	0	3540	3770.30	107	.00	8504	4733.70	44
45 **	INSURANCE	708	.00	0	3540	3770.30	107	.00	8504	4733.70	44

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	3979	.00	0	19895	9926.93	50	2800.00	47750	35023.07	27
46-02	REPAIR/MAINT BUILDING	541	.00	0	2705	.00	0	.00	6500	6500.00	0
46-03	REPAIR/MAINT-VEHICLES	1965	380.97	19	9825	5896.03	60	1998.08	23590	15695.89	34
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	6485	380.97	6	32425	15822.96	49	4798.08	77840	57218.96	27
47-00	PRINTING & BINDING	83	.00	0	415	345.00	83	.00	1000	655.00	35
47 **	PRINTING & BINDING	83	.00	0	415	345.00	83	.00	1000	655.00	35
49-00	OTHER CHARGES & OBLIG.	1208	.00	0	6040	705.99	12	.00	14500	13794.01	5
49-07	BAD DEBT EXPENSE	833	215.24-	26-	4165	1077.82-	26-	.00	10000	11077.82	11-
49 **	OTHER CHARGES & OBLIG.	2041	215.24-	11-	10205	371.83-	4-	.00	24500	24871.83	2-
52-00	OPERATING SUPPLIES	1020	12.15	1	5152	2611.17	51	1659.53	12300	8029.30	35
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1604	1288.26	80	8020	5666.92	71	.00	19252	13585.08	29
52-33	EMPLOYEE HEALTH CENTER	122	197.77	162	610	706.18	116	763.82	1470	.00	100
52 **	OPERATING SUPPLIES	2746	1498.18	55	13782	8984.27	65	2423.35	33022	21614.38	35
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	310	1028.00	332	.00	750	278.00-	137
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	310	1028.00	332	.00	750	278.00-	137
55-00	TRAINING	375	.00	0	1875	.00	0	.00	4500	4500.00	0
55 **	TRAINING	375	.00	0	1875	.00	0	.00	4500	4500.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	7166	75960.00	1060	35830	84400.00	236	512.30	86000	1087.70	99
61 **	LAND	7166	75960.00	1060	35830	84400.00	236	512.30	86000	1087.70	99

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-00	INFRASTRUCTURE	166049	.00	0	720995	248741.55	35	1216363.99	1883331	418225.46	78
63 **	INFRASTRUCTURE	166049	.00	0	720995	248741.55	35	1216363.99	1883331	418225.46	78
64-00	MACHINERY & EQUIPMENT	9475	.00	0	47323	.00	0	.00	113650	113650.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	9475	.00	0	47323	.00	0	.00	113650	113650.00	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	263434	129974.76	49	1235697	647417.96	52	1318909.87	3079902	1113574.17	64
GRAND	TOTAL *********	263434	129974.76	49	1235697	647417.96	52	1318909.87	3079902	1113574.17	64

Legislation Details (With Text)

