City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, March 27, 2018

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 18-96 Approve the Agenda for the Regular meeting of March 27, 2018, as presented or with amendments.

Attachments: 03-27-18.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 18-88 Presentation from the City's Benefit Broker Gehring Group to review the 2017 utilization of the City's Health Center and the associated impact on the medical plan. (Administrative Services Director)

Indexes: benefits; Health Center

III.2 18-91 Proclamation: Proclaiming April Water Conservation Month. (Utilities Director)

Attachments: Water Conservation Month

III.3 18-94 Update by Cocoa Rotary regarding the concert in Riverfront Park on February 25, 2018. (Mike Arnold, Cocoa Rotary)

Attachments: Email from S. Senger 001.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-89 Award Bid # B-18-13-COC, Sludge Removal, to J&M Materials of Riverview, Inc., for the Removal of Existing Lime Sludge at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Contract. (Utilities Director)

Attachments: B-18-13-COC Final MEMO
B-18-13-COC Tabulation Sheet
B-18-13-COC FORM OF AGREEMENT (signed by contractor)
J&M COI
J&M W-9

V.2 18-103 Approve a Resolution establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s). (Interim Finance Director)

Attachments: Reimbursement Resolution - City of Cocoa (01338306)

V.3 18-110 Approve a Budget Resolution Amending the FY2018 Budget through the use of General Fund Reserves for the one-time costs associated with the new phone system and to Approve a Budget Resolution Transferring funds from General Fund Contingency for Accrual Payouts and Professional Services. (Interim Finance Director)

Attachments: Budget Resolution FY 2018.docx
BAF (4).pdf

V.4 18-107 Approve a Resolution Amending the FY2018 Budget to Transfer Funds for Purchase Order #71499 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2018, through the use of General Fund Contingency. (Chief of Police)

Attachments: 71499
Budget Resolution FY 2018.docx
BAF-AS-Attorney Fees 18-107 (3-27-18)~ Agenda 18-107 - FY18.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 18-60 Approve a Code Enforcement Lien Reduction request in the amount $5,000 for the property located at 2009 N Cocoa Blvd. (Chief of Police)

Attachments: 2009 N Cocoa Blvd-SD.pdf

N. Cocoa blvd Code case time line

VII.2 18-72 Informational Item - Update on Heart of Cocoa Substitute Consent Decree. (City Attorney)

Attachments: Substitute Consent Decree entered 012809.pdf

heart of cocoa - boundary_.pdf

heart of cocoa - zoning ma.pdf

1988 Orlando Sentinel Article Re Consent Decree Area.pdf

VII.3 18-93 Approve changes to the date and times of the previously approved road closure for the Annual HCVA Spring Car Show. (Community Services Director)

Attachments: Final 2018 Street Closure Request

VII.4 18-95 Consider the appointment of Ms. Deva Thomas as a Regular member of U.S. 1 CRA, through June, 2018. (Administrative Services Director)

Attachments: Thomas Board application.pdf

Consideration letter.pdf

US 1 RDA Roster.pdf

VIII. CITY BUSINESS:

VIII.1 18-104 Reject all prior bids associated with the Stone Street project; Authorize the City Manager to allow the bidders to rebid based on the reduced scope of work for the Stone Street project; Authorize the City Manager to negotiate and execute a contract with the lowest and best bidder for the revised scope of the Stone Street Streetscape project in an amount not to exceed the budgeted amount of $950,000.00; Approve a Resolution to Amend the FY 2018 Budget; and Approve a Resolution to allow for Project Contingency (Change Orders) in the amount not to exceed $50,000.00. (Public Works Director)

Attachments: Bid Tab. and Associated E-mail
Diamond Sq. Agenda.docx
FORM OF AGREEMENT.docx
Budget Resolution FY 2018.docx
BAF-StoneStreet Projcet (3-17-18) Agenda 18-104.pdf
Resolution Contigency.docx

VIII.2 18-108 Accept the Brevard County Lucas Chest Compression Grant and Approve a Resolution Amending the FY2018 Budget. (Fire Chief)

Attachments: Lucas Device Grant.pdf
Physio Control Lucas quote.pdf
Physio Control Sole Source letter.pdf
Budget Resolution FY 2018.docx
BAF-FD-LUCAS System (3-27-18)~ Agenda 18-108..pdf

MULTI-YEAR CONTRACTS:

VIII.3 18-98 Approve the First Amendment to Purchase Agreement with Anderson Diving, Inc. and Ferreira Construction Southern Division under RFQ-14-19-COC, Subaqueous Pipeline Assessment effective March 5, 2018 through March 4, 2020 for Anderson Diving, Inc., and May 26, 2018 through May 25, 2020 for Ferreira Construction Southern Division. (Utilities Director)

Attachments: BID RFQ-14-19-COC ANDERSON DBA LOGAN DIVING - 1ST AMENDMENT -
BID RFQ-14-19-COC FERREIRA CONST - 1ST AMENDMENT - EXPIRES 05.

IX. INFORMATIONAL AGENDA:

IX.1 18-85 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 02/28/2018. (Interim Finance Director)

Attachments: PO Monthy Report to City Council 10.01.17 thru 02.28.18.pdf

IX.2 18-100 FY 2018 Budget Adjustment Report. (Finance Director)

Attachments: February FY 2018 EXPENSE Budget Tracking Worksheet.pdf
February FY 2018 REVENUE Budget Tracking Worksheet.pdf

IX.3 18-101 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. (Interim Finance Director)

Attachments: Change Order Report Feb 2018.pdf

IX.4 18-102 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. (Interim Finance Director)

Attachments: Budget By Classification Report February 2018.pdf

IX.5 18-105 Cocoa Police Department District Event Statistics for the month of January, 2018. (Chief of Police)

Attachments: Jan 2018 Council Report by District

IX.6 18-113 Strategic Plan Implementation Matrix Update. (Assistant City Manager)

Attachments: Strategic Plan Implementation Matrix Update.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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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 #:	18-96	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/13/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 27, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-27-18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2018
Agenda Date: March 27, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 27, 2018, 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 27, 2018, as presented or with amendments.

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AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: March 27, 2018	**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 27, 2018 (18-96)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

1. Presentation from the City's Benefit Broker Gehring Group to review the 2017 utilization of the City's Health Center and the associated impact on the medical plan. (18-88). (Administrative Services Director)

2. Proclamation: Proclaiming April Water Conservation Month. (18-91). (Utilities Director)

3. Update by Cocoa Rotary regarding the concert in Riverfront Park on February 25, 2018. (18-94). (Mike Arnold, Cocoa Rotary)

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. Award Bid # B-18-13-COC, Sludge Removal, to J&M Materials of Riverview, Inc., for the Removal of Existing Lime Sludge at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Contract. (18-89). (Utilities Director)

2. Approve a Resolution establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s). (18-103). (Interim Finance Director)

3. Approve a Budget Resolution Amending the FY2018 Budget through the use of General Fund Reserves for the one-time costs associated with the new phone system and to Approve a Budget Resolution Transferring funds from General Fund Contingency for Accrual Payouts and Professional Services. (18-110). (Interim Finance Director)

4. Approve a Resolution Amending the FY2018 Budget to Transfer Funds for Purchase Order #71499 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2018, through the use of General Fund Contingency. (18-107). (Chief of Police)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request in the amount $5,000 for the property located at 2009 N Cocoa Blvd. (18-60). (Chief of Police)

2. Update on Heart of Cocoa Substitute Consent Decree. (18-72). (City Attorney)

3. Approve changes to the date and times of the previously approved road closure for the Annual HCVA Spring Car Show. (18-93). (Community Services Director)

4. Consider the appointment of Ms. Deva Thomas as a Regular member of U.S. 1 CRA, through June, 2018. (18-95). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Reject all prior bids associated with the Stone Street project; Authorize the City Manager to allow the bidders to rebid based on the reduced scope of work for the Stone Street project; Authorize the City Manager to negotiate and execute a contract with the lowest and best bidder for the revised scope of the Stone Street Streetscape project in an amount not to exceed the budgeted amount of $950,000.00; Approve a Resolution to Amend the FY 2018 Budget; and Approve a Resolution to allow for Project Contingency (Change Orders) in the amount not to exceed $50,000.00 (18-104). (Public Works Director)

2. Accept the Brevard County Lucas Chest Compression Grant and Approve a Resolution Amending the FY2018 Budget. (18-108). (Fire Chief)

MULTI-YEAR CONTRACTS:

3. Approve the First Amendment to Purchase Agreement with Anderson Diving, Inc. and Ferreira Construction Southern Division under RFQ-14-19-COC, Subaqueous Pipeline Assessment effective March 5, 2018 through March 4, 2020 for Anderson Diving, Inc., and May 26, 2018 through May 25, 2020 for Ferreira Construction Southern Division. (18-98). (Utilities Director)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 02/28/2018. (18-85). (Interim Finance Director)

2. FY 2018 Budget Adjustment Report. (18-100). (Interim Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-101). (Interim Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (18-102). (Interim Finance Director)

5. Cocoa Police Department District Event Statistics for the month of January, 2018. (18-105). (Chief of Police)

6. Strategic Plan Implementation Matrix Update. (18-113). (Assistant City Manager)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	18-88	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/1/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Presentation from the City's Benefit Broker Gehring Group to review the 2017 utilization of the City's Health Center and the associated impact on the medical plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, Health Center				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2018
Agenda Date: March 27, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Department Director
Requested Action:
Presentation from the City's Benefit Broker Gehring Group to review the 2017 utilization of the City's Health Center and the associated impact on the medical plan.

BACKGROUND:

N/A

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:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Information Only

Legislation Details (With Text)

File #:	18-91	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/12/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Proclamation: Proclaiming April Water Conservation Month. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Water Conservation Month				

Date	Ver.	Action By	Action	Result

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CITY OF COCOA FLORIDA

PROCLAMATION

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

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

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

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

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

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

NOW, THEREFORE, *I, Mayor Henry U. Parrish III, on behalf of the City Council of the City of Cocoa, Florida, hereby deem it fitting and proper to proclaim the month of April 2018 as:*

"WATER CONSERVATION MONTH"

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

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 27th day of March, 2018.

SEAL

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	18-94	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/13/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Update by Cocoa Rotary regarding the concert in Riverfront Park on February 25, 2018. (Mike Arnold, Cocoa Rotary)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Email from S. Senger 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2018
Agenda Date: March 27, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Update by Cocoa Rotary regarding the concert in Riverfront Park on February 25, 2018

BACKGROUND:

Mike Arnold, with Cocoa Rotary has requested to provide an update on the Jamie Johnson Concert that was held in Riverfront Park on February 25, 2018.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Update by Cocoa Rotary regarding the concert in Riverfront Park on February 25, 2018

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Carie Shealy

From: Samantha Senger
Sent: Wednesday, March 07, 2018 1:50 PM
To: Carie Shealy
Subject: Cocoa Rotary Presentation

Carie,

Can you please add under presentations for the March 27th Council meeting a presentation by Mike Arnold with Cocoa Rotary about the February 25th Cocoa Party in the Park Concert that happened at Riverfront Park? He is going to give an update on that event.

Samantha Senger, APR
Public Relations Specialist
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org
Fax: (321) 433-8690

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Legislation Details (With Text)

File #:	18-89	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Consent Agenda
File created:	3/9/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Award Bid # B-18-13-COC, Sludge Removal, to J&M Materials of Riverview, Inc., for the Removal of Existing Lime Sludge at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Contract. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	B-18-13-COC Final MEMO B-18-13-COC Tabulation Sheet B-18-13-COC FORM OF AGREEMENT (signed by contractor) J&M COI J&M W-9				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2018
Agenda Date: March 27, 2018
Prepared By: Kristoffer N. Smith, E.I., Utilities Engineer I
Through: John. A Walsh, P.E., Utilities Director
Requested Action:
To Award Bid # B-18-13-COC, Sludge Removal, to J&M Materials of Riverview, Inc., for the Removal of Existing Lime Sludge at the Dyal Water Treatment Plant; To Authorize the City Manager to Execute the Contract

BACKGROUND:

On February 12, 2018, Purchasing sent out three hundred and two (302) invitations and notifications to bid and received five (5) responses from thirteen (13) plan holders.

The bids were opened on March 1, 2018. The apparent low bidder was Manny's Bulk Express, Inc. of Tampa, Florida; however, that bid was declared incomplete and rejected due to missing and incorrect information (No- Certificate of debarment & suspension). The next lowest bidder was J&M Materials of Riverview, Inc., Seffner, Florida.

Staff requests award of Bid # B-18-13-COC to J&M Materials of Riverview, Inc., for the removal of existing lime sludge at the Dyal Water Treatment Plant.

Staff recommends approval to award bid to J&M Materials of Riverview, Inc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budget, is amendment/transfer attached?	N/A
Amount Requested	$97,500
Account Number	421-4020-536.34-00
Account Name	Contract Services
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Award Bid # B-18-13-COC, Sludge Removal, to J&M Materials of Riverview, Inc., for the removal of existing lime sludge at the Dyal Water Treatment Plant; To authorize the City Manager to execute the contract.

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Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

To: Kristoffer Smith, Utilities Engineer/Project Manager

From: __Lora Howell_____, Acting Purchasing Manager

Date: 3/1/18

Re: **Bid #B-18-13-COC, Sludge Removal**

Bids for the subject offering were opened on March 1, 2018 at 3:00 p.m. Purchasing sent out three hundred two (302) invitations and notifications to bid and received five (5) responses from thirteen (13) plan holders.

THE APPARENT LOW BIDDER IS Manny's Bulk Express, Inc.

You have copies of all bids for your review and recommendation. Any correspondence related to this subject, should be forwarded to my attention for retention in the purchasing files.

After reviewing the proposals, please follow the guide lines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain copies of all necessary licenses.
- ➔ Prepare agenda item and prepare contract if necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal
  - Bid Tabulation Sheet
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

*** Please complete the attached Notice of Award memo and return it to the Purchasing Division.**

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: **Thursday, March 01, 2018**

BID NUMBER: B-18-13-COC Sludge Removal

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	Disposal Location	00311 Exceptions	00485 Drug Free	00650 Certificate of Liability Insurance
J&M Materials of Riverview Inc. 6321 Muck Pond Road Seffner, FL 33584	Y	NA	Y	Y	Y	$97,500.00	Y	Y	Y-None	Y	Y
Waste Pro of Florida Inc. 699 S. Range Road Cocoa, FL 32926	Y	YTB	Y	Y	Y	$669,500.00	N	Y	Y-None	Y	Y
H&H Liquid Sludge Disposal 6990 US Hwy 27 Branford, FL 32008	Y	NA	Y	Y	Y	$624,000.00	Y	Y	Y-None	Y	Y
Manny Bulk Express Inc. 3808 South 66th Street Tampa, FL 33619	Y	NA	Y	N	Y	$97,240.00	Y	Y	No Form	Y	Y
Schwing Bioset Inc. 12290 Treeline Road Fort Myers, FL 33913	Y	NA	Y	Y	Y	$276,250.00	Y	Y	Y-None	Y	Y

FORM OF AGREEMENT
BID NO. B-18-13-COC
CITY OF COCOA

This Agreement made and entered into on the 21 day of March, 2018 by and between J&M Materials of Riverview, Inc. hereinafter called the contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

ARTICLE 2. COMMENCEMENT AND COMPLETION - The Contractor will be required to commence work under this contract within **seven (7)** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order, and substantially complete the work within **sixty (60)** days and totally complete all work in its entirety within **seventy-five (75)** days of Notice to Proceed or Purchase Order.

ARTICLE 3. THE CONTRACT SUM - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

Ninety-seven thousand, five hundred dollars $ 97,500
(Written in Words) (In Figures)

ARTICLE 4. PROGRESS PAYMENTS - Partial payments calculated from materials stored on the job site and completed work in place and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month on pay estimates based on the previous month's progress. The Contractor shall, after the first of each month, submit invoice for materials used and work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes. Ten percent (10%) of the amount due and payable to the Contractor will be retained from each month's partial payment. Final payment will be accomplished as prescribed in the Agreement and will be based on complete work in place. Also, the contractor shall: (1) Provide satisfactory evidence that it has acquired title to the materials that it has been paid for and that the material will be used to perform this contract, and (2) Provide a Consent of Surety for the progress payments.

ARTICLE 5. THE CONTRACT DOCUMENTS - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, Performance/Payment Bond, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

ARTICLE 6. LIABILITY INSURANCE -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun**.**

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS**:**
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE**:**
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

It is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun.

ARTICLE 7. PERFORMANCE/PAYMENT BOND – N/A

ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

ARTICLE 9. ATTORNEY FEES AND COSTS - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

ARTICLE 10. FULLY NEGOTIATED AGREEMENT - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute this agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

ARTICLE 11. SEVERABILITY - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE 12. VENUE AND GOVERNING LAW - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

ARTICLE 13. MODIFICATIONS AND ENTIRE AGREEMENT - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

ARTICLE 14. NOTICES - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

ARTICLE 15. BINDING EFFECT - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

ARTICLE 16. WAIVER - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

ARTICLE 17. INDEPENDENT CONTRACTOR At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

ARTICLE 18. CHANGE ORDERS Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

ARTICLE 19. SOVEREIGN IMMUNITY Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

ARTICLE 20. DEFAULT BY CONTRACTOR

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

i. Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

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

ARTICLE 21. TERMINATION - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid

charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

ARTICLE 22. INDEMNIFICATION

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

ARTICLE 23. CORPORATE REPRESENTATIONS BY CONTRACTOR - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in the Agreement.

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

ARTICLE 24. NO JOINT VENTURE - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

ARTICLE 25. THIRD PARTY RIGHTS - Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

ARTICLE 26. ASSIGNMENT

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

(b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all

acts and/or omissions performed by the subcontractor as if no subcontract had been made.

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

ARTICLE 27. PUBLIC RECORDS

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY Tina Jernigan
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

BY: _____
(City Manager)

ATTEST: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2017

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

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

PRODUCER	CONTACT NAME: Laura Taylor	
George H. Odiorne Insurance Agency Inc. PO Box 830 Brandon FL 33509	PHONE (A/C, No, Ext): (813) 685-7731	FAX (A/C, No): (813) 685-1823
	E-MAIL ADDRESS: ltaylor@odiorneinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto Owners Insurance Co	18988
INSURED J & M Materials of Riverview Inc 6321 Muck Pond Road Seffner FL 33584	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17/18 Master Revised **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		78889952	11/09/2017	11/09/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			49-889952-00	11/09/2017	11/09/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-BASIC	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			49-889952-01	11/09/2017	11/09/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Cocoa is inclued as Additional Insured with regards to General Liability per written contract.

CERTIFICATE HOLDER

City of Cocoa
351 Schearer Blvd

Cocoa FL

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
J & M Materials of Riverview Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6321 Muck Pond Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Seffner, Florida 33584

7 List account number(s) here (optional)
Tina Jernigan

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 3 3 8 7 6 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Tina Jernigan | **Date ▶** 2-6-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Legislation Details (With Text)

File #:	18-103	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/14/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Approve a Resolution establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s). (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Reimbursement Resolution - City of Cocoa (01338306)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2018
Agenda Date: March 27, 2018
Prepared By: Anne Quesada, Accounting Manager
Through: Lora Howell, Interim Finance Director
Requested Action:
To approve a Resolution establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s).

BACKGROUND:

City Staff have determined that certain capital projects which are necessary to refurbish and upgrade the Water and Sewer System are best funded by the proceeds of future tax-exempt financing(s). The Resolution under consideration is necessary to reimburse the City from those debt proceeds for expenses incurred with the Project within 60 days prior to the date of the Resolution. Staff recommends approval of this Resolution. Additional resolutions will be presented to Council as needed.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To approve a Resolution establishing the City's intent to reimburse certain capital expenditures incurred in connection with refurbishing its Water and Sewer System with proceeds of future tax-exempt financing(s).

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Legislation Details (With Text)

File #:	18-110	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/21/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Approve a Budget Resolution Amending the FY2018 Budget through the use of General Fund Reserves for the one-time costs associated with the new phone system and to Approve a Budget Resolution Transferring funds from General Fund Contingency for Accrual Payouts and Professional Services. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018.docx BAF (4).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 21, 2018
Agenda Date: March 27, 2018
Prepared By: Lora Howell, Interim Finance Director
Through: Lora Howell, Interim Finance Director
Requested Action:
Approve a Budget Resolution Amending the FY2018 Budget through the use of General Fund Reserves for the one-time costs associated with the new phone system, and to then transfer funds from General Fund Contingency to Accrual Payouts and Professional Services.

BACKGROUND:

At the January 23, 2018 City Council meeting, Staff requested the use of General Fund Contingency for some of the costs associated with the new phone system. In hindsight, General Fund Reserves should have been used for the one-time costs associated with the project. Throughout the course of the year, unforeseen expenses occur and contingency should have been left for those expenses.

The budgetary impact below will in effect, reverse the use of General Fund Contingency for the phone system and replace it with the use General Fund Reserves, for the one-time costs associated with the project. The additional Budget Transfers are due to the retirement of a long term employee and their accrual payouts, and additional professional services required from Stantec.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

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

A)
Transfer From:

Amount Requested	$131,724
Account Number	001-1103-516.52-00
Account Name	Repair and Maintenance

Amount Requested	$35,781
Account Number	001-1103-516.34-00
Account Name	Contract Services

Transfer To:

Amount Requested	$167,505
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

B)
Transfer From:

Amount Requested	$167,505
Account Number	001-0000-389.99-50
Account Name	General Fund Reserves

Transfer To:

Amount Requested	$131,724
Account Number	001-1103-516.52-00
Account Name	Repair and Maintenance

Amount Requested	$35,781
Account Number	001-1103-516.34-00
Account Name	Contract Services

C)
Transfer From:

Amount Requested	$42,844
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

Transfer To:

Amount Requested	$15,105
Account Number	001-1600-513.31-00
Account Name	Professional Services

Amount Requested	$27,739
Account Number	001-1500-513.12-00
Account Name	Accrual Payouts

D)

Transfer From:

Amount Requested	$27,729
Account Number	421-1515-536.12-00
Account Name	Regular Salaries

Transfer To:

Amount Requested	$27,739
Account Number	421-1515-536.12-12
Account Name	Accrual Payouts

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Budget Resolution Amending the FY2018 Budget through the use of General Fund Reserves for the one-time costs associated with the new phone system, and to then transfer funds from General Fund Contingency to Accrual Payouts and Professional Services.

A

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1515 | DATE PREPARED: 03/21/15

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 131,724)	001-1103-516.52-00		OPERATING SUPPLIES	$ 308,420	$ 452,378	$ 320,654	($ 41,806)
($ 35,781)	001-1103-516.34-00		CONTRACT SERVICES	$ 261,755	$ 300,705	$ 264,924	$ 16,341
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 167,505)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 167,505	001-1600-513.39-00		CONTINGENCY	$ 309,476	$ 309,476	$ 476,981	$ 194,676
$ 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
$ 167,505	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

At the January 23, 2018 City Council meeting, Staff requested the use of General Fund Contingency for some of the costs associated with the new phone system. In hindsight, General Fund Reserves should have been used for the one-time costs associated with the project. This transfer is to reverse the previous transfer and return the budget back to General Fund Contingency. Agenda 18-110

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/27/18 *RESOLUTION #:* 2018-020

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.

3/21/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.03.21 14:07:10 -04'00'	3/21/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.03.21 15:23:25 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/21/18 Matthew Fuhrer Digitally signed by Matthew Fuhrer DN: cn=Matthew Fuhrer, o=City of Cocoa, ou=City Manager's Office, email=Matthew@cocoafl.org Date: 2018.03.21 14:44:04 -04'00'	3/21/18 Lora Howell Digitally signed by Lora Howell Date: 2018.03.21 16:57:58 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1515 | DATE PREPARED: 03/21/15

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 167,505	001-0000-389.99-50		FUND BAL-APPROP. RESERVES	$ 4,645,267	$ 4,645,267	$ 4,812,772	$ 4,477,762
$ 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
$ 167,505	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 131,724	001-1103-516.52-00		OPERATING SUPPLIES	$ 308,420	$ 32,654	$ 164,378	$ 89,919
$ 35,781	001-1103-516.34-00		CONTRACT SERVICES	$ 261,755	$ 300,705	$ 336,486	$ 52,122
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 167,505	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

At the January 23, 2018 City Council meeting, Staff requested the use of General Fund Contingency for some of the costs associated with the new phone system. In hindsight, General Fund Reserves should have been used for the one-time costs associated with the project. The original transfer from Contingency is being reversed. This Budget Transfer is to support the purchase of the new phone system for the City coming from the Reserve account. The new system will be in-house and supported by the City's IT Division. Agenda 18-110

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/27/18 *RESOLUTION #:* 2018-020

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.

Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/21/18	Lea Taylor (Digitally signed by Lea Taylor Date: 2018.03.21 14:26:15 -04'00')				
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

C

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/21/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 42,844)	001-1600-513.39-00		CONTINGENCY	$ 309,476	$ 476,981	$ 434,137	$ 151,832
$ 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
($ 42,844)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,739	001-1500-513.12-12		ACCRUAL PAYOUTS	$ 574,499	$ 517,598	$ 545,337	$ 27,740
$ 15,105	001-1600-513.31-00		PROFESSIONAL SERVICES	$ 147,730	$ 172,090	$ 187,195	$ 24,962
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 42,844	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The City requested the use of Contingency to cover two unexpected expenditures. A long term employee retired from the City causing an additional accrual payout and the City has requested from Stantec Consulting to incorporate an additional mid-year review. Agenda 18-110

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/27/18 *RESOLUTION #:* 2018-020

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.

3/21/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.03.21 16:22:49 -04'00'	3/21/18 Anne Quesada Digitally signed by Anne Quesada Date: 2018.03.21 17:34:24 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/21/18 Lora Howell Digitally signed by Lora Howell Date: 2018.03.21 16:58:47 -04'00'	3/21/18 Anne Quesada Digitally signed by Anne Quesada Date: 2018.03.21 17:34:55 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/21/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 27,739)	421-1515-536.12-00		REGULAR SALARIES & WAGES	$ 832,336	$ 832,336	$ 804,597	$ 479,098
$ 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
($ 27,739)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,739	421-1515-536.12-12		ACCRUAL PAYOUTS	$ 17,373	$ 17,373	$ 45,112	$ 43,062
$ 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
$ 27,739	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is to cover the additional retirement expense of a long term employee's accrual payouts. Agenda 18-110

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/27/18 RESOLUTION #: 2018-020

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.

3/21/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.03.21 13:20:59 -04'00'	3/21/18 Lea Taylor Digitally signed by Lea Taylor Date: 2018.03.21 13:29:52 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/21/18 Lora Howell Digitally signed by Lora Howell Date: 2018.03.21 13:27:05 -04'00'	3/21/18 Anne Quesada Digitally signed by Anne Quesada Date: 2018.03.21 13:41:21 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-107	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	3/19/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY2018 Budget to Transfer Funds for Purchase Order #71499 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2018, through the use of General Fund Contingency. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	71499 Budget Resolution FY 2018.pdf BAF-AS-Attorney Fees 18-107 (3-27-18)~ Agenda 18-107 - FY18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 19, 2018
Agenda Date: March 27, 2018
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Resolution Amending the FY2018 Budget to Transfer Funds for Purchase Order #71499 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2018, through the use of General Fund Contingency..

BACKGROUND:

The City Attorney's office, Garganese, Weiss, D'Agresta, & Salzman ("City Attorney") is paid monthly from FY2018 Purchase Order (PO) #71499. Fees paid to the City Attorney include a Monthly Flat Fee Retainer, General Retainer Costs, and Non-Retainer Costs. Most of the legal services provided by the City Attorney are covered under the monthly flat fee retainer. However, litigation, adversarial proceedings, and other special matters ("Non-Retainer Matters") are charged at an hourly rate. In addition, the City Attorney's office advances on a monthly a significant amount of out-of-pocket retainer and non-retainer costs, which the City reimburses the following month. Prior to Fiscal Year 2017, the City typically expended approximately $53,000 annually for non-retainer costs.

In Fiscal Year 2017 and Fiscal Year 2018 to date, there has been an increase in lien foreclosure cases initiated by City staff and the Code Enforcement Board per Chapter 162, Florida Statutes, and non-routine Lien Reduction Agreements in Code Enforcement related to extraordinary cases. Council has approved several of these Agreements recently. In July 2016, staff recommended to

the Code Enforcement Board to foreclose on approximately 22 properties that were continuously found in violation and/or could be used to increase the City's affordable housing stock. Several of the property owners were deceased and a Guardian Ad Litem (third party attorney) was hired as part of the foreclosure process. After the City received a foreclosure judgment on one property, the City has gotten embroiled in a complex claim filed by a bank who claims they did not receive, first hand, notice of the case even though their mortgage on the property had been assigned and registered with the Mortgage Electronic System (MERS) and MERS was properly served the City's foreclosure complaint. This appears to be a litigation case of first impression in Florida.

As noted above, the City Attorney's office has advanced out-of-pocket expenses required by law to proceed with these actions on the City's behalf, and these advances make it less burdensome on the City. These expenses include thousands of dollars in court filing fees, litigation expenses such as subpoena fees, court reporter fees, extensive chain of title searches and reports prepared by title companies, advertising and other newspaper notice expenses, Guardian Ad Litem attorney's fees and costs, skip trace reports to locate persons of interest in the case, recording fees for favorable judgments granted to the City against property owners, and other fees as necessary.

As noted, the City Attorney's office and City staff negotiated, and presented to Council for approval, three Lien Reduction Agreements recently in order to reduce or forgive code liens. In all three cases, the code violations were imposed against the previous owners of the properties and were not caused by the current property owners. When the current owners acquired the properties, they made diligent efforts to correct violations and improve the properties, which has also improved the surrounding neighborhood. The owners are required to comply with all terms and conditions outlined in the Agreement in order to have the code lien reduced or forgiven including reimbursing the City for costs including some attorney's fees.

Further, this fiscal year, the City incurred approximately $7,000 in non-retainer costs associated with a 125-page pro-se complaint filed against the City and numerous other parties because insurance coverage was not immediately provided by the City's insurance carrier. After several months of work defending the City, the City Attorney successfully convinced the insurance carrier to cover the claim, and the insurance carrier reimbursed the City for the $7,000. However, by that time the $7,000 was already booked against the City Attorney's non-retainer budget. The City ultimately prevailed in this case, and the City Attorney was successful in having this pro-se litigant declared by the Court as a vexatious litigant, in part, because of the other previous baseless complaints filed against the City over the years in federal and state court. Future complaints filed by this litigant against the City will now be required to be filed with the Court for review and approval before the pro se litigant can serve another complaint against the City.