File #:	17-116	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/6/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	FY 2017 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2017 February EXPENSE Budget Tracking Worksheet.pdf FY 2017 February REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2017
Agenda Date: March 28, 2017
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2017 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2017 thru February 28, 2017.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2017 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
02/24/17	001-1000-511.48-00	(51)	TXFR FOR COST INCREASE		1870
	001-1000-511.54-00	51			
1	Budget Amendments/Transfers		Division 1000 Total	$0	
1103 - INFORMATION TECHNOLOGY					
11/30/16	001-1103-516.46-00	(3,890)	FUNDS FOR ARGENT NETWORK MONITORING SOFTWARE		641
	001-1103-516.68-10	3,890			
1	Budget Amendments/Transfers		Division 1103 Total	$0	
1510 - FINANCE UTILITY ACCOUNTNG					
02/14/17	001-1510-536.34-00	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
	001-1510-536.52-00	(240)	TXFR FUNDS TO COVER 12 MO RENEWAL OF PURCH ORDER		1787
	001-1510-536.44-00	240			
2	Budget Amendments/Transfers		Division 1510 Total	$8,437	
1600 - GENERAL OPERATIONS					
10/25/16	001-1600-513.39-00	(33,610)	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/18/16	001-1600-513.46-02	(10,050)	CITY HALL GENERATOR		534
	001-1600-513.64-00	10,050			
11/22/16	001-1600-513.39-00	(25,000)	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/21/16	001-1600-513.52-00	(6,000)	COVER COST OF CUBICLE REORG ON 3RD FLOOR		973
	001-1600-513.64-00	6,000			
12/30/16	001-1600-513.39-00	124,214	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
01/24/17	001-1600-581.91-30	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/16/17	001-1600-513.49-00	154,021	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-1600-585.73-00	9,928,054			
02/24/17	001-1600-513.52-00	(19,150)	TXFR NEW EOC GENERATOR		1871
	001-1600-513.46-02	(4,950)			
	001-1600-513.49-00	24,100			
8	Budget Amendments/Transfers		Division 1600 Total	0,807,679	
2100 - POLICE ADMIN/OPERATIONS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-2100-521.52-00	2,016	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
12/05/16	001-2100-521.64-00	(10,080)	PD SECURED A LOWER PRICE FOR PATROL SHIELDS		703
	001-2100-521.52-00	10,080			
12/15/16	001-2100-521.64-00	(1,795)	CRIME SCENE STATION		881
	001-2100-521.68-10	1,795			
12/21/16	001-2100-521.52-00	(5,163)	PURCHASE 4 SWAT VESTS WITH BULLETPROOF GRANT		973
	001-2100-521.52-00	(3,151)			
	001-2100-521.64-00	8,314			
01/10/17	001-2100-521.52-00	(1,474)	ADD FNDS TO COVER PRCHSE OF JAIL VAN REPLACEMENT		1178
	001-2100-521.64-00	1,474			
5	Budget Amendments/Transfers		Division 2100 Total	$2,016	
2101 - POLICE COMMUNICATIONS					
10/21/16	001-2101-521.64-00	(2,016)	PD REVISED QUOTE 1601001 COMM INTNTL REMOVE BATT		174
1	Budget Amendments/Transfers		Division 2101 Total	($2,016)	
2200 - FIRE ADMINISTRATION					
12/15/16	001-2200-522.52-00	(561)	FIRE INSPECTOR CELL PHONE		881
	001-2200-522.41-00	561			
02/02/17	001-2200-522.52-00	(40)	BUSINESS CARDS FOR NEW FIRE INSPECTOR		1552
	001-2200-522.47-00	40			
2	Budget Amendments/Transfers		Division 2200 Total	$0	
2201 - FIRE OPERATIONS					
12/30/16	001-2201-522.22-02	(128,299)	FIRE PENSIONS BUDGETED IN WRONG DIVISION.		1058
	001-2201-522.34-00	4,085			
1	Budget Amendments/Transfers		Division 2201 Total	($124,214)	
3200 - ADMINISTRATION					
10/21/16	001-3200-515.61-00	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
10/25/16	001-3200-515.49-00	33,610	6 FORREST AVE DEMOLITION AGENDA 16-487		228
11/22/16	001-3200-515.34-00	25,000	ADD FNDS TO BLDNG INSPECT AND PLAN REVIEW SVCS FY17		586
12/30/16	001-3200-515.61-00	(111,317)	MAGNOLIA POINTE SUBDIVIS RECLASS FROM LAND		1057
	001-3200-515.49-00	111,317			
01/23/17	001-3200-515.49-00	3,000	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
5	Budget Amendments/Transfers		Division 3200 Total	$179,610	
3205 - ECONOMIC DEVELOPMENT					
01/23/17	001-3205-559.48-00	(3,000)	UNANTICIPATED BREVARD CO CHARGE FOR TAX COLLECTION		1371
1	Budget Amendments/Transfers		Division 3205 Total	($3,000)	
3510 - PUBLIC WORKS MAINTENANCE					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/08/16	001-3510-541.63-00	(16,702)	ADD FNDS FOR REMOVAL OF LIGHTING ON FISKE BLVD		402
	001-3510-541.63-00	16,702			
12/13/16	001-3510-541.63-00	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
2	Budget Amendments/Transfers		Division 3510 Total	$266,786	
3520 - PARKS & BEAUTIFICATION					
11/01/16	001-3520-572.34-09	(20,000)	MOWING CONTRACT		292
	001-3520-572.34-00	20,000			
1	Budget Amendments/Transfers		Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
12/07/16	001-3540-519.55-00	(500)	COVER INCREASED COSTS OF VERTICAL TIRE CAROUSEL		743
	001-3540-519.64-00	500			
1	Budget Amendments/Transfers		Division 3540 Total	$0	
3560 - FACILITY MANAGEMENT					
11/22/16	001-3560-519.46-00	(1,000)	COVER POSTAGE & FREIGHT FOR SPLASHPAD / RVRFNT PK		561
	001-3560-519.42-00	1,000			
02/14/17	001-3560-519.46-00	(4,313)	TXFR TO COVER CITY HALL TRACER ES SOFT LICENSE		1787
	001-3560-519.68-10	4,313			
2	Budget Amendments/Transfers		Division 3560 Total	$0	
3580 - CAPITAL PROJECTS MNGMT					
10/21/16	001-3580-519.62-00	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
1	Budget Amendments/Transfers		Division 3580 Total	$231,936	
34	Total Budget Amendments/Transfers		**GENERAL FUND**	**$1,367,234**	