Additionally, for the first time in Cocoa's history of granting a lien reduction, one property owner actually appealed the City Council's lien reduction decision in court and associated court costs were incurred by the City to defend the appeal. The City Attorney's office defended the case and was successful in getting the case withdrawn on technical appellate grounds before the party could fully pursue their case.

Lastly, the City has been successful in several Code Enforcement foreclosure actions thus far this fiscal year. In several cases, the foreclosed property is now owned by the City and will be re-purposed in the City's housing program. In addition, in one case, the City has received approximately $11,000 in surplus funds when the property was sold at foreclosure sale to a third party. Moreover, several favorable foreclosure judgments (including the amount of code lien and

attorney's fees and costs incurred by the City) have been recorded, and payment of that judgement may occur in subsequent years off-setting the non-retainer City Attorney fees incurred by the City, depending on the circumstances. These favorable results are the off-setting benefits to the City for proceeding with the Code Enforcement foreclosure actions and incurring the costs associated therewith. These benefits are not subsequently reflected in the Non-Retainer Costs budget line item associated with the City Attorney's office.

The total amount previously expended in FY 2017 for non-retainer costs was approximately $119,000; through February FY2018, the total expended is nearly $48,000. Staff has estimated that PO#71499 Line Item #3, Non-Retainer Costs, will have insufficient funds to cover these costs for the remainder of the fiscal year. This agenda item is requesting an additional $76,000 to be added to the Non-Retainer Costs budget, which will bring the total in this line item to $129,316.58.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

FROM:

Amount Requested	$76,000
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

TO:

Amount Requested	$76,000
Account Number	001-1600-513.31-01
Account Name	Legal Services

PREVIOUS ACTION:

At a regular City Council Meeting on April 25, 2017, City Council authorized a Budget Resolution to Transfer funds through use of General Fund Contingency, for Purchase Order #68887 to Garganese, Weiss, & D'Agresta in order to cover a shortfall in Line Item #3, Non-Retainer Fees for the remainder of FY 2017.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2018 Budget to Transfer Funds for Purchase Order #71499 to Garganese, Weiss, D'Agresta, & Salzman to Cover Estimated Non-Retainer Costs for the Remainder of FY 2018, through the use of General Fund Contingency

PURCHASE ORDER

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

THIS NO. 71499

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

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

DATE 10/25/2017
DATE REQUIRED 10/13/2017

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

DELIVER TO:

City of Cocoa
CITY CLERK
65 STONE STREET
COCOA FL 32922

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

BUYER/REQ. #
DK 0000034275 F.O.B.
MONICA ARSENAULT/CC

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	285208.65	SUM	MONTHLY RETAINER COSTS	1.0000	285208.65
2	12241.77	SUM	GENERAL RETAINER COSTS	1.0000	12241.77
3	53316.58	SUM	NON-RETAINER COSTS	1.0000	53316.58
				TOTAL	350767.00

REMARKS:

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**************************************
*     THIS PURCHASE ORDER WILL       *
*   EXPIRE ON SEPTEMBER 30, 2018     *
*          ***********               *
*     TO AVOID DELAYED PAYMENT       *
*        EMAIL INVOICE(S) TO:        *
*    ACCOUNTSPAYABLE@COCOAFL.ORG     *
**************************************
```

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

ACCOUNT NUMBER

00116005133101

CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2018-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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 27th day of March, 2018.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1805 | DATE PREPARED: 03/21/18

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 76,000)	001-1600-513.39-00		General Fund Contingency	$ 309,476	$ 27,171	($ 48,829)	($ 48,829)
$ 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
($ 76,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 76,000	001-1600-513.31-01		Legal Expenses	$ 405,767	$ 405,767	$ 481,767	$ 76,394
$ 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
$ 76,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Transfer is to add funds to line item #3 Non-Retainer Costs of City Attorney Garganese, Weiss, D'Agresta, & Salzman, PO #71499. Funds are anticipated for the rest of the fiscal year. A previous transfer from Contingency is being reversed and at that time the funds will be available to cover this transfer. Agenda Item 18-107

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/27/18 *RESOLUTION #:* 2018-019

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.

3/21/18	Tammy Gemmati	3/21/18	Lea Taylor Digitally signed by Lea Taylor Date: 2018.03.21 11:44:41 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/21/18	Tammy Gemmati				
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-60	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	2/14/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount $5,000 for the property located at 2009 N Cocoa Blvd. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2009 N Cocoa Blvd-SD.pdf N. Cocoa blvd Code case time line				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 14, 2018
Agenda Date: March 13, 2018
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount $5,000 for the property located at 2009 N Cocoa Blvd.

BACKGROUND:

CASE# 15-1097:

The Code Enforcement Board held a public hearing on March 17, 2016, at which time the Board found the owner, Senturk Marketing Inc, in violation of the following:

Section 6-900(b)(1)a-d Accumulation of Trash & Litter
Section 6-1001(d) Weeds/Overgrowth
Section 6-1003(f) Exterior Walls

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $250.00 per day from April 17, 2016 until compliance was achieved and documented on 8/16/17. The lien is $121,500.00 and the current owner, Senturk Marketing INC., is requesting that the lien be reduced to the amount of zero.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; Y**es**
- Whether the current owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance; case **CE-15-1097** the lien ran **486 days**.
- The current market value is **$178,000.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$12,150.00**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on January 18, 2018, recommended that the lien be reduced to $5,000.

The Lien Reduction case was heard before City Council on February 13, 2018 and was tabled providing the property owner the opportunity to supply documents supporting the delays in the project preventing his ability to comply with City codes cited on the property. City staff has spoken with Mr. Senturk regarding the supporting documents and Mr. Senturk has yet to supply any documents as of March 19, 2018.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount $5,000 for the property located at 2009 N Cocoa Blvd.

Application # CE - 15 - 1091

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Date:** 4-21-2017

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): FLORIDA Petroleum Services Inc.
Name: KENNETH L. WOOD
Mailing Address: P.O. Box 4309
City: APOPKA State: FL Zip Code: ~~4309~~ 32704-4309
Phone #: 407-468-2355 Fax #: N.A.
Mobile #: SAME E-mail: KWOOD@MEDALLIONCS.COM

3. **Property Owner Information:** ** Check here if same as Applicant →* ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): SENTURK MARKETING Inc.
Name: VEDAT SENTURK.
Mailing Address: 17719 EAST LAKE JEM ROAD
City: MT DORA State: FL Zip Code: 32757
Phone #: 352-267-6868 Fax #: N.A
Mobile #: SAME E-mail: V.SENTURK@YAHOO.COM

4. **Information for property on which lien occurs:**

Street Address and Location: 2009 North Cocoa Blvd. Cocoa FL 32922

Parcel ID:

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

Tax Account Number:

2 4 1 3 9 8 2

Existing Use(s) on Property: ~~Convience~~ Convenience Store with Fuel Sales

Proposed Use(s) on Property: SAME

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): Code Enforcement said Junk + Debris, Weeds + Over Growth Exterior wall

Date Fine or Lien Imposed: No Sure Amount of Fine: $ 250.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one) Still under Construction

Date upon which the subject property was brought into compliance: Code Enforcement said not?

5. **Please provide the following information:**

Code enforcement case number: CE 15-1097

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____ → Sentinel Marketing

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? N.A.

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Please See Attached

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Please See Attached

Amount you are requesting that the lien be reduced to: No Lien Please

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

PLEASE SEE ATTACHED

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO OTHER PROPERTY

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Lake. I, Kenneth L Wood being first duly sworn, depose and say that:

— I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

X I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the legal advertising of a public hearing.

KENNETH L. WOOD
(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL License

BRONDA KAY WATTS
Notary Public - State of Florida
My Comm. Expires Feb 29, 2016
Commission # EE 145781

Bronda Kay Watts
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ LAKE

Sworn and subscribed to before me this 21st day of April, 20 15

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# J60747

Entity Name: SENTURK MARKETING, INC.

Current Principal Place of Business:

17719 EAST LAKE JEM RD.
MOUNT DORA, FL 32757

Current Mailing Address:

17719 EAST LAKE JEM RD.
MOUNT DORA, FL 32757

FEI Number: 59-2784560

FILED
Feb 11, 2017
Secretary of State
CC0634526562

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

SENTURK, VEDAT
17719 EAST LAKE JEM RD.
MOUNT DORA, FL US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DPS
Name	SENTURK, VEDAT
Address	17719 EAST LAKE JEM RD.
City-State-Zip:	MOUNT DORA FL 32757

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: VEDAT SENTURK PRESIDENT 02/11/2017

Electronic Signature of Signing Officer/Director Detail — Date

10. Property Owner Authorization. * *Check here if same as Applicant* → ☐

I am the fee simple owner (or legal representative) of the property at: 2009 North Cocoa Blvd Cocoa, FL 32922 and I hereby authorize the applicant to submit this Board of Adjustment Application regarding my property described above.

VEDAT SENTURK
(PRINT OWNER NAME)

(OWNER SIGNATURE)

☑ Personally Known OR ☑ Produced Identification

Type of I.D. Produced FL Dr License

BRONDA KAY WATTS
Notary Public - State of Florida
My Comm. Expires Feb 29, 2016
Commission # EE 145781

Bronda Kay Watts
(NOTARY PUBLIC SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ LAKE

Sworn and subscribed to before me this 21st day of April, 20~~1~~15

---

11. Applicant Signature.

KENNETH L. WOOD
(PRINT APPLICANT NAME)

(APPLICANT SIGNATURE)

☐ Personally Known OR ☒ Produced Identification

Type of I.D. Produced FL Dr License

BRONDA KAY WATTS
Notary Public - State of Florida
My Comm. Expires Feb 29, 2016
Commission # EE 145781

Bronda Kay Watts
(NOTARY PUBLIC SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ LAKE

Sworn and subscribed to before me this 21st day of April, 20 15

FOR OFFICE USE ONLY

~~Fee of $~~ _____ ~~in cash ☐ or check ☐ (No: _____) payable to the "City of Cocoa".~~

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

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

June 18, 2015

Kenneth L. Wood
Florida Petroleum Services Inc.
2070 South Orange Blossom Trail
Apopka, FL 32703

RE: **PZ-15-00800005 – Variance (2009 N. Cocoa Blvd.)**

Dear Mr. Wood:

This letter is to inform you that on June 17, 2015 the City of Cocoa Board of Adjustment **approved** your variance request in accordance with Appendix A, Zoning, Article XI, Section 12(F) to allow for a 12-foot reduction to the required 15-foot rear yard setback in the C-G (General Commercial) Zoning District in order to expand the existing convenience store, with the following conditions:

1. The variance is to allow for the applicant to construct the addition as depicted on the submitted site plan, dated as received on May 22, 2015 and labeled as Exhibit A and the floor plan, dated as received on June 9, 2015 and labeled as Exhibit B. It does not waive any other required setbacks and does not waive the required setbacks for any future structures or additions to the residence.

2. The variance shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the variance. Such permits shall be obtained within six (6) months of the Board's approval.

If you have any questions regarding this decision, please feel free to contact me.

Regards,

Steven Biel
Senior Planner

(Continued)

CO Information

Str/seq	CO Issue Date	Status	Description

Agency Result date	Status	By	Revision	Path In	Path Out	Step Date	Req In	Req Out	Date In Last	Copy plans	Estimated completion	Last action	Action type	Action by
ADMINISTRATION 5/07/2015	APD	SHP			A	10		Y	5/07/2015 In	0	5/14/2015	5/07/2015	APD	SHP
ZONING REVIEW 5/07/2015	APD	SXB			A	20		Y	5/07/2015 In	0	6/18/2015	5/07/2015	APD	SXB
BUILDING DIVISION 10/31/2016	APD	TSD			B	20		Y	5/07/2015 In	0	6/18/2015	10/31/2016	APD	TSD

renewed

issued

SEE NOV dated 11-24-15

Property Information

Address: 2009 N COCOA BLVD
COCOA, FL 32922
Location ID: 16254
Owner name:
PARCEL NUMBER: 24 36175319 21
Alternate ID #: 2413982
Zoning: NA NOT AVAILABLE
Subdivision:

Application Information

DESCRIPTION: REMODEL COMMERCIAL STORE AND FUELING FACILITY
Application status: ISSUED
Status Date: 4/20/2017
Application type: COMMERCIAL ALTERATION
Application date: 5/07/2015
Valuation: 50000
Square footage: 0
Public building: NO
Reviewed by: TSD T SCOTT DAVIS
Pin number: 993248
Entered by: COCOSHP

Contractor Information

Contractor Name: FLORIDA PETROLEUM SERVICES INC
Contractor Number: 1635
Type: CERT BLG CONTACTOR
Status: ACTIVE

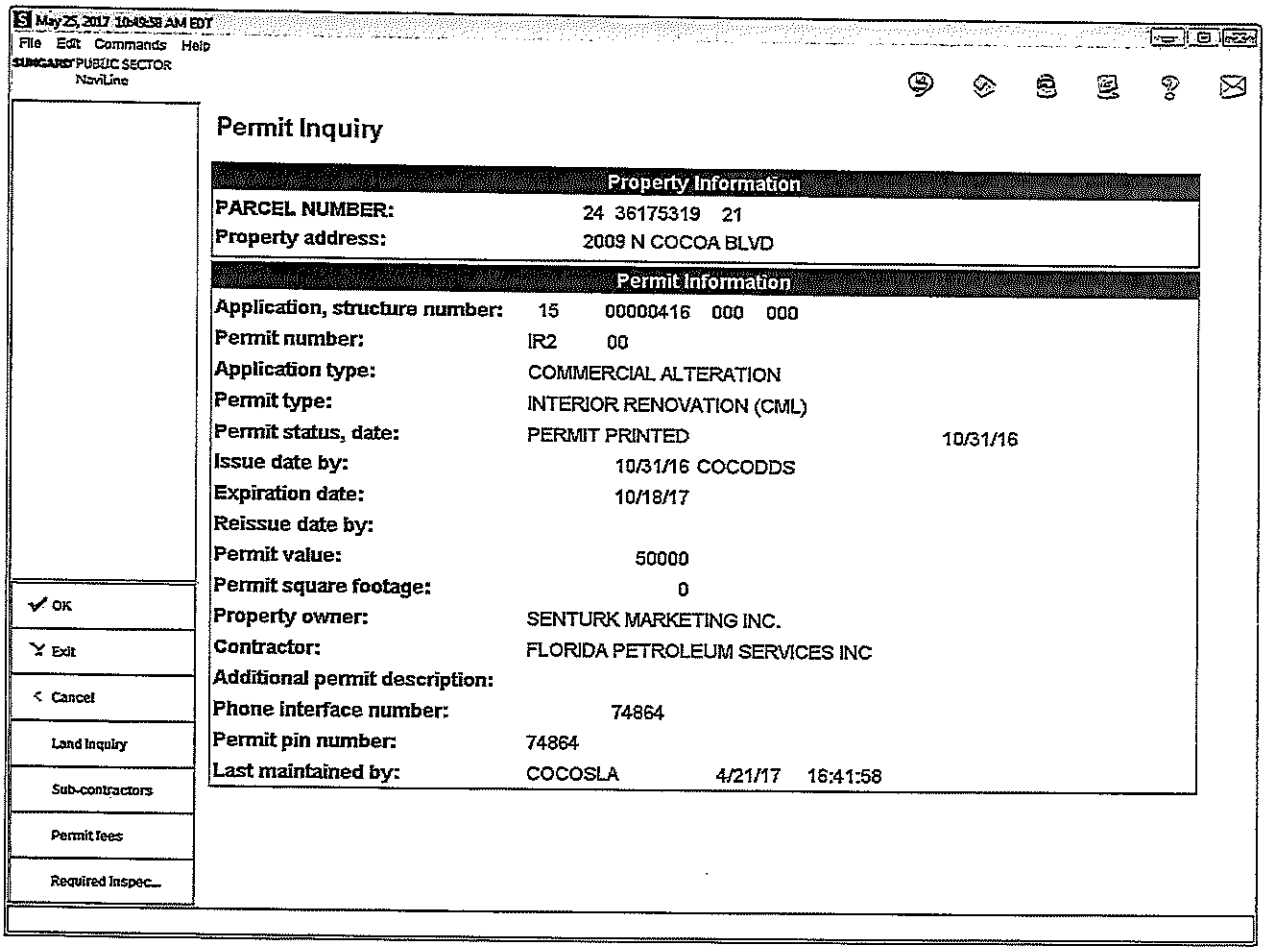
Contractor Requirements	Doc Number	Exp Date
STATE LICENSE/CO COMP	CBC036541	8/31/2018
COUNTY TAX RECEIPT/ O/L	ORANGE	5/06/2017
LIABILITY INSURANCE	Y	6/29/2017
WORKER'S COMP INSURANCE	WC201700000	1/01/2018
REPOSITORY	NO	5/06/2015

Outstanding Inspections

Type	Insp ID	Schedule Date	Confirmation Number	Permit Description	Pmt Seq	Min	Max
UNDERGROUND MEC					00	10	
UNDERGROUND PLU				INTERIOR RENOVA	00	10	
PRE-LATH (INC F				INTERIOR RENOVA	00	10	
UNDERGROUND GAS					00	10	
GAS PIPING					00	10	
LINTEL/ TIE-BEA					00	20	
ROOF SHEATHING					00	30	
ROOF DRY-IN					00	40	
ABOVE CEILING (					00	50	
ROUGH MECHANICA					00	50	
FINAL BUILDING					00	1000	

Work Description

Code	Description	Quantity



Permit Inquiry

Property Information	
PARCEL NUMBER:	24 36175319 21
Property address:	2009 N COCOA BLVD

Permit Information		
Application, structure number:	15 00000416 000 000	
Permit number:	IR2 00	
Application type:	COMMERCIAL ALTERATION	
Permit type:	INTERIOR RENOVATION (CML)	
Permit status, date:	PERMIT PRINTED	10/31/16
Issue date by:	10/31/16 COCODDS	
Expiration date:	10/18/17	
Reissue date by:		
Permit value:	50000	
Permit square footage:	0	
Property owner:	SENTURK MARKETING INC.	
Contractor:	FLORIDA PETROLEUM SERVICES INC	
Additional permit description:		
Phone interface number:	74864	
Permit pin number:	74864	
Last maintained by:	COCOSLA 4/21/17 16:41:58	

Lien Reduction Application: Cocoa Section 5

There were several unforeseen delays in completing the remodel to the facility that contributed to the site junk/debris/misc. construction as described below.

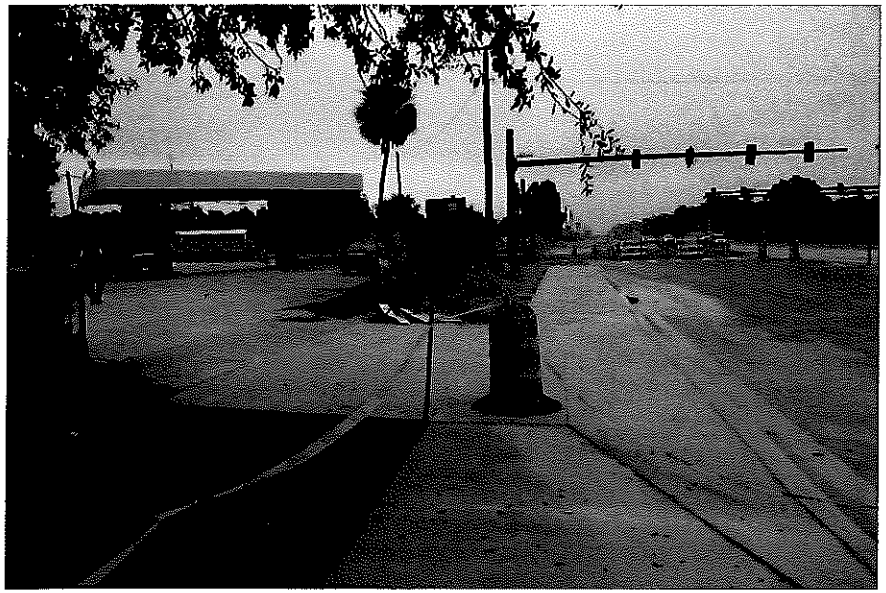
Upon removal of the existing fuel tanks, unknown fuel contamination was discovered. This required additional testing and thus remedial work to be performed prior to continuing with the replacement with new tanks. In addition, this required additional approval from the DEP. Once remedial work was completed and approvals were obtained, planned worked continued behind the original schedule.

In addition to the tank issues, the building provided its own unforeseen delays. Upon removing the top building overhang, rot to the structure was found. Prior to removal and replacement of the overhang, the city required that approval was necessary. The time associated with retrieving this approval further delayed the project. There were also significant time delays with permit plan approval. During the permit approval process, our project architect unexpectedly passed away, further compounding an already stressed time frame. During the facility construction, the state was still working on completing road infrastructure upgrades surrounding the facility which contributed to the debris on the property.

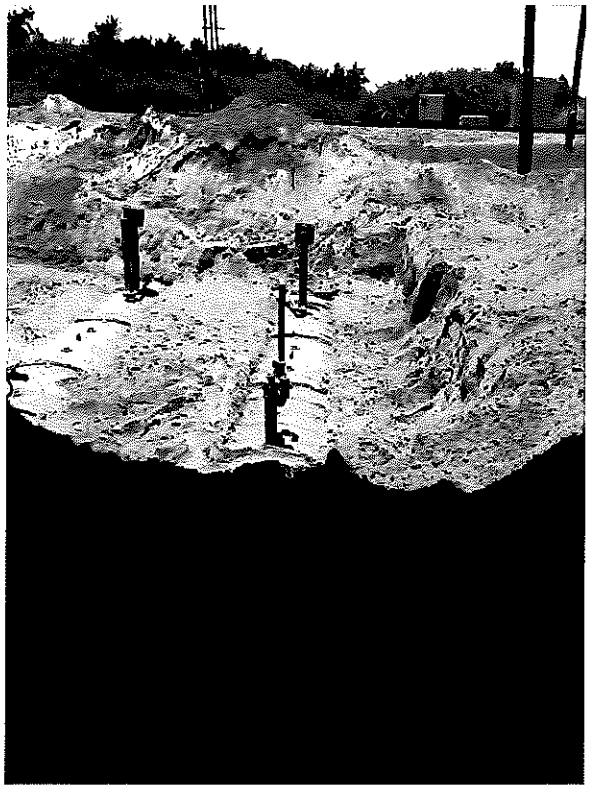
As you can see from the pictures provided, substantial facility upgrades have been made. Several unforeseen and/or unavoidable circumstances have led to schedule delays. However, we have remained committed to enhancing the community and have spent over $500,000 in this pursuit. The old fuel tanks have been removed and replaced with a complete double wall system to ensure not only functionality but protection to the environment. The entire interior of the store has been demolished, redesigned, and rebuilt to provide our patrons with a wide variety of selections. Careful consideration of the exterior of the building have been made to preserve the original charm, namely restoring the original brick walls, while adding visual appeal with new awnings, overhangs, and scroll work.

We understand that the unforeseen project delays have not been ideal, but we ask that you please consider the unforeseen circumstances as described above. We also ask that you please consider the time and effort put into the facility to ensure that everything was completed to the highest standard and that when opened, the facility would enhance the community. Pictures have been provided to illustrate both the unforeseen issues with construction as well at the progress and upgrades to the facility for your consideration.

A.



B.



C.



D.



E.



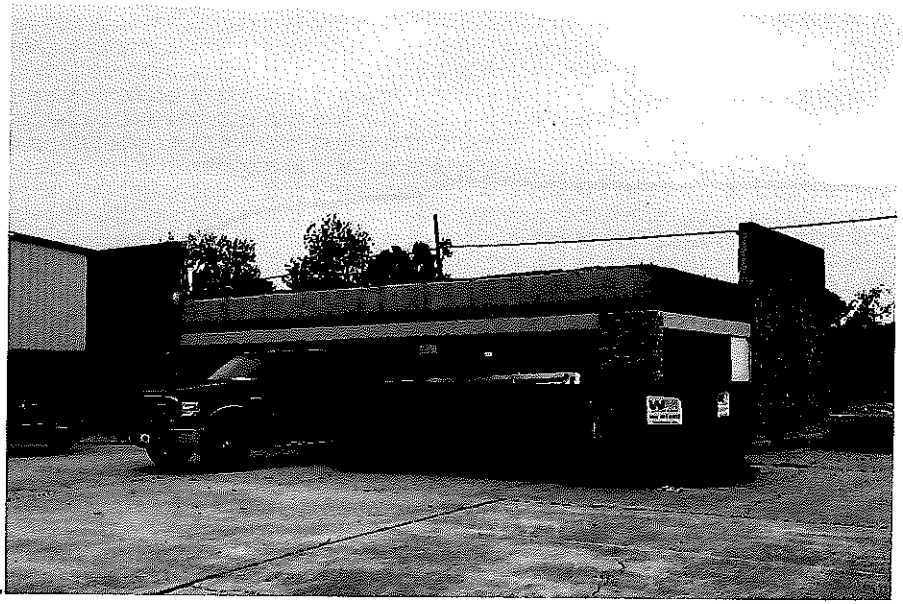
F.



G.



H.



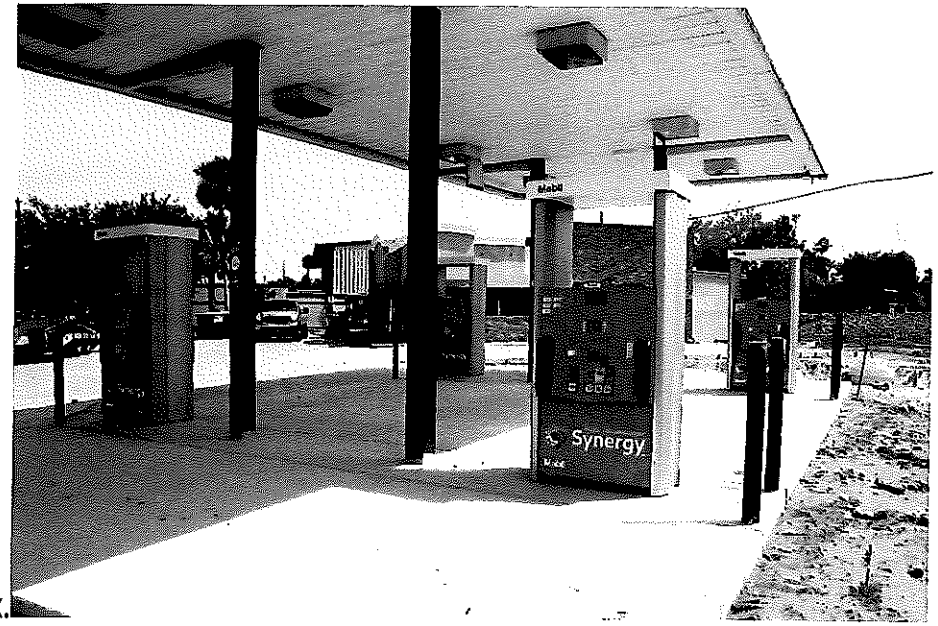
I.



J.



K.



Time line for Code Case #15-1097 2009 N. Cocoa Blvd.

Received application	May 5, 2015
Permit technician review	May 5, 2015
Planning review approval	May 7, 2015
Building comments emailed	May 20, 2015
Received resubmittal	July 23, 2015
Building comments emailed	August 18, 2015
Code Case Started	**November 13, 2015**
Code Re-inspection	**February 1, 2016**
Notice of Hearing	**February 8, 2016**
Code Board Hearing	**February 18, 2016**
Fine Started	**April 17, 2016**
Received resubmittal	**August 12, 2016 – Approx.1 Year passed**
Received resubmittal	August 19, 2016
Building comments emailed	August 27, 2016
Received resubmittal	September 2, 2016
Received resubmittal	September 6, 2016
Building comments emailed	September 13, 2016
Received resubmittal	October 14, 2016
Building comments emailed	October 19, 2016
Received resubmittal	October 28, 2016

Current Status: Issued **October 31, 2016 (1 year and 5 months from submittal)**

Code Case Complied **August 16, 2017**

Legislation Details (With Text)

File #:	18-72	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	3/15/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Informational Item - Update on Heart of Cocoa Substitute Consent Decree. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Substitute Consent Decree entered 012809.pdf heart of cocoa - boundary_.pdf heart of cocoa - zoning ma.pdf 1988 Orlando Sentinel Article Re Consent Decree Area.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2018
Agenda Date: March 27, 2018
Prepared By: Anthony A Garganese, City Attorney and Karen D. Hamilton, Community Services Director
Through: John A. Titkanich, Jr. AICP, ICMA-CM, City Manager
Requested Action:
Informational Item - Update on Heart of Cocoa Substitute Consent Decree

BACKGROUND:

First, this Agenda Item is not intended to be an all-inclusive account of history of the Heart of Cocoa and the matters leading up to the adoption of consent decree related to the Heart of Cocoa neighborhood. It is also not intended to be an all-inclusive account of all actions taken by the City related to comply with the applicable 1990 consent decree, as substituted by the substitute consent decree in 2009. Rather per the direction of the City Council, this Agenda Item is intended to provide a summary of the history of the Heart of Cocoa neighborhood and the consent decree matter for purposes of educating the current members of the City Council, City staff, and interested members of the public who did not experience, first hand, the events leading up to the adoption of the consent decree and the substitute consent decree, including the early implementation thereof. Hopefully, the importance of the Heart of Cocoa to the city of Cocoa is captured herein and the relevance of the Substitute Consent Decree will be better understood.

History and Significance of the Heart of Cocoa Neighborhood

In addition to the Voting Rights Consent Decree, which was reviewed by the City Council two

meetings ago, the City is also subject to another federal consent decree that only applies to a specific geographical area within the City known today as the “Heart of Cocoa” neighborhood (“HCN”) (also commonly referred to in the past as the “Consent Decree Area or Core Area”.) Although the two consent decrees serve two totally different purposes, both consent decrees share a common thread involving the challenges faced by the black community in Cocoa. The Heart of Cocoa consent decree was adopted in the federal district court case, Beatrice Houston, et. al. v. City of Cocoa, Civil Action 6:89-CV-00082-PCF.

The HCN is located immediately west of the historic Cocoa Village and although the boundaries are irregular, the boundaries are generally between several major roadways: east of Florida Avenue, South of SR 520; west of US 1; and north of Rosa L. Jones Blvd (formerly Poinsett Drive). A map of the HCN is attached to this Agenda Item. The HCN has been subject to a federal consent decree since 1990. The original voluminous consent decree (approx. 150 pages including exhibits) was replaced by a substantially streamlined Substitute Consent Decree on January 28, 2009 (6 ½ pages). As noted above, the Substitute Consent Decree only applies to the HCN. A copy of the Substitute Consent Decree is attached to this Agenda Item.

To truly understand the relevance and historical and legal significance of the map and the Substitute Consent Decree, a person must know a little bit about the history of Cocoa, particularly the black community in the HCN. Cocoa has a tremendous history going back to the initial settlement days in the late 1880s and incorporation as a city in 1895. During this time period, the Cocoa Village area was born and began to establish itself. During this time period, a sizeable black community also began to settle into a small area, and establish homes, on the west side of Florida Avenue and the railroad tracks that once ran in the vicinity of the existing location of Florida Avenue (commonly referred to as the old Flagler Railroad line). Moreover, over the years several black-owned businesses were known to be located and operating within the HCN including Evelyn’s Beauty Shop, Rosa Marie’s Coffee Shop, D.R. B.C. Scurry’s Office, and J.C. Ager’s Grocery. Further, two historic churches were established in the HCN: Mt. Moriah A.M.E. Church and Greater St. Paul’s Baptist Church. These businesses and churches served the local residents residing in the HCN.

In essence, by the 1980s, the HCN had established itself as an historic African-American neighborhood. According to reported statistics, there were 536 people living in 276 homes by1980 and virtually all the residents were African-American. See Koons, Fair Housing and Community Empowerment: Where the Roof Meets Redemption, 4 Geo. J. on Fighting Poverty 75 (Fall, 1996). Severe poverty marked the HCN: 76% of the residents earned less than $5,000 per year; rents were nearly half ($130 per month) of what was expected for minimally expected rent for a standard unit; two out 5 households did not own an automobile; only 22% of the residents owned their own home and 78% rented; and half of the residents were purported to be elderly. Id.

But, by the same time period, heavier wholesale commercial uses were also established in the HCN and dotted the landscape between homes. These heavier commercial uses were neither owned by nor serving the residents and included auto body shops, storage yards and a central facility for a major utility company. Id. Some of these businesses still exist in the HCN today.

As time passed, the HCN suffered significant decay and dilapidated structures had to be demolished. As a result, a significant number of vacant lots were created and exist today. From past experience, the City has noticed that many of the vacant lots have title challenges existing in the chain of title because properties were not properly conveyed over the years.

The Redevelopment Agency and Community Redevelopment Plan.

In the early 1980s, the city of Cocoa was one of the first municipalities to create a redevelopment agency in the State of Florida. A large redevelopment area was established and currently exists today. The area includes the HCN. Significantly, the first Redevelopment Plan was adopted during this time period, and the details contained in this Plan were, in retrospect, the root cause of the consent decree being imposed on the HCN.

Particularly, the Plan identified numerous subareas within the redevelopment area and a specific project was planned for each subarea with the goal of encouraging economic redevelopment within each subarea for purposes of ameliorating slum and blight within the redevelopment area. The projects were ambitious and included a 99 slip marina, a restaurant complex, riverfront condominiums, Willard Street Office Complex, Historic Preservation District, Cocoa Village theme extension, Downtown Parking expansion, Florida Avenue widening, among other projects. The HCN, which was referred to as the "Core" redevelopment area at the time, was identified as Project 12. Generally, Project 12 called for the development of townhouses, shopping centers, professional offices and park space within the HCN. But, perhaps incredibly by today's standards, Project 12 explicitly called for the removal of all of the existing homes in the HCN and the displacement of the residents through a very detailed relocation benefits program that was incorporated into the Plan in order to make way for the redevelopment of the Core area. Project 12 was expected to displace approximately 300 households including the home owned by one of the plaintiffs in the case, Beatrice Houston.

As with the creation of most redevelopment agencies, Cocoa's downtown redevelopment agency was slow to get moving. To kick start the Agency's redevelopment efforts several years after creation in 1988, the City proceeded with the adoption of a comprehensive amendment to its comprehensive plan and rezoning ordinances. See Cocoa Ordinance 7-88. Relevant to the HCN, the zoning map and code would be amended to Core Commercial and RU-2-25, which would allow more refined commercial uses and high density residential to presumably support higher end shops, professional offices, condominiums and townhouses called for under Project 12 within the Redevelopment Plan. Most of the existing residential and higher intense commercial uses would become nonconforming. To say the least, this ordinance became highly contentious and opposition to the Ordinance and Project 12 grew not only among the residents who feared losing their homes, but among the commercial businesses in the HCN who feared they could be prevented from expanding or rebuilding their businesses because they were being made nonconforming uses under the new zoning ordinance.

The sentiment at the time of City officials and opponents is generally reflected in a special newspaper article published in the Orlando Sentinel on February 21, 1988 which was entitled "Cocoa: Neighborhood Must Go Old Timers Reluctant to Lose Way of Life." A copy of the Article is attached to this Agenda Item. First, from the City's perspective, some officials felt that crime was tearing the neighborhood apart citing, for example, the old Silver Dollar Bar which was located on Hughlett Street and vagrants. It was reported that City Councilwoman Betty Woehle said, "We're looking to Cocoa's future. Without question, that area is more suited to what we have in mind." City Councilman Noah "Sonny" Butt, Jr. was quoted as saying, "The city should buy and tear down the neighborhood a block at a time until developers are willing to come in." Community Improvement Director Rochelle Lawandales described her vision of the neighborhood as follows: "I see a One Harbor Place, the 1900 Building. I see the Hilton at Rialto Place. … If we have one holdout property

owner and something like a Hilton wants to come in … you're darn tootin' we'd do everything to get that property." The Redevelopment Coordinator, Merrill Ladika, echoed that statement, reasoning, "If we're going to have a development come in, you can't have Mrs. Smith in her little shack on the corner. … She's going to have to go somewhere else too." In Ms. Ladika's assessment, "It's not like they're leaving the good old days. The good old days are long gone for those people." The former staff member credited with authoring the Redevelopment Plan, Doug Robertson, offered this summary: "The core area, in pragmatic, cold dollars and cents, should be very valuable."

Opposition to the zoning change and the Plan came from two different factions at odds with one another in the HCN and with different perspectives: the intense commercial business owners and the residents. The business owner's perspective can be summarized by Chuck Billias of Billias Brothers Body Shop, who was quoted as saying, "I'm concerned about this, very upset. I've been in business here for 15 years. I spent a lot of money … to expand my business. … If my business burns down, I couldn't rebuild it. … this thing might just end up in court." However, from the standpoint of the residents, a general theme was. "I own this house," said resident Omega Austin. "My daddy built this house and that makes it special. … We had so many Christmases in this house, big feasts with all the grandchildren. There's so many memories, I'm talking about fifty years." In her mind, the neighborhood still had significant value. She replied, "Everybody still looks out for each other. If you miss somebody a couple of days, you go check on them. You walk across the street and say, "Are you all right, Miss Rosa? Is there anything I can do for you?" Regarding his impression of the relocation benefits, resident Glanville Bethel proclaimed, "It would make no sense to take $40,000 or $50,000 if it's not enough to go buy another house. Because then you have to rent, and when you're out of money you're out on the streets." Landlord Willie Davis' view point was the zoning change and Plan were designed to "root the people out of the area in a small and slick way. That's what it's all about. They want this entire area, from U.S. 1 to the beach, lily white."

The Lawsuits and Legal Challenges to City's Redevelopment Plan - In General.

The City Council faced mounting criticism and opposition to the zoning changes and Plan especially by black residents in the HCN. The residents retained local legal counsel, Central Florida Legal Services, who in turn obtained assistance from the NAACP Legal Defense & Educational Fund, and a New York City law firm specializing in land use law. In sum, residents argued that the zoning changes and Plan had a disproportionate adverse impact on black residents and mounted a multi-prong legal attack against the City and CRA challenging the zoning change and Plan. In very general terms, they filed: (1) objections to HUD; (2) a petition challenging the City's Comprehensive Plan Amendments; and (3) a twelve count complaint in Federal Court. For the limited purpose of this Agenda Item, it would suffice to say that many of the challenges, except for the Comprehensive Plan challenge related to whether the amendments were in compliance with the State's Growth Management Act, were based on several allegations and legal theories, and proffered evidence by the plaintiffs, that the City's past practices constituted race-based discrimination under Federal law including the adoption of the zoning changes by the City and Plan by the CRA and City.

As string of legal events later occurred. The challenge to the Comprehensive Plan amendments were affirmed by the Administration Commission (Governor and Cabinet) and the amendments were found to be not in compliance with the Growth Management Act. HUD advised the City that its CDBG funds were in jeopardy. In addition, the City's motion to dismiss the federal lawsuit was denied by the Federal District Court. Ultimately, the plaintiffs, City and HUD engaged in settlement negotiations and a settlement was reached after the November 1989 City Council election when a more pro-neighborhood City Council apparently took office. The original Consent Decree soon followed.

The Original Consent Decree

The original Consent Decree included a variety of provisions intended to preserve and enhance the HCN including three extensive implementing ordinances: (1) rezoning the HCN to low density residential; (2) a housing rehabilitation program; and (3) amendments to the comprehensive plan including a low density future land use map amendment for the HCN. The City and CRA also agreed to appropriate $675,000 over five years for single family housing rehabilitation in the HCN. Additionally, the Consent Decree provided provisions related to: a permanent injunction against involuntary displacement of African-Americans from the HCN; special notice to residents of private- and City-initiated rezonings; affirmative action in non-displacing rental rehabilitation; a new construction in-fill homeownership program for low-income families to be administered by a community development corporation; a historic preservation plan (including the designation of the Richard E. Stone Historic District); assistance with a neighborhood community center; certain compensatory damages for the named plaintiffs in the case; and reservation of attorneys' fees and jurisdiction by the Federal District Court for enforcement if necessary. As for the owners of the intense commercial business owners, a compromise was reached and protections were adopted to permit the existing businesses to continue to operate within the HCN until abandoned or converted to other allowable commercial uses until the converted uses were abandoned. Some existing commercial property owners unsuccessfully attempted to prevent the adoption of the Consent Decree.

The City has taken various actions to implement and comply with the original Consent Decree over the years. Examples of the actions that it has taken include, but are not limited to:

Zoning
Required the City to change the zoning in the Cocoa CRA area and revise the applicable code and maps to preserve the "low-density residential character," maintain and expand conversion right of existing commercial businesses and induce affordable housing.

City Action
The City rezoned the consent decree area to RU-2-10 and revised the relevant zoning codes and maps and directed. The City has not initiated any rezoning of the HCN. The RU-2-10 designation has remained on the HCN since its adoption.

Neighborhood Improvement Plan
The intent was created to improve the quality of homes and residential character of the area by detailing and implementing programs to: rehab single-family housing, improve rental housing, and promote affordable house construction.

City Action
A Heart of Cocoa Neighborhood Revitalization Plan was developed. The City used over $400,000 in various funding sources (CDBG, HOME, SHIP, and CRA) to rehabilitate, replace, and construct new homes. The City and CRA also invested over $1 million dollars to stabilize the consent decree area including the monies required to be appropriated by the Consent Decree. A combination of CRA, SHIP, and CDBG funds were used for emergency home repair, housing rehabilitation, relocation expenses, replacement and new construction. Several infrastructure projects were completed including the installation of water /reclaimed water mains, conduits for street lights, crosswalk improvements, street repaving, and streetscapes. The City continues to look for opportunities to

address affordable housing needs in the HCN.

Historic Preservation Plan
This plan contains specific activities required to preserve and memorialize historically significant structures.

City Action
The City designated the Richard E. Stone Historic District as directed by the Consent Decree. In addition, the City identified and mapped historic resources located in the decree area.

Consistency Clause
Required specific revisions to the City's Comprehensive Plan to: define and maintain low-density residential land use, identify and preserve historic resources, and include housing and neighborhood improvement goals.

City Action
The City adopted Ordnance 15-90 to revise the comprehensive plan consistent with the requirements of the Consent Decree. As noted below, many of these comprehensive plan policies protecting the HCN and other residential areas substantively exist in the current City Comprehensive Plan.

Future Assurances