3230 - CRA ADMIN/OPERATIONS					
10/25/16	110-3230-559.39-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
01/25/17	110-3230-559.39-00	(1,908)	ENGINEERING REPORT ANLYS LEE WENNER PARK DAYSLPS		1418
	110-3230-559.34-00	1,908			
2	Budget Amendments/Transfers		Division 3230 Total	($6,942)	
2	Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
3230 - CRA ADMIN/OPERATIONS					
11/07/16	112-3230-559.83-02	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1	Budget Amendments/Transfers		Division 3230 Total	$3,748	
1	Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$3,748**	
1600 - GENERAL OPERATIONS					
01/24/17	201-1600-513.71-00	120,000	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
	201-1600-513.72-00	239,680			
1	Budget Amendments/Transfers		Division 1600 Total	$359,680	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1 Total Budget Amendments/Transfers			**DEBT SERVICE FUND**	**$359,680**	
3580 - CAPITAL PROJECTS MNGMT					
10/25/16	301-3580-519.62-00	(65,000)	WETLAND MITITGATION AGREE FUND X-FER AGENDA 16-467		231
	301-3580-519.61-00	65,000			
01/24/17	301-3580-519.39-00	(1,080,000)	COST RELATED TO FIRE PROT ASS REV BOND AND CAP EXP		1445
	301-3580-519.39-00	(197,878)			
	301-3580-519.62-00	100,000			
	301-3580-519.73-00	197,878			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	490,000			
	301-3580-519.62-00	330,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
	301-3580-519.62-00	330,000			
02/10/17	301-3580-519.62-00	(18,146)	LAND EXP FIRE STN 1 & 3 LAND IMPRVMNTS TO SITES		1693
	301-3580-519.62-00	(246)			
	301-3580-519.61-00	246			
	301-3580-519.61-00	18,146			
02/14/17	301-3580-519.62-00	(71,190)	TXFR FOR CARDNO TASK ORD FOR BRUNSON AND FIRE ST 2		1790
	301-3580-519.61-00	71,190			
5 Budget Amendments/Transfers			Division 3580 Total	$660,000	
5 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$660,000**	
1515 - FIELD SERVICES					
10/19/16	421-1515-536.52-00	(1)	ORIGINAL QUOTE FOR ITRON WAS OFF BY $.19		144
	421-1515-536.46-00	1			
1 Budget Amendments/Transfers			Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
12/13/16	421-4010-536.31-00	479,454	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
02/14/17	421-4010-536.34-00	(8,437)	FNDS TO COVER REMAIN COST OF UTIL METER AUDIT		1788
	421-4010-581.91-01	8,437			
2 Budget Amendments/Transfers			Division 4010 Total	$479,454	
4020 - DYAL PLANT					
01/03/17	421-4020-536.46-00	(40,067)	EMERGENCY GENERATOR RNTL FOR DYAL WTP - PAY 2 INV		1080
	421-4020-536.44-00	40,067			
01/10/17	421-4020-536.46-00	(100,167)	EMERGENCY GENERATOR LEASE AT DYAL WTP FY 17		1215
	421-4020-536.44-00	100,167			
02/14/17	421-4020-536.63-00	47,233	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK		1785
3 Budget Amendments/Transfers			Division 4020 Total	$47,233	
4055 - ENGINEERING					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	421-4055-536.63-00	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-4055-536.63-00	14,750	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-4055-536.63-00	15,400			
	421-4055-536.63-00	40,595			
	421-4055-536.63-00	42,100			
	421-4055-536.63-00	165,612			
	421-4055-536.63-00	244,882			
	421-4055-536.63-00	582,226			
	421-4055-536.63-00	1,872,357			
02/14/17	421-4055-536.63-00	(47,233)	REPLACE THE SURROUNDING FENCE AT 1.5MG ELEV TANK		1785
3 Budget Amendments/Transfers			Division 4055 Total	$3,784,330	
4120 - WATER RECLAMATION					
12/09/16	421-4120-536.46-00	(2,400)	ODOR CONTROL SYSTEM FOR SELLERS PLANT		783
	421-4120-536.34-00	2,400			
12/13/16	421-4120-536.63-00	1,389,940	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/24/17	421-4120-536.63-00	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
	421-4120-536.46-00	(4,500)	TASK ORD #46 ELECT OPER & MAINT PROJECT WS17CM		1441
	421-4120-536.63-00	4,500			
02/14/17	421-4120-536.46-00	(137)	FUNDS FOR PREVNT MAINT ON AERZEN BLOWERS AT SELLERS		1787
	421-4120-536.34-00	137			
5 Budget Amendments/Transfers			Division 4120 Total	$1,533,620	
4125 - SEWER FIELD OPERATIONS					
12/13/16	421-4125-536.63-00	520,605	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
01/04/17	421-4125-536.63-00	(400,000)	FUNDS BUDGETED UNDER WRNG PROJECT NUMBER		1099
	421-4125-536.63-00	400,000			
2 Budget Amendments/Transfers			Division 4125 Total	$520,605	
16 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$6,365,242**	
3570 - STORMWATER UTILITY					
10/24/16	423-3570-538.63-00	(1,600)	PURCHASE OF 3.25 ACRES FOR DIAMOND SQ RDA		199
	423-3570-538.61-00	1,600			
10/25/16	423-3570-538.63-00	(84,400)	PURCH 3.25 ACRES FROM FL FOR DIAM. SQ STORMWATER		232
	423-3570-538.61-00	84,400			
01/10/17	423-3570-538.63-00	(55,332)	BID COSTS FOR SW16FS WERE HIGHER THAN BUDGETED.		1216
	423-3570-538.63-00	55,332			
	423-3570-538.63-00	(169,668)	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
	423-3570-538.39-00	(83,332)			
	423-3570-538.63-00	83,332			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/10/17	423-3570-538.63-00	152,630	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
	423-3570-538.63-00	169,668			
01/23/17	423-3570-538.63-00	(1,000)	BALANCE FUNDS DUE TO BAF AGND 16-657 and REQ 32279		1372
	423-3570-538.63-00	1,000			
02/10/17	423-3570-538.52-00	(100)	COVER A FUND SHORTAGE FOR NEW MOWER PURCHASE		1693
	423-3570-538.64-00	100			
02/14/17	423-3570-538.63-00	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
7 Budget Amendments/Transfers			Division 3570 Total	$213,820	
7 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$213,820**	

66 Transfers & Amendments between 10/1/2016 and 2/28/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **18,962,782**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\FY 2017 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

FY 2017 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2017

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/21/16	001-0000-389.99-50	231,936	PROJECT INADEQUATELY BUDG FOR FY17. NEED FUNDS ADD		176
	001-0000-389.99-50	118,000	PURCHASE 3 BREV CO TAX ID FROM HOUSING AUTH. 16-445		175
12/13/16	001-0000-389.99-50	266,786	FISKE BLVD PHASE 1 ROADWY AND SIDEWALK REBUILD		1021
01/24/17	001-0000-389.99-50	660,000	TXFR TO CAP PROJ FNDS FRM GEN RSRV FOR 3 FIRE STATN		1442
02/14/17	001-0000-381.91-21	8,437	FUNDS TO COVER REMAIN CST OF UTIL METER AUDIT		1786
02/16/17	001-0000-389.90-20	511,648	CAP IMPROV REFND REV BOND SERIES 2016 (11/01/16)		1791
	001-0000-389.99-50	705,427			
	001-0000-385.00-00	8,865,000			
6	Budget Amendments/Transfers		Division 0000 Total	1,367,234	
	6 Total Budget Amendments/Transfers		**GENERAL FUND**	**1,367,234**	
10/25/16	110-0000-338.00-00	(6,942)	ACCOUNT FOR DECREASE IN CO MILLAGE RATES FOR CRA		230
1	Budget Amendments/Transfers		Division 0000 Total	($6,942)	
	1 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**($6,942)**	
11/07/16	112-0000-338.00-00	3,748	REVISED MILLAGE RATES INCREASED US1 CRA TIF REV		370
1	Budget Amendments/Transfers		Division 0000 Total	$3,748	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$3,748**	
01/24/17	201-0000-325.12-01	359,680	DEBT SVC ON FIRE PROTECT ASSESS REV BONDS, S 2016		1442
1	Budget Amendments/Transfers		Division 0000 Total	$359,680	
	1 Total Budget Amendments/Transfers		**DEBT SERVICE FUND**	**$359,680**	
01/24/17	301-0000-381.91-01	660,000	TXFR FRM GEN FUND TO EXP ACCT FOR 3 FIRE STATIONS		1442
1	Budget Amendments/Transfers		Division 0000 Total	$660,000	
	1 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$660,000**	
10/21/16	421-0000-389.99-50	853,641	ADD FUNDS FOR E PEACHTREE ST WATER MAIN IMPR		177
12/13/16	421-0000-389.99-50	2,571,011	COVER UNDER BUDGTD OR NOT BDGTD CAPITAL PROJECTS		1024
	421-0000-389.99-50	2,796,910			
01/24/17	421-0000-389.99-50	143,680	COVER CAP PROJ THAT WERE UNDER BUDGETED FOR FY17		1440
3	Budget Amendments/Transfers		Division 0000 Total	$6,365,242	
	3 Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$6,365,242**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/10/17	423-0000-389.99-50	152,630	PROVIDE ADDITIONAL FUNDS FOR SW17DS PROJECT		1217
02/14/17	423-0000-389.99-50	61,190	TXFR TO COVER DESIGN FOR SW17BA AND PW17SI		1789
2 Budget Amendments/Transfers			Division 0000 Total	$213,820	
2 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$213,820**	

15 Transfers & Amendments between 10/1/2016 and 2/28/2017

FY 2017 TOTAL TRANSFERS & AMENDMENTS **18,962,782**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Worksheets\FY 2017 - Budget Tracking Worksheets\FY 2017 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 3/6/2017

Legislation Details (With Text)