The major substance of the further assurance clause was that the City agreed not to take any action or to initiate any rezoning of the HCN that has the purpose or effect of involuntarily displacing current or future members of the plaintiff's class. Further, the City agreed to provide the plaintiffs with certain notice related to other zoning requests. Additionally, the City agreed to enforce the zoning code applicable to the existing CW commercial uses within the HCN.

City Action
As noted above, the City has not initiated any rezonings in the HCN. Further, City staff is not aware of any zoning applications being initiated by any of the property owners in the HCN. The City has, in the past, discouraged certain property owners from filing rezoning applications to attempt to initiate new commercial uses within the HCN because of the terms and conditions of the Consent Decree. Over the years, the City has also taken code enforcement actions against property owners that attempt to commercially use their property in violation of the RU 2-10 zoning provisions, and to preserve the HCN. Further, in 2001 the City retained consultants, Moore Enterprises Worldwide, LLC and Blackmon Roberts Group, Inc. to conduct a study of the HCN. The Consultants held numerous public meetings, conducted surveys of residents and community stakeholders, and prepared and presented to the City Council a Neighborhood Revitalization Plan, dated September 28, 2001, for the HCN.

The Substitute Consent Decree

As the years passed, Congress enacted restrictions to the Legal Services Corporation Act that resulted in Central Florida Legal Services withdrawing as counsel for the plaintiffs. Soon thereafter, Southern Legal Counsel, from Gainesville Florida, appeared on the scene, and engaged in vigorously monitoring the City's enforcement of the original Consent Decree. As referenced above, the original Consent Decree was very voluminous and contained numerous provisions which were incorporated into the City's zoning code and comprehensive plan. It also served as a permanent injunction

against the City relative to enforcement of its terms and conditions. City staff and City Council realized through experience that many of its provisions became obsolete or were very cumbersome and subjective to enforce. Communications by the City and Southern Legal Counsel were fairly regular in the mid to late 2000s. Towards the apparent end of their legal representation, Southern Legal Counsel served, but did not file, a proposed motion to find the City in contempt related to the enforcement of the Consent Decree. They also sought reimbursement of attorney's fees and costs for monitoring the Consent Decree on behalf of the plaintiffs' class. This action taken by Southern Legal Counsel resulted in the City and Southern Legal Counsel engaging in serious negotiations to amend the Consent Decree and to condense it down to its fundamental spirit and essence: to wit; maintaining the low density residential character of the HCN. The parties ultimately agreed on the City's payment of attorney's fees and costs, the motion for contempt was withdrawn, and the Substitute Consent Decree was prepared by the Parties and approved by the Federal District Court on January 28, 2009. The Substitute Consent Decree entirely replaced the original Consent Decree and the original Consent Decree, with its voluminous implementing ordinances and terms, is no longer in effect. A copy of the Substitute Consent Decree is attached to this Agenda Item.

The Substitute Consent Decree is only 6 ½ pages long and contains five short articles as follows:

1. ***Zoning.*** The City will maintain the low density residential character of the HCN; encourage voluntary replacement of existing wholesale commercial uses with low density residential uses or low intensive neighborhood commercial uses such as mixed use developments, while preserving existing uses as provided by law. Further, the City will encourage production and development of affordable houses by the private sector in the HCN.

2. ***CRA's Redevelopment Plan***. The City and CRA will generally support a variety of housing initiatives in the HCN. For example, through the CRA's Redevelopment Plan, the CRA and City shall continue to support applications for Section 8 housing certificates, vouchers, and other rental housing programs. The City will support programs for improving rental housing, infill housing, new construction of affordable housing to low and low to moderate income persons in the HCN. The City will make affirmative efforts to promote the use of rental assistance in conjunction with rental rehabilitation units to members of the plaintiffs' class who are low income renters and to take other appropriate measures. The City and CRA shall continue to support the development of new single family residences in the HCN for low and low to moderate income families and to support. The City and the CRA may also enhance the residential character of, an neighborhood amenities within, the HCN by supporting appropriate neighborhood commercial uses within the HCN and along the outermost perimeter of the HCN and adjacent to Florida Avenue, US Highway 1, or Rosa L. Jones Drive.

3. ***Consistency Clause***. The City will maintain provisions within its Comprehensive Plan that denote and protect the HCN's low density residential land use; recognize and preserve historic resources with the HCN, and reflect the goals of housing and neighborhood improvement for the HCN. However, unlike the original Consent Decree which contained voluminous and cumbersome enabling provisions, the Substitute Consent Decree provides the City with the flexibility to enact, and amend provisions as necessary to serve the aforesaid guiding principles.

4. ***Future Assurances***. The City and CRA agree not to initiate a rezoning in the HCN or take any action in the HCN which has the purpose or effect of involuntarily displacing current or future members of the Plaintiff class. Special notice requirements must be met for any rezonings, or

modifications to zoning and comprehensive plan regulations or the CRA plan that are applicable to the HCN. Further, the City must give due weight to preserving the low density residential and historical character of the HCN in acting on rezoning request. The City will continue to enforce the provisions of the RU-2-10 zoning code and all ordinances applicable to CW uses which were existing as of March 8, 1988. The City shall also take such other action as the City deems necessary to remove or correct conditions that pose public safety hazards to HCN residents or that substantially undermine the quality of the residential environment.

5. ***Miscellaneous***. The Court retains jurisdiction to enforce the Substitute Consent Decree. The Plaintiff's counsel shall not be entitled to monitoring fees and expenses after February 10, 2005, which was the cut-off date for the previous reimbursement made by the City and CRA. However, should the Plaintiffs successfully seek enforcement of the Substitute Consent Decree, or defend a motion to modify and/or terminate the Substitute Consent Decree, the Plaintiff's counsel is not barred from seeking prevailing arty attorney's fees and costs against the City and CRA.

Since it was approved, the City has taken various additional actions to implement and comply with the Substitute Consent Decree over the years. Examples of the actions that it has taken include, but are not limited to:

1. The Heart of Cocoa is a Sub-district of the Cocoa Redevelopment Agency's Waterfront Overlay District. Consistent with the Substitute Consent Decree, the zoning is RU2-10 which allows for low-density single and multi-family residential. Allowable building types include single-family, mixed use, and neighborhood supported commercial.

2. On July 15, 2016 at a Ministerial Alliance Meeting city leadership presented on three topics, one of which was regarding the Substitute Consent Decree. At the conclusion of the presentation, members of the public were able to participate in a question and answer session. Community Services staff works closely with property owners and developers to ensure proposed development applications are consistent with current zoning and future land use in the HCN. Projects that seek to expand existing or cerate high intensity commercial uses are denied and staff encourages revision of unsuccessful plans to consider allowable uses. Code enforcement staff conducts routine sweeps of the consent decree area. The Planning and Zoning division created a parking schematic for a used car lot on US1, to address a code violation. The economic development team identifies appropriate alternate sites for voluntary relocation of non-confirming uses.

3. CRA's Redevelopment Plan requires the City and the CRA to support applications, programs, and diverse types of developments resulting in the rehab, infill, and construction of housing that is affordable to low and low to moderate income groups. The support of appropriate neighborhood uses is sought adjacent to and along the perimeter of the HCN as required by the Substitute Consent Decree.

4. Through the City's Housing program two structures were demolished at 232 Orange Street; one new house was constructed; and two replacement homes were built.

5. The CRA invested $1.25 million for the US 1 Widening and Beautification Project. This important infrastructure project was completed in 2016 and included decorative street lights, texturized median treatments and landscaping to intersection medians at Forrest Avenue, Dixon Boulevard, and State Road 528 interchange. While outside the HCN, the road widening and beautification efforts have resulted in development interest east and west of, and along the Project

corridors.

6. The City and CRA were partners on the Florida Avenue Complete Streets project. This $3.4 million infrastructure project was completed in 2017 and resulted in new sidewalks, shared bike/car lanes and light to improve mobility for all users. This project has spurred redevelopment interest on both sides of Florida Avenue including two new neighborhood commercial establishments Time Out Sports Bar Plus and Cryderman's Barbeque opened in 2017.

7. The CRA is in the proceeding with developing a site at 6 Forrest Avenue into a gateway entry feature and pocket park to create an enhanced entryway into Downtown Cocoa near the HCN. The resulting Department of Environmental Protection Voluntary Cleanup Tax Credits can be used to incentivize complementary development projects.

8. A Community Meeting Room within the HCN was once an aspiration under the original Consent Decree, but grant funding referenced in the Consent Decree was not obtained to construct it. Notwithstanding, the City has taken the initiative to plan for the construction of a new community meeting room at 217 Factory Street. This new facility will serve community residents and groups. The meeting room site was acquired by the City on January 30, 2015. The City contracted with RZK Architects to design the building in 2015. The City original went to bid on the construction portion in 2016, but unfortunately was required to rebid the project when the proposals received were much higher than the budgeted amount. The project went to rebid on August 17, 2017. City Council later authorized the City Manager to execute contract documents with C&D Construction at its October 24, 2017 meeting. The site is being prepped for construction and the building should be completed in the late summer of 2018 absent unexpected delays.

9. The City expended approximately $850,000 to acquire the former Oaks Mobile Home Park at the corner of Florida Avenue and Rosa L. Jones Blvd, and pursuant to a study has identified multi-family residential development, with a small neighborhood commercial use, as the highest best use for the property. The City has also issued a Request for Proposals in January 2018 to redevelop the former Oaks Mobile Home Park. The site is comprised of one main parcel and a smaller companion parcel totaling just under 5 acres of vacant land immediately suitable for development. Although this future project is just outside the HCN boundaries on the south side of Rosa L. Jones Boulevard, this residential project, if it comes to fruition, is expected to serve as a catalyst for additional residential development in and around the HCN.

10. The consistency clause in the Substitute Consent Decree requires the City's Comprehensive Plan to contain goals, objectives, and policies that protect the HCN's neighborhood characteristics. The following goals, objectives and policies of the Future Land Use and Housing Elements of the City's Comprehensive Plan are applicable, in relevant part, to assist in maintaining and supporting the low-density and historic character of the consent decree area:

I FUTURE LAND USE ELEMENT

Goal 1.1 Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Objective 1.1.1 Future Land Use Categories Established. The city hereby establishes land use categories and a Future Land Use Map (FLUM) that provide for compatible and coordinated land

uses, allowing for the protection of natural and historic resources as well as maximizing economic development opportunities

Policy 1.1.2.3: Low Density Residential (LDR). Low-density residential areas are neighborhoods of single family detached housing, limited multiple family attached housing and limited clustered single family attached housing. Institutional, open space and recreational uses are also allowed in this category. The following criteria shall be used for determining appropriate locations for low density residential areas.

A. Low-density residential areas shall be buffered from the nuisance effects of higher intensity uses and major traffic corridors.

B. Low density residential developments should be located in areas where more intensive development would be unwarranted due to environmental constraints, incompatible with surrounding land uses, or where criteria set forth in Paragraph c, below, cannot be met.

C. The City may permit increased densities up to 12 units per acre as part of planned residential development or planned redevelopment activities based on the following criteria:

1. Redevelopment through rehabilitation and improvement of substandard or deteriorating housing.
2. For planned redevelopment activities, preservation and improvement of neighborhoods containing affordable single family and multiple family housing, especially where neighborhoods contain vacant lots or abandoned commercial uses.
3. Use of a variety of building and site designs, housing types and efficient construction techniques that lower construction cost.
4. Provide for more efficient use of land and protection of the existing neighborhoods, natural systems, and historic resources.

Policy 1.1.2.8: Neighborhood Commercial. Neighborhood commercial areas are intended to be low-impact in nature and serve the needs of the immediate residential area. The following criteria shall be used for determining appropriate locations for neighborhood commercial land use designations on the future land use map.

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

B. The City anticipates that by 2020, the overall mix of uses in the Neighborhood Commercial Land Use category throughout the City will be a minimum of 85% commercial/office, public/institutional and recreational and a maximum of 15% residential.

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.1.4.5: The City shall protect and buffer residential areas in the Cocoa (Downtown) Redevelopment Area from uses of high density or intensity.

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

Policy 1.1.5.2: The City shall consider developing neighborhood plans, as needed, to either strengthen preservation of established neighborhoods or encourage redevelopment of transitional neighborhoods.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Objective 1.1.6: Historic and Archeological Resources. All development activities undertaken in the City will be consistent with and supportive of the plan's goals, objectives, and policies for protecting historic and archeological resources.

Policy 1.1.6.1: The City shall undertake the necessary steps to identify its historical and archeological resources and create a local register of historic places. The local register will list all the properties within the City that have been designated as an individual historic resource or historic districts.

Policy 1.1.6.2: The City shall consider creating design regulations to protect the locally designated historic sites and districts.

Policy 1.1.6.3: By 2012, the City shall consider a historic preservation ordinance to protect significant historic, cultural and archaeological resources.

Policy 1.1.6.4: Nominations may, with the owner's consent, be made to the National Historic Registers based upon the periodic review of properties.

Policy 1.1.6.5: The City shall facilitate the education of the public regarding the significance and historic values associated with the City's architectural, historical, geological, and archaeological resources, and the costs associated with the loss of such resources.

Policy 1.1.6.6: The City shall give consideration to the establishment of an historic zoning district.

Objective 1.3.2: Maintain Infrastructure. The City shall maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors.