File #:	17-117	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/6/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders 2-28-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2017
Agenda Date: March 28, 2017
Prepared By: Anthony Hagan, Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of February 28, 2017. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account # (applied to contingency)	All Fiscal Years Cumulative (as of: 3/17/2017)	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CP16F1														
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17	2017-21										
Project Manager:			This amount is a not to exceed number.											
account #	301-3580-519-62-00	3,392,330.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	W & J Construction PO# 69154			FY17 PO Issue		31565	3,392,330.00	3,392,330.00			3,392,330.00	$ 125,881.60	n/a	
	Fire Station 1 Q-16-07-COC													
		-	*contingency balance-->											
WS1176														
Op. Rev.		60,132.90	2/14/2017	2017-14										
Project Manager:		6,013.29	contingency authorized											
account #	421-4020-536.63-00	54,119.61	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	C & D Construction PO# 70030			FY17 PO Issue		32566	54,119.61	54,119.61			54,119.61	$ -	n/a	
	B-15-21-COC					32566	546.29	54,665.90			54,665.90			
		5,467	*contingency balance-->											
WS0904														
Op. Rev.		305,000.00	1/10/2017	2017-03										
Project Manager:		27,500.00	contingency authorized											
account #	421-4125-536-63-00	277,500.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Insituform Tech, LLC PO# 69897			FY17 PO Issue		32320	277,500.00	277,500.00			277,500.00	$ -	n/a	
	Bid No.City of Daytona Bid Contract 0113-1010													
		27,500	*contingency balance-->											
WS17DS														
Op. Rev.		616,630.00	1/10/2017	2017-06										
Project Manager: Stormwater WAWA		56,967.00	contingency authorized											
account #	423-3570-538-63-00	559,663.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name 520 & Fiske, LLC PO # 69866			FY17 PO Issue		32279	460,830.00	460,830.00			460,830.00	$ -	n/a	
		56,967	*contingency balance-->											
CP11FS	Fleet Garage Addition													
Op. Rev.		202,887.00	10/11/2016	2016-109										
Project Manager:		10,000.00	contingency authorized											
account #	001-3580-519-62-00	192,887.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name PARKIT CONSTR. PO # 69152			FY17 PO Issue		31559	192,886.65	192,886.65			192,886.65	$ 118,589.35	n/a	n/a
	Bid No. B-16-03-COC Fleet													
		10,000	*contingency balance-->											
PW1501	Porcher House Roof													
Op. Rev.		51,100.00	10/11/2016	2016-108										
Project Manager:		1,100.00	contingency authorized											
account #	001-3580-519-46-02	50,000.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Tech Systems PO# 69651			FY17 PO Issue	FY 2017	32109	48,900.00	48,900.00			48,900.00	$ 48,900.00	n/a	n/a
		1,100	*contingency balance-->					v	v					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
PW08PL	Florida Ave Streetscape													
Op. Rev.		606,870.00	7/26/16 #16-266	2016-85										
Project Manager:		51,536.00	contingency authorized											
account #	423-3570-538-63-00	555,334.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project														
	Vendor DP Development PO# 68774/69109		FY16 PO Issue	FY 2016	31032	38,828.00	38,828.00			38,828.00		$ 230,640.71	$ 34,945.20	n/a
	Bid No. B-16-10-COC		*PO 68774 FY16 Year End PO Liquidated*			(3,882.80)	34,945.20			34,945.20				
			FY17 PO Issue	FY 2017	31352	504,347.39	539,292.59			34,945.20	504,347.39			
			CO#1		32634	4,238.44	543,531.03			34,945.20	508,585.83			
		51,536	*contingency balance-->				v	v						
WS1506	Florida Ave Streetscape													
Op. Rev.		1,909,332.00	7/26/16 #16-266	2016-84										
Project Manager:		312,139.00	contingency authorized											
account #	421-4055-536-63-00	1,597,193.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project														
	Vendor Bussen Mayer Engineering PO# 69303		FY17 PO Issued	FY 2017	31718	1,550,639.25	1,550,639.25				1,550,639.25	$ 713,588.96	$ -	n/a
	Bid No. B-16-10-COC													
		312,139	*contingency balance-->				v	v						
CD1105	Florida Ave Streetscape													
		1,282,313.00	7/26/16 #16-266	2016-83										
Project Manager:		126,817.00	contingency authorized; $21,000 from CRA											
account #	001-3510-541-63-00	1,155,496.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
multi-year, multi-phase, multi-account project														
	Vendor DP Development PO#69108													n/a
	Bid No. B-16-10-COC		FY17 PO Issue	FY2017	31326	1,034,235.07	1,034,235.07			-	1,034,235.07	$ 299,735.69		
			CO#1		32655	3,226.86	2,071,697.00				1,037,461.93			
		126,817	*contingency balance-->											
WS16UP	Utility Privatization													
Op. Rev.		1,531,934.00	7/26/16 #16-298	2016-74										
Project Manager:		283,806.00	contingency authorized											
account #	421-4055-536-63-00	1,248,128.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name CH2M Hill PO#	**This project was assigned the wrong project number WS17AF**		FY 2017	Pending		-				-		$ -	n/a
	Bid No.													
		283,806	*contingency balance-->				v	v						
WSLS04	Lift Station #4 Improvements													
Op. Rev.		617,870.00	6/14/16 VIII.6 (#16-225)	2016-63										
Project Manager:		56,170.00	contingency authorized											
account #	421-4125-536-63-00	561,700.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name: L7 Construction Inc PO# 68449/69693		FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00			561,700.00		$ 59,940.00	$ 27,000.00	n/a
	Bid No. B-16-14-COC		*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00	-	-	27,000.00				
			FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00			27,000.00	534,700.00			
			CO#1		32196	3,418.82	565,118.82			27,000.00	538,118.82			
		52,751	*contingency balance-->											
WS1222	WRF Motor Controls Sellers													
Op. Rev.		2,334,400.20	4/12/2016	2016-37										
Project Manager:		212,218.20	contingency authorized											
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Chinchor Electric Inc PO# 68119/69705		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			2,122,182.00		$ 229,948.56	$ 183,433.33	n/a
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			183,433.33				
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			183,433.33	1,938,748.67			
			CO#1		32212	119,650.85	2,241,832.85			183,433.33	2,058,399.52			
		92,567	*contingency balance-->											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
CP16F3	Fire Station #3 Design													
Op. Rev.	SR524	161,916.30	12/8/2015	2016-16										
Project Manager:		7,710.30	contingency authorized 5%											
account #	301-3580-519-62-00	154,206.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor name Architects Design Group/Architects RZK		FY16 PO Issue	FY2016	29395	154,206.00	154,206.00		-	154,206.00		$ 604.47	$ 123,672.40	n/a
	PO#67485/69346/69708		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00			160,666.00				
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40			123,672.40				
	Bid No. RFQ-11-12-COC		FY 2017 PO Issue	FY 2017	31768	551.75	124,224.15			123,672.40	551.75			
					31768	52.72	124,276.87			123,672.40	604.47			
					32160	36,441.85	160,718.72			123,672.40	37,046.32			
		1,197.58	*contingency balance-->											
CP16F2	Fire Station #2 Design Bronson													
Op. Rev.		118,490.20	1/12/2016	2016-15 2016-104										
Project Manager:		15,166.20	contingency authorized 5% 9/27/16 Council Approved Increase											
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Architects Design Group		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00			103,324.00		$ 10,130.43	$ 75,350.09	n/a
	PO#67486/69348/69645													
	Bid No. RFQ-11-12-COC		*CO#2*		30996	9,992.00	113,316.00			113,316.00				
			FY16 Liquidation			(37,965.91)	75,350.09			75,350.09				
	**to Council 9/27/16 to add $10,000 to contingency*		*FY 17 PO Issue #69348*	FY2017	31770	6,143.40	81,493.49			75,350.09	6,143.40			
			PO#69645		32092	3,775.00	85,268.49			75,350.09	9,918.40			
			CO#1		32264	774.53	86,043.02			75,350.09	10,692.93			
		5,174	*contingency balance-->											
* Fire Stations 1 and 2 were switched after Council														
CP16F1	Fire Station Dixon													
Op. Rev.		203,854.95	2/23/2016	2016-14										
Project Manager:		7,280.95	contingency authorized 5%											
account #	301-3580-519-62-00	145,619.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
		50,955.00	4/12/16 V.9											
	Vendor Name Architects Design Group PO#67682/69347		FY16 PO Issue	FY2016	29610	145,619.00	145,619.00			145,619.00		$ 2,119.60	$ 121,018.40	n/a
	Bid No. RFQ-11-12-COC		*CO # 1 Design Criteria EOC at Fire Headquarters*		30171	50,955.00	196,574.00			196,574.00				
			CO #2 Landscaping & design changes		30995	2,600.00	199,174.00			199,174.00				
			PO 67682 FY16 Year-End PO Liquidation			(78,155.60)	121,018.40			121,018.40				
			FY 17 PO Issue	FY2017	31769	2,119.60	123,138.00			121,018.40	2,119.60			
* Fire Stations 1 and 2 were switched after Council		4,681	*contingency balance-->											
WS1402	Surface Water Plant Clearwell Addition and Reject Pond Rehab - Engineering Services													
Op. Rev.		9,425,900.00	12/8/2015	2015-091										
Project Manager:		856,900.00	contingency authorized											
account #	421-4055-536-63-00	8,569,000.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name PETTICOTT-SCHMITT PO#67619/69660		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00			$ 8,569,000.00		$ 1,433,364.41	$ 1,820,482.23	n/a
	Bid No. B-15-23-COC		*CO#1 temporary and permanent power for CVS-1 and ASR-4*		30691	67,311.00	8,636,311.00			8,636,311.00				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23			1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00			1,820,482.23	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00			1,820,482.23	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00			1,820,482.23	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00			1,820,482.23	6,909,788.77			
		695,629	*contingency balance-->											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS16MC	Relocate/Replace 12" and Smaller AC WM Cocoa Beach Minuteman Cswy Streetscape													
Op. Rev.		659,839.00	12/8/2015	2015-085										
Project Manager:		59,985.00	contingency authorized											
account #	421-4055-536-63-00	599,854.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Certified General Contractors PO# 67555/69428		FY16 PO Issue	FY2016	29456	599,854.00	599,854.00			599,854.00		$ 55,643.12	$ 381,822.97	n/a
	Bid No. Sole Source		*PO 67555 FY16 Year-End PO Liquidation*			(218,031.03)	381,822.97			381,822.97				
	Project number changing WS16MC			FY2017	31828	218,031.03	599,854.00			381,822.97	218,031.03			
					31957	19,989.15	619,843.15			381,822.97	238,020.18			
			CO#1		31957	15,664.82	635,507.97			381,822.97	253,685.00			
		24,331	*contingency balance-->											
WS16EW	Claude H. Dyal WTP Elevated Walkway Improvements													
Op. Rev.		1,213,820.00	3/24/2015 VIII. 3.	2015-012		63-00								
Project Manager:		110,347.00	10% contingency authorized of $1,103,473											
account #	421-4055-536-63-00	1,103,473.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00	n/a	1,103,473.00			$ -	$ 800,374.00	$ 220,050.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00		220,050.00					
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00		220,050.00	883,423.00				
			CO#1		29489	7,268.19	1,110,741.19		220,050.00	890,691.19				
			CO#2		30181	7,419.37	1,118,160.56		220,050.00	898,110.56				
			CO#3		30320	32,643.88	1,150,804.44		220,050.00	930,754.44				
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)	1,020,424.00		220,050.00	800,374.00				
				FY2017	31997	130,380.44	1,150,804.44		220,050.00	800,374.00	130,380.44			
		63,016	*contingency balance-->											
WS1001	Industrial Park Pump Station													
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138										
Project Manager:		444,500.00	10% contingency authorized			63-00								
account #	421-4055-536.63-00	4,445,000.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	Vendor Name Brandes Design-Build. PO #67318		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00	n/a	4,445,000.00				$ 875,143.30	$ 2,959,457.53
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41		4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91		4,501,559.91					
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53		2,959,457.53					
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38	4,501,559.91		2,959,457.53	1,542,102.38	v		$ 798,358.61	
			TO 2015-67 P.O. 67455 TO CH2M for Scada Programing		29315	21,434.07	4,522,993.98		2,959,457.53	1,563,536.45	v		$ 8,814.92	
			PO# 67460 to QLH for SDC		29381	53,001.11	4,575,995.09		2,959,457.53	1,616,537.56	v		$ 67,969.77	
	CH2M PO #67455		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00	4,599,028.09		2,959,457.53	1,639,570.56				
			CO#1 PO 67318		29647	53,686.38	4,652,714.47		2,959,457.53	1,693,256.94		$ 13,917.45		
			CO#2 install electronic indicators PO 67318		30007	8,917.65	4,661,632.12		2,959,457.53	1,702,174.59				
			CO#2 additional inspection services PO# 67460		30758	18,000.00	4,679,632.12		2,959,457.53	1,720,174.59				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32		2,959,457.53	913,826.79				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98		2,959,457.53	887,762.45				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83		2,959,457.53	875,143.30				
			PO#69493	FY 2017	31910	26,064.34	3,860,665.17		2,959,457.53	875,143.30	26,064.34			
		209,868	*contingency balance-->					v						
WS1117	SCADA Support Hardware Integration Services													
Op. Rev.		3,145,938.40	8/12/14 VIII.5	2014-090										
Project Manager:		231,664.40	10% contingency authorized			63-00 64-00								
account #	421-4055-536.63-00	2,316,644.00	exp authorized before contingency											
		597,630.00	Change order to support the Repair of Deficiencies 8-25-15 V.5				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	CH2M Hill Engineers, Inc. PO# 64202		FY14 PO Issue	FY 2014	25301	2,316,644.00	2,316,644.00	2,316,644.00				$ 244,575.44	$ 1,356,251.34	$ 1,544,805.10
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*			(2,316,644.00)	-	-						
	CH2M Hill Engineers, Inc. PO# 64883		*FY 2015 PO Issue*	FY 2015	26194	2,316,644.00	2,316,644.00	-	2,316,644.00					
					26634	(2,316,644.00)			-					
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	62,775.00	2,316,644.00	-	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00	2,914,274.00	-	2,914,274.00					
	CH2M Hill Engineers, Inc. FY 2017 PO# 69602		*CO#3-to correct CO#2 Internal use only to put into right account*		n/a		2,914,274.00	-	2,914,274.00					
			FY15 Year-End PO Liquidation			(1,369,468.90) -	1,544,805.10	-	1,544,805.10					
			FY16 PO Issue	FY2016	29089	1,369,468.90 -	2,914,274.00	-	1,544,805.10	1,369,468.90				
			FY16 Year-End PO Liquidation			(13,217.56)	2,901,056.44		1,544,805.10	1,356,251.34				
			FY17 PO Issue	FY2017	31776	13,217.56	2,914,274.00		1,544,805.10	1,356,251.34	13,217.56			
					31776	231,520.00	3,145,794.00		1,544,805.10	1,356,251.34	244,737.56			
	Same project, different task orders, not from "contingency"													
	CH2M Hill Engineers, Inc. PO# 67260													
	CH2M Hill Engineers, Inc. PO# 67261													
	CH2M Hill Engineers, Inc. PO# 67263													
	CH2M Hill Engineers, Inc. PO# 67264													
		$ 144.40	*contingency balance-->											