Policy 1.3.2.1: To the extent financially feasible, the City shall continue providing adequate supporting infrastructure (i.e. paved streets, sanitary sewer, drainage, potable water, etc.) in strategic locations throughout the City to appropriately entice economic development.

Policy 1.1.6.7: The City shall establish a program for public, private, or public and private purchase, within funding capabilities, of development rights to preserve properties identified as historically significant at local or national levels.

Policy 1.1.6.8: The City shall adopt land development regulations that include a requirement for development plans in any areas of the City to identify potential historic resources, to mitigate adverse impacts of development on potentially significant historic resources and to minimize any adverse impacts of development on sites or structures identified as historically significant, except when demolition is required because neither rehabilitation nor relocation is practical.

Policy 1.1.6.9: The City shall look for funding, including grants, to update and expand the 1991 “Historic Buildings of Cocoa” survey.

Policy 1.1.6.10: The location and density of new residential development shall be compatible with historic and natural resources.

III HOUSING ELEMENT

GOAL 3.1: The City shall encourage and promote the provision of decent, safe, and sanitary housing to meet the needs of the present and future population of the
City.

Objective 3.1.2: Elimination of Substandard Housing. The City shall seek ways to eliminate substandard housing conditions and seek ways to improve the structural and aesthetic value of existing homes.

Policy 3.1.2.1: The City shall periodically review and update established housing policies to guide in the conservation, rehabilitation, and demolition program techniques and strategies.

Policy 3.1.2.2: The City of Cocoa will endeavor to eliminate slum and blight throughout the City.

Policy 3.1.2.3: The City shall identify existing housing units that need structural and aesthetic improvements and those that are beyond repair and rehabilitation should be demolished.

Policy 3.1.2.4: The City shall continue to enforce the Florida Building Code and the City of Cocoa’s Property Maintenance Standards and Rental Regulations to ensure the construction and maintenance of sound and safe housing and, to encourage the correction of housing code violations, and to set the standards for quality housing within the City. Low income owner-occupants will continue to be referred to available housing assistance programs.

Policy 3.1.2.5: The City shall continue its proactive code enforcement program to monitor the conditions of the City’s housing stock, reduce the amount of substandard housing, discourage boarded-up buildings, increase the number of affordable units, and preserve available housing stock using city, county, state or federal funds as available and within the scope of funding capabilities.

Objective 3.1.7: Housing Programs. The City shall develop housing programs to improve the structural and aesthetic value of existing homes and the creation of new homes to meet the current and anticipated future residents of the City.

Policy 3.1.7.1: The City shall strengthen public education measures through affirmative outreach efforts to low income households to ensure that the persons or neighborhoods eligible for assistance are aware of its availability as well as the procedures for obtaining such assistance. Public workshops shall be held in areas where the needs are demonstrated.

Policy 3.1.7.2: The City will continue to seek and apply for funding programs to assist in housing rehabilitation, demolition, and preservation for qualified applicants. Housing ownership opportunities for low income households will continue to be provided through federal and state housing programs.

Policy 3.1.7.3: The City shall survey all homeowners receiving housing rehabilitation assistance after receiving assistance to evaluate the quality of the work and to determine homeowner satisfaction with the program.

Policy 3.1.7.4: The City of Cocoa shall promote personal investment in the community and homeownership by encouraging residents, especially those participating in housing assistance programs, to become involved in community service organizations, projects, and City Boards.

GOAL 3.2: In order to encourage the preservation of the existing housing stock and minimize the relocation of residents and the demolition of housing, the city shall ensure the availability and maintenance of supporting infrastructure and avoid the concentration of affordable housing units only in specific areas of the city.

Objective 3.2.1: Housing Stock and Neighborhoods. The City shall encourage the stabilization of neighborhoods by extending the useful life of the existing housing stock through the enforcement of City codes that preserve neighborhood quality and maintain community facilities.

Policy 3.2.1.2: The City shall encourage the stabilization of neighborhoods by maintaining the quality of existing neighborhoods, by upgrading the supporting infrastructure and facilities, including paved public road access; storm water management facilities and flood protection; wastewater disposal facilities; potable water facilities; solid waste collection service; electric utility service; and by protecting natural and historic resources.

Objective 3.2.2: Historically Significant Housing. Housing designated as historically significant by virtue of architecture, social significance, or ethnic heritage will continue to be identified and continue to be preserved and protected, and if possible, maintained for residential uses.

Policy 3.2.2.1: Applications will be submitted by the City to the Florida Division of Historical Resources for the housing units which have been and maybe designated as individual structures or as part of a locally significant historic district to be included on the Florida Master Site File.

Policy 3.2.2.2: The City shall pursue available grants and alternative funding, where appropriate, to expand the local knowledge and awareness of existing historic and archaeological sites and structures.

Policy 3.2.2.3: The City shall assist owners of designated historically significant housing to apply for and utilize state and federal assistance programs.

Goal 3.7: The City shall promote opportunities for the creation of housing and infill development within the city.

Objective 3.7.3: Land Development Regulations. To the greatest extent possible, the City's land development regulations shall not contribute to increased housing costs.

Policy 3.7.3.1: The City shall conduct periodic reviews of existing land development regulations and consider before adoption, policies, procedures, ordinances, regulations, or plan provisions that may have an impact on the cost of housing.

11. The City has not initiated any rezonings in the HCN and continues to enforce the RU 2-10

zoning provisions. If a rezoning application is submitted in the future, the City will properly notify property owners and residents within 500 feet of a property that is considered for rezoning by a third party, and appropriately notice changes to the zoning regulations/comprehensive plan/redevelopment plan applicable to the area covered by the Substitute Consent Decree

Conclusion.

The HCN has tremendous historical significance to the City of Cocoa especially to the African-American community. As explained above, since the original Consent Decree was approved by the Federal District Court, the City has made a substantial financial investment in the HCN and has adopted policies and programs in furtherance of the Consent Decree. In addition, the City hired a local consultant to conduct a study of the HCN and to recommend suggestions to improve the HCN through public and private investment. The City has also taken enforcement action against property owners and tenants when such actions are warranted to preserve the residential and historical character of the HCN. However, for whatever reason, private investment in the HCN has not been significant within the HCN. But, new private and public investment projects have recently materialized on property adjacent to and near the HCN. City staff hopes that this investment will be catalyst for future private investment within the HCN. The City intends to continue to abide by the provisions of the Substitute Consent Decree and desires to continue to maintain the residential and historical character of the HCN.

STRATEGIC PLAN CONNECTION:

This agenda item is consistent with the Community Development component of the Strategic Plan.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council requested a brief update on the Heart of Cocoa Substitute Consent Decree at its February 13, 2018 Council meeting.

RECOMMENDED MOTION:

Information Item - Update on the Heart of Cocoa Substitute Consent Decree

IN THE UNITED DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

BEATRICE HOUSTON, et.al.

Plaintiffs,

vs. CIVIL ACTION 6:89-CV-00082-PCF

THE CITY OF COCOA, et.al.

Defendants.
_____/

SUBSTITUTE CONSENT DECREE

WHEREAS, the Plaintiff Class and the Defendants, City of Cocoa and City Redevelopment Agency (Defendants), agree that the Consent Decree entered by the parties in July 1990 (Dkt. #55) no longer meets the needs of the parties and should be modified; and

WHEREAS, the parties agree that a substitute consent decree should be entered; and

WHEREAS, the parties have negotiated in good faith to resolve their outstanding differences; and

WHEREAS, the parties wish to maintain the residential character of the consent decree area;

WHEREAS, the parties have reached agreement on the payment of attorneys' fees and costs to Plaintiffs' Counsel, Southern Legal Counsel, Inc.;

NOW THEREFORE, it is agreed:

1. The Consent Decree entered on July 25, 1990 (Dkt. # 55) is no longer in effect and this Substitute Consent Decree shall take its place.

2. The area of the City of Cocoa ("Consent Decree Area" or "CDA") is the same as described in the original consent decree as modified by the parties joint stipulation filed July 14, 1988 (Dkt. #179), correcting one section of the CDA's boundaries. This motion was granted on July 17, 1988 (Dkt. # 179-1).

I. ZONING

3. The City shall maintain zoning regulations that apply to the Consent Decree Area that are intended to:

(1) maintain the CDA's low density residential character;

(2) continue to encourage the voluntary replacement of Wholesale Commercial uses, as defined and enumerated in the City Code, Appendix A-Zoning, Article XI, Section 15, with low density residential uses or less intensive neighborhood commercial uses such as mixed use developments where residential serves as the primary use, while preserving rights to existing uses as provided by law; and,

(3) continue to encourage the production and development of affordable homes in the CDA by the private sector through zoning incentives for

the CDA including, but not limited to, any incentives that are currently in place.

II. CRA'S REDEVELOPMENT PLAN

4. The City and the Redevelopment Agency, through the Redevelopment Agency's Redevelopment Plan, shall continue to support programs for improvement of rental housing, and continue to support the program for infill housing and new construction of affordable housing to low and low to moderate income persons in the CDA. To that end, the City and the Redevelopment Agency shall continue to support affirmative measures to support rehabilitation of rental units and owner occupied houses for members of the Plaintiff Class. The City and the Redevelopment Agency shall continue to investigate and, where appropriate, apply for funds from federal, state, and local agencies for improvement of rental housing and owner occupied houses and provision of rental assistance to low and low to moderate income tenants.

5. The City shall continue to support applications for Section Eight certificates, vouchers, and other forms of rental assistance for low income renters. The City shall make affirmative efforts to promote the use of such rental assistance in conjunction with rental rehabilitation of units to ensure the continued affordability of rehabilitated units to members of the Plaintiff class who are low income renters and to take such other measures as are appropriate to prevent displacement of members of the Plaintiff class who are low income renters from rehabilitated units.

6. The City and the Redevelopment Agency shall continue to support the development of new single family residences on vacant lots in the CDA for low and low to moderate income families and to support the rehabilitation of the unoccupied and occupied single family houses in poor condition in the CDA to the extent rehabilitation is physically and financially practicable. The City shall continue its program of the housing bonus program whereby construction or rehabilitation of a qualifying affordable housing unit is required in the CDA. The City and the Redevelopment Agency shall also continue to support non-profit community development corporations which wish to construct new single family homes within the CDA on vacant lots.

7. The City and the Redevelopment Agency may enhance the residential character of, and neighborhood amenities within, the CDA by supporting appropriate neighborhood commercial uses on CDA lots as provided in section I.3(2) above and on CDA lots located along the outermost perimeter of the CDA and adjacent to Florida Avenue, US Highway 1, SR 520, or Rosa L. Jones Drive.

III. CONSISTENCY CLAUSE

8. The City shall maintain provisions with the City's Comprehensive Plan with the intent to:

(1) denote and protect the CDA's low density residential land

use;

(2) recognize and preserve the historic resources in the CDA; and

(3) reflect the goals of housing and neighborhood improvement for the CDA as set forth in this Substitute Consent Decree.

IV. FUTURE ASSURANCES

9. Defendants agree not to initiate a rezoning of the CDA or take any action in the CDA which has the purpose or effect of involuntarily displacing current or future members of the Plaintiff class. In the event of a rezoning initiated by the request of a property owner, the City agrees to give due weight to preserving the low density residential and historic character of the CDA in acting on the rezoning request.

10. In rezonings initiated by property owners, the City agrees to provide individual mailed notice to all property owners and residents in the CDA living within 500 feet of property considered for rezoning, together with all other notice required under applicable laws. In any city-initiated rezoning involving any property in the CDA, the City shall provide individual mailed notice to all residents and property owners of the CDA which notice shall refer to and explain the terms of the Consent Decree, together with all other notice required under law. Notice to property owners shall be taken from tax records maintained by the City.

Notice to residents may be addressed to "Occupant" at the address of each unit located in the CDA.

11. The City agrees to enforce the current provisions of the RU-2-10 zoning code and all ordinances applicable to CW uses which were existing as of March 8, 1988, requiring the removal or regulation of junk yards or unenclosed storage areas in the CDA . However, nothing herein shall be construed to prohibit the City from re-codifying or renumbering those provisions elsewhere in the Code or adopting more stringent zoning amortization provisions related to said CW uses in the future. The City shall also take such other action as the City deems necessary to remove or correct conditions that pose public safety hazards to CDA residents or that substantially undermine the quality of the residential environment.

12. If the City or Redevelopment Agency should consider modifying the terms of the City's zoning regulations or comprehensive plan or the Redevelopment Agency's Redevelopment Plan applicable to the CDA, the City or the Redevelopment Agency shall provide mailed notice and a copy of the proposed modification to Southern Legal Counsel, counsel for the Plaintiffs, at least thirty (30) days prior to the date of initial and final consideration of the proposed modification and provide notice of its intentions in conformity with Florida law.

V. MISCELLANEOUS

13. The Court shall retain jurisdiction for the enforcement of this Substitute Consent Decree.

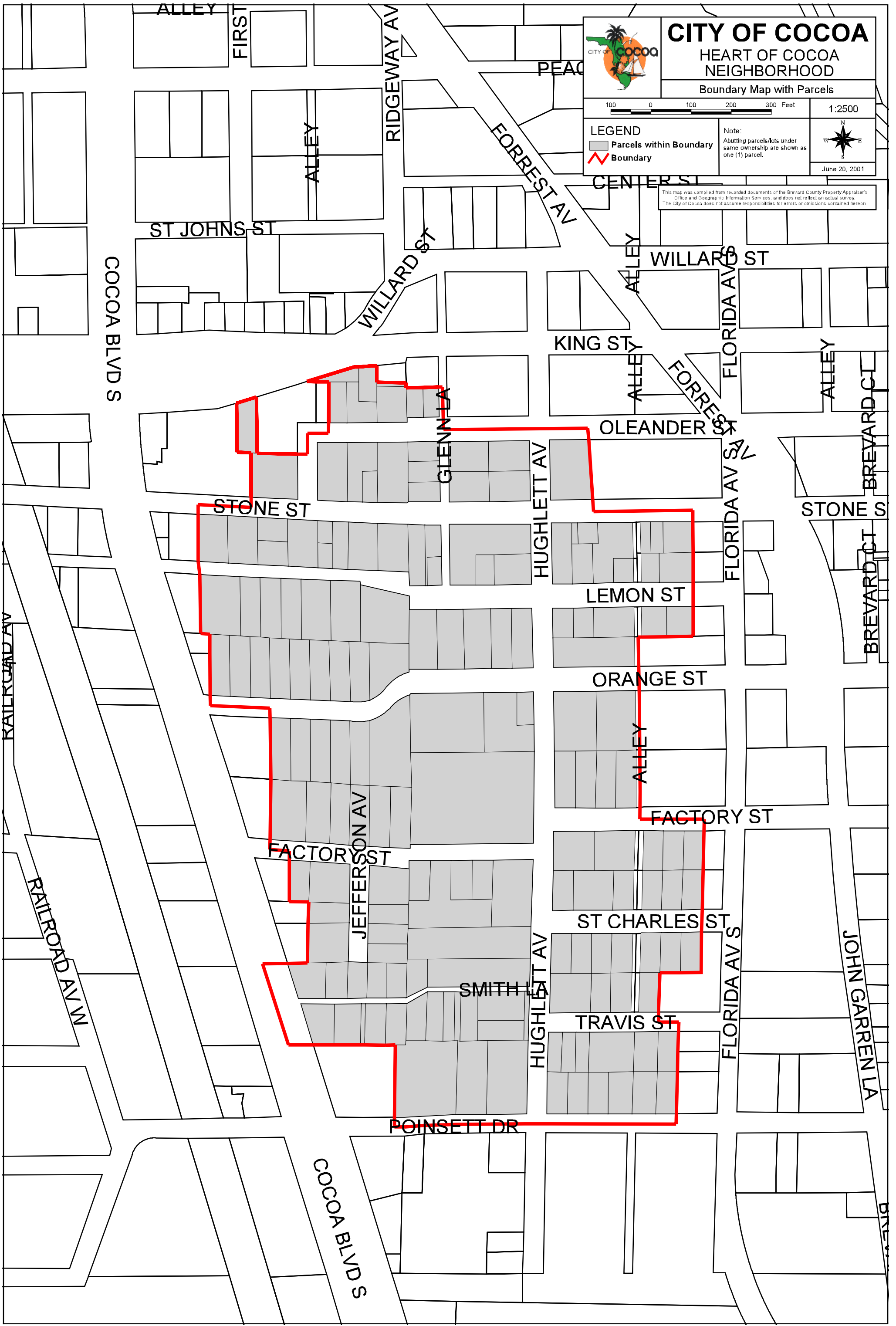
14. Plaintiff's counsel shall not be entitled to any monitoring fees and expenses, including but not limited to attorney's fees, or other fees and expenses after February 10, 2005. However, should Plaintiffs seek enforcement of this decree or defend a motion to modify and/or terminate this decree, they shall not be barred from seeking prevailing party fees and expenses in accordance with applicable law.

APPROVED AND ORDERED in Orlando this 28th day of January, 2009.

PATRICIA C. FAWSETT
UNITED STATES DISTRICT JUDGE

Copies to:

All Counsel of Record


CITY OF COCOA
HEART OF COCOA NEIGHBORHOOD
Boundary Map with Parcels
100 0 100 200 300 Feet
1:2500
LEGEND
Parcels within Boundary
Boundary
Note:
Abutting parcels/lots under same ownership are shown as one (1) parcel.
N
W
E
S
June 20, 2001