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY14 Cum.	FY15 Cum.	FY16 Cum.	FY17Cum.	FY2017 Expenditures	FY2016 Expenditures	FY2015 Expenditures
WS1426	Dyal Water Treatment Plant Switchgear & Generator Closed Loop Transition Upgrade													
Op. Rev.		645,947.00	7/8/14 V.3	2014-064										
		120,100.00	3/10/15, V.2	no Resolution: project amendment										
Project Manager:		47,604.00	10% contingency authorized			63-00								
account #421-4055-536.63-00		478,043.00	exp authorized before contingency				Cumulative	FY14 cum	FY15 cum	FY16 cum	FY17 cum			
	IEM Power Systems LLC PO# 64076		FY14 PO Issue	FY 2014	25120	478,043.00	478,043.00	478,043.00				$ 2,240.83	$ 347,995.57	$ 246,351.60
	Bid No. B-14-12-COC		*FY14 Year-End PO Liquidation*			(478,043.00)	-	-						
	IEM Power Systems LLC PO#65274		FY15 PO Issue	FY 2015	26591	478,043.00	478,043.00		478,043.00					
	Bid No. B-14-12-COC		*CO #1 add funds by Council Approval 3/10/15, V2*		27169	110,600.00	588,643.00		588,643.00					
			FY15 Year End PO Liquidation			(342,291.40)	246,351.60		246,351.60					
	IEM Power Systems LLC FY2016 PO#67525		FY16 PO Issue	FY2016	29418	342,291.40	588,643.00		246,351.60	342,291.40				
	IEM Power Systems LLC FY2017 PO#69606		CO#1 rental of storage POD		30635	345.00	588,988.00		246,351.60	342,636.40				
			CO#2 addl costs for delay in construction		30658	1,750.00	590,738.00		246,351.60	344,386.40				
			CO#3 addl costs for delay in construction		30676	4,050.00	594,788.00		246,351.60	348,436.40				
			FY16 Year-End PO Liquidation			(440.83)	594,347.17		246,351.60	347,995.57				
				FY 2017	31982	440.83	594,788.00		246,351.60	347,995.57	440.83			
			CO#1		32144	1,800.00	596,588.00		246,351.60	347,995.57	2,240.83			
		39,859	^contingency balance-->											

Legislation Details (With Text)

File #:	17-128	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/15/2017			**In control:**	City Council
On agenda:	3/28/2017			**Final action:**	
Title:	Review of the Employee Health Center utilization report provided by CareATC for February 2017 and update on Health Center municipality partnership. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa February 2017 Dashboard (1)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2017
Agenda Date: March 28, 2017
Prepared By: Patsy Porter, Human Resources Coordinator
Through: Tammy B. Gemmati, Administrative Services Director
Requested Action:
Review of the Employee Health Center utilization report provided by CareATC for February 2017 and update on Health Center municipality partnership.

BACKGROUND:

The Employee Health Center is a benefit at no cost to the employee that provides for primary health care, pre-packaged generic prescriptions, and lab services. The model of the center focuses on primary and preventive care with the goal of reducing claims on the City's medical plan. Provided is the utilization report that covers the timeframe during the month of February 2017. There were 507 usage encounters and a total of 419 prescriptions dispensed during the month, which is a six percent increase from the prior's month encounters. Additionally, 51 chronic diseases were identified through the Personal Health Assessments (PHAs).

Earlier this fiscal year, the City of Cocoa entered into an interlocal agreement with the cities of Satellite Beach, Cocoa Beach, and Rockledge to provide a second health center location and additional hours for utilization. Effective February 1, 2017, the sharing of the Cocoa Health Center began with the cities of Rockledge and Cocoa Beach. Additionally, weekly operating hours were increased from twenty-four (24) to thirty-two (32). On March 1, 2017, the Satellite Beach facility build -out was complete and they opened to join the partnership adding an additional sixteen operating hours. CareATC hired a Family Nurse Practitioner to share the staffing between both locations.

STRATEGIC PLAN CONNECTION:

Offering the Employee Health Center as an employee benefit aids in retaining qualified employees and helps contain the City's health care costs which aids in the City's financial sustainability goals

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Information Only

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Cocoa Health Center Usage Dashboard Total Since Inception

	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Chronic Disease Management: Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Total	**9,688**	**644**	**501**	**143**	**462**	**305**	**466**	**942**	**380**	**83**	**1,572**	**1,880**	**586**	**700**	**7,832**

** Unique visit: Number of individual patients that have visited the Health Center since opening (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 3

	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Chronic Disease Management: Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Three Health Fair PHAs June 2016															124	
Sep-16	460	226	188	38	27	11	6	42	16	1	42	76	33	26	19	295
Oct-16	492	215	171	44	18	10	25	50	12	0	48	53	97	17	7	294
Nov-16	502	230	180	50	13	9	18	62	19	0	55	108	49	3	0	366
Dec-16	410	203	164	39	13	7	15	47	14	0	39	35	83	0	0	316
Jan-17	477	217	175	42	7	11	11	63	22	1	52	55	108	0	0	429
Feb-17	507	249	195	54	11	16	22	65	6	0	62	119	51	3	1	419
Total	**2,848**				**89**	**64**	**97**	**329**	**89**	**2**		**446**	**421**	**49**	**143**	**2,119**

City of Cocoa
Health Center Usage Dashboard Year 2

	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Chronic Disease Management: Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year Two Health Fair PHAs July 2015															114	
Sep-15	316	162	143	19	22	11	19	18	31	2	50	63	81	33	21	207
Oct-15	372	156	133	23	25	7	17	25	21	0	45	70	39	39	26	385
Nov-15	284	153	126	27	17	20	14	30	12	0	32	41	76	2	2	179
Dec-15	275	152	120	32	17	8	10	30	7	1	24	32	56	5	3	213
Jan-16	254	144	112	32	9	10	7	9	7	2	26	28	35	3	6	218
Feb-16	319	131	96	35	11	16	8	28	15	0	22	28	67	2	1	259
Mar-16	362	182	141	41	22	10	13	27	11	0	28	34	61	3	7	359
Apr-16	368	177	142	35	15	10	17	56	12	1	37	41	96	2	0	417
May-16	379	167	136	31	18	7	7	49	9	7	35	41	79	3	1	279
Jun-16	431	192	155	37	14	13	15	40	9	0	35	77	33	20	12	266
Jul-16	463	216	186	30	15	17	17	60	8	2	50	104	43	85	35	369
Aug-16	477	227	191	36	17	11	20	46	14	1	46	54	92	45	24	349
Total	**4,300**				**202**	**140**	**164**	**418**	**156**	**16**		**613**	**758**	**242**	**252**	**3,500**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*

City of Cocoa
Health Center Usage Dashboard Year 1

	Total Encounters	Unique Visitors*	Unique Employees	Unique Dependents	No Shows	Chronic Disease Management: Diabetes	Cholesterol	Blood Pressure	Obesity	Tobacco Use	Unique Chronic	Chronic Visits	Chronic Diagnosis	PHA Reviews	PHAs	RX Dispensed
Year One Health Fair PHAs July 2014															134	
Sep-14	146	100	90	10	6	12	22	20	10	7	32	37	71	33	38	71
Oct-14	248	148	130	18	16	8	30	33	5	9	52	59	85	72	16	186
Nov-14	168	114	92	22	16	5	14	13	10	5	35	36	47	23	16	120
Dec-14	183	92	74	18	15	5	17	17	6	5	34	37	50	20	11	170
Jan-15	219	96	85	11	12	4	22	14	11	6	37	45	57	18	14	119
Feb-15	185	93	80	13	14	7	11	10	12	3	30	33	43	9	9	183
Mar-15	238	96	83	13	10	7	16	10	14	7	34	41	54	4	7	229
Apr-15	238	88	70	18	12	11	13	18	11	1	28	38	54	2	5	264
May-15	239	86	73	13	27	7	8	15	14	6	30	40	50	2	6	194
Jun-15	197	114	93	21	9	7	4	7	6	5	18	23	29	1	3	205
Jul-15 Added 4 hrs	276	119	102	17	22	15	17	17	10	5	40	50	64	41	21	284
Aug-15	203	177	150	27	12	13	31	21	26	6	63	74	97	70	25	188
Total	**2,540**				**171**	**101**	**205**	**195**	**135**	**65**		**513**	**701**	**295**	**305**	**2213**

** Unique visit: Number of individual patients that have visited the Health Center each month (a single unique visitor may have had multiple appointments)*