This map was compiled from recorded documents of the Brevard County Property Appraiser's Office and Geographic Information Services, and does not reflect an actual survey. The City of Cocoa does not assume responsibilities for errors or omissions contained hereon.
ALLEY
FIRST
RIDGEWAY AV
FORREST AV
CENTER ST
ALLEY
WILLARD ST
ST JOHNS ST
COCOA BLVD S
WILLARD ST
ALLEY
FLORIDA AV S
KING ST
ALLEY
FORREST
ALLEY
BREVARD CT
GLENN LA
OLEANDER ST
HUGHLETT AV
FLORIDA AV S
STONE ST
STONE S
BREVARD CT
LEMON ST
RAILROAD AV
ORANGE ST
ALLEY
FACTORY ST
JEFFERSON AV
FACTORY ST
ST CHARLES ST
HUGHLETT AV
FLORIDA AV S
JOHN GARREN LA
SMITH LA
TRAVIS ST
RAILROAD AV W
POINSETT DR
COCOA BLVD S

CITY OF COCOA

HEART OF COCOA NEIGHBORHOOD

Zoning Map with Boundary and Parcels

1:2500

100 0 100 200 300 Feet

March 14, 2000

Note:
Abutting parcels/lots under same ownership are shown as one (1) parcel.

LEGEND

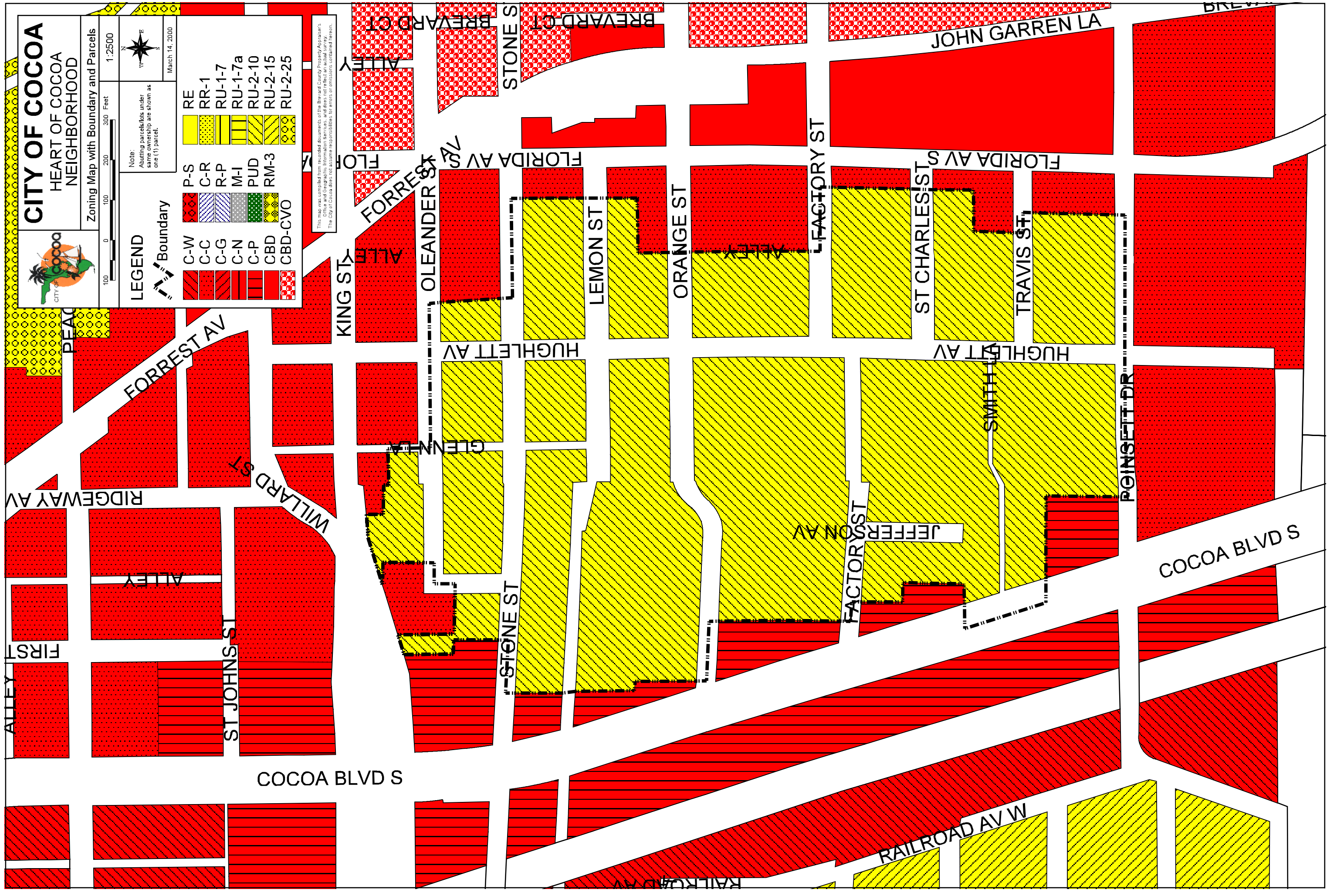
Boundary

C-W C-C C-G C-N C-P CBD CBD-CVO

P-S C-R R-P M-I PUD RM-3

RE RR-1 RU-1-7 RU-1-7a RU-2-10 RU-2-15 RU-2-25

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Cocoa: Neighborhood Must Go Old-timers Reluctant To Lose Way Of Life

February 21, 1988 | By David C. Scruggs and Laurin Sellers of The Sentinel Staff

COCOA — Ezell Stubbs has paid $18 a week to live in an orange clapboard rooming house on Magnolia Street for more than a decade.

For all those years, the 65-year-old man has spent his afternoons tending to the children of neighbors. He built them a slide from a broken ladder, a board and some battered sofa cushions. He plays ball with them in the vacant lot across the street. He warns them about the evils of drug abuse and tries to set them straight on right and wrong.

The retired Navy man knows what he likes, and he likes where he lives; he's planning to stay here the rest of his life.

What Stubbs didn't know was that, in an office two blocks away, Cocoa city officials were planning to level his neighborhood.

It may take five years, maybe 10. But they want removed most of the neighborhood between Florida Avenue and U.S. Highway 1, home to more than 500 black residents and about 50 small businesses.

The city is determined to destroy the rows of clapboard houses, some painted in vivid turquoise and lime green, others just dingy gray. Where dirt yards and old cars now sit, city leaders envision tall, upscale buildings.

"I see a One Harbor Place, the 1900 Building. I see the Hilton at Rialto Place," said Cocoa Community Redevelopment Director Rochelle Lawandales. "I see the beautiful and high-quality commercial and business opportunities."

And people like Stubbs? Under the city's plan, they too would be gone.

"If we're going to have a development come in, you can't have Mrs. Smith in her little shack on the corner," said Merrill Ladika, Lawandale's assistant. "She's going to have to go somewhere else too."

The neighborhood marked the outskirts of town when Omega Austin's parents settled there in 1923. As was customary in Southern cities then, black residents congregated in areas near the edge of town, where they could afford property and housing, and perhaps shield themselves from the hatred fueled by racism.

"Back then the neighborhood was beautiful," said Austin, one of nine children born in her parent's tiny house on Lemon Street. "Parents watched out for everybody's children. Everybody knew everybody then. We never had cursing up and down the street."

Now, at age 49, Austin lives in a house her father built next door, a faded white two-bedroom box perched on cinderblocks. From the perspective of old- timers and from their relationships, things really haven't changed.

"Everybody still looks out for each other," Austin said. "If you miss somebody a couple of days, you go check on them. You walk across the street and say, 'Are you all right, Miss Rosa? Is there anything I can do for you?' "

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May 9, 2002

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Cocoa

Neighborhood

But from the perspective of police and politicians, crime is tearing the neighborhood apart.

Every night, almost hourly, two Cocoa police officers in an unmarked car race through the neighborhood and screech to a stop in front of the Silver Dollar Bar on Hughlett Street. The small-time crack cocaine dealers who do business outside the bar usually scatter.

And about a month ago, a woman was pulled out of her car near the bar and raped in an abandoned apartment while her 5-year-old son stood outside and cried.

Stubbs blames it all on the vagrants and residents on welfare.

"See that house over there? Crack-cocaine people live there. See that woman walking right there?" he whispers, pointing across the street to a swishing miniskirt. "She's 40 years old, and she has probably never had a job in her life. This neighborhood was nice, but it's going down."

City officials think they can fix that.

What once was the edge of town when Austin was born now is a hole in a downtown doughnut, and the doughnut is stale. Though the city has repainted the downtown around the neighborhood and begged for new businesses, Cocoa still has the dubious distinction of being one of few Florida towns with a declining population and tax base.

The 58-acre neighborhood area, bordered by State Road 520 and U.S. Highway 1 and Cocoa Village, has the potential to produce millions of dollars in property taxes as a spectacular, thriving downtown business district, planners say.

City officials can't ignore that. They want to make the area more attractive to developers, who can transform it from ramshackle to ritz.

There are other ways to turn around a declining neighborhood -- repairing houses, repaving streets, policing the bars. But officials say revitalization would be a quick fix that wouldn't solve Cocoa's larger problems.

A short-term solution is not the goal, said Cocoa City Council member Betty Woehle. "We're looking to Cocoa's future. Without question, that area is more suited to what we have in mind."

"The core area, in pragmatic, cold dollars and cents, should be very valuable," said Doug Robertson, a private planning consultant and formerly the Cocoa development director. He wrote a redevelopment plan for the neighborhood and other areas of the city in 1981.

1 | 2 | 3 | Next

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Cocoa: Neighborhood Must Go Old-timers Reluctant To Lose Way Of Life

February 21, 1988 | By David C. Scruggs and Laurin Sellers of The Sentinel Staff

"There's easy access to the beach, it Cocoa is centrally located; there's no reason why this city should be declining," he said.

Tired of the city's failing economy and unrelenting crime, officials are beginning to put Robertson's plan to work.

Last year the city demolished six abandoned, dilapidated houses in the neighborhoods. Three more have been torn down this year.

Cocoa City Council members are working on changing zoning laws within the neighborhood to allow for high-grade commercial ventures. Part of the zoning plan is to prevent existing businesses from being rebuilt if they are destroyed or sold.



Lawandale's office also is closing on a deal to buy The Silver Dollar Bar, which will be demolished. And plans call for buying and destroying Moody Williams' Package Store, a 41-year-old establishment that police say invites loitering and brawling.

Already, though, the city has a fight on its hands.

A group of small-business owners in the area has banded to block the zoning change, saying its restrictions could ruin them. And the family owners of Moody Williams Package Store won't sell. They have vowed to see the city in court.

"I'm very concerned about this, very upset," said Charles Billias, co- owner of Billias Brothers Body Shop. "I've been in business here for 15 years. I spent a lot of money a while back and bought another parcel to expand my business. But now money is tight, and if they pass the zoning ordinance and I don't expand within the next three years, I won't be able to.

"If my business burns down, I couldn't rebuild it," said Billias, 42.

"The city is taking things away from me, and this thing might just end up in court."

After Billias and about 50 other business owners complained, the city made some minor changes in the rezoning proposal. But the business owners still don't like what it does to them and have persuaded the city council to table the revision.

Willie Davis, Stubbs' landlord, thinks the city's plan is a way to "root the people out of the area in a small and slick way. That's what it's all about. They want this entire area, from U.S. 1 to the beach, lily white."

"I don't think that's true at all," said Ladika. "I can't afford the planned luxury condominums either, and I'm white. There are plenty of black people that make more than I do. It's an economic thing. . . . I don't know. Maybe I'm being naive."

But city leaders are convinced they eventually will have their way and that the neighborhood will be a considerably quieter place, one that easily can be remolded into a business area. The next step would be to draw developers, possibly with such incentives as breaks on taxes and impact fees and assistance in clearing out residents.

City council member Lang Houston sees the redevelopment as Cocoa's cure- all. It cleans up the downtown. It creates jobs. It increases the flow of tax dollars. And -- combined with a marina, which is about two years away from construction -- it puts Cocoa in a position to capture more growth dollars.

Even the neighborhood residents -- the landowners -- can't lose, said Lawandales: "In the next few years, they're going to be sitting on what I hope will be gold mines."

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Brevard County zoning manager George Edwards said, "Just because you rezone it doesn't make it more valuable, unless you get someone to develop it. If there was pressure to expand and upgrade that area, yes, land values would go up."

How much? "If you and I knew that, we'd both be rich and not working," he said. "You never know."

Regardless, when the pressure comes, Julia and Isaiah Graves certainly stand to prosper.

The total assessed value of their three properties is about $55,000. But tax appraisals almost always are less than market value, especially when developers are scrambling for room to build.

Besides, Julia Graves said, "For my part, I wouldn't care if they start tomorrow. I ain't particular about staying. I think my kids would be happy if we sold. They're always saying, 'Mama, why don't y'all sell that old house and get you a good one?' "

But many won't have a gold mine.

County tax rolls show many of the properties are valued, for tax purposes, at less than $25,000. If developers paid a fair price for such properties, the sellers wouldn't have much money to shop with.

Although they could make a hefty down payment, most couldn't pay the mortgage on a new house.

A 1981 survey for Robertson's plan showed 76 percent of the households earn less than $5,000 a year. Almost all the residents were at or below poverty level, according to studies that year.

"It wouldn't make no sense to take $40,000 or $50,000 if it's not enough to go buy another house," said Glanville Bethel, 62. "Because then you have to

rent, and when you're out of money you're out on the streets.

"I like to see improvement," he said, "but I wouldn't like to sacrifice my benefit for their improvement. If we can get something out of it, let 'em ring the bulldozers.

Prev | 1 | 2 | 3 | Next

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Cocoa: Neighborhood Must Go Old-timers Reluctant To Lose Way Of Life

February 21, 1988 | By David C. Scruggs and Laurin Sellers of The Sentinel Staff

"The city's going to win anyhow, but everybody should fight because if you don't, you won't hardly get nothing."

While residents haven't begun such a fight, the owners of small area businesses have. Although business people aren't worried about getting a fair dollar for their land because they don't have to sell, they want to make sure their businesses will be allowed to grow under the proposed rezoning that kicks off the redevelopment plan.



While the business owners and some property owners are learning about the city's plans for them, the renters -- people like Stubbs -- are doing nothing. Stubbs knows one thing, though: "I don't want to live in a palace, but I don't want to live in a project , either."

When Doug Robertson wrote the redevelopment plan eight years ago, he said, "The ultimate direction was for long-term benefit, to change the character of the area, but do it sensitively and compensate the people."

In his plan, he offered a detailed list of options for departing residents. For renters and the elderly, the option was public housing; for those who could afford a home , the options were building a new house, moving the house or buying on the open market.

Financial assistance would be available -- cash compensation and moving expenses for everyone -- from such sources as federal grants and the city's redevelopment agency budget , and the city would help displaced residents find a place to go, said the Rev. W.O. Wells, pastor of the Greater St. Paul Baptist Church.

"I thought it was a tremendous opportunity. We're talking about roots over decent living. If I lived in one of those homes, I'd welcome a move," said Wells, a former member of the redevelopment agency that helped Robertson write the plan.

Now, though, the city isn't living by the old plan. Parts of the old plan are expected to be rewritten by April 6 and no one is sure where the displaced residents will go.

"Just keep in mind we have no intention of throwing anybody out of their home without any place to go," said city council member Betty Woehle.

Mayor Dollye Robinson said, "I certainly wouldn't like to be the big bad ogre kicking people out. Somehow we've got to work out some solution that would be beneficial to both parties. I don't know what that would be."

"Since most of them are renters," Woehle said, "an alternative would be the housing authority here in Cocoa. We really have not addressed that. It's something we would have to think about very, very carefully."

The Brevard County Housing Authority has 440 housing units in the Cocoa area. About 25 are available for large families, and another 20 are available for the elderly.

Lawandales said any assistance to residents will happen on a case by case basis. That means, for instance, that if homeowners refuse to sell to developers and the city forces them out through the court system, the city must help them move.

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Omega Austin expects to be one of those who refuses to leave.

"I own this home," she said. "My daddy built this house and that makes it special. Of course I want to stay here. My kids know this as home. We had so many Christmases in this house, big feasts with all the grandchildren. There's so many memories, I'm talking about 50 years.

"We wouldn't have those memories in a new house in a different neighborhood."

But this is the cold, hard fact: "If we have one holdout property owner, and something like a Hilton wants to come in," said Lawandale, "you're darn tootin' we'd do everything to get that property."

"It's not like they're leaving the good old days," Ladika said. "The good old days are long gone for those people."

Prev | 1 | 2 | 3

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Legislation Details (With Text)

File #:	18-93	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	3/12/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Approve changes to the date and times of the previously approved road closure for the Annual HCVA Spring Car Show. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Final 2018 Street Closure Request				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 12, 2018
Agenda Date: March 27, 2018
Prepared By: Gail Bantugan, Leisure Services Manager
Through: Karen Hamilton, Community Services Director
Requested Action:
Approve changes to the date and times of the previously approved road closure for the Annual HCVA Spring Car Show

BACKGROUND:

The Historic Cocoa Village Association holds annually a Spring Car Show along Brevard Avenue of Cocoa Village. The correct date of the event is April 14, 2018. I previously submitted a street closure request for April 21, 2018 10:00am-5:00pm.

Below is the requested date and time change for the street closure.

HCVA Car Show, Saturday, April 14, 2018 (9:00 am - 4:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Delannoy Ave. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure Days- One Day

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its

citizens

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

This request is to change the date of the event. The previous request for this closure was approved on January 9, 2018

RECOMMENDED MOTION:

Request that Council approve this change if date and timen

Legislation Details (With Text)

File #:	18-95	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	3/13/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Consider the appointment of Ms. Deva Thomas as a Regular member of U.S. 1 CRA, through June, 2018. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Thomas Board application.pdf Consideration letter.pdf US 1 RDA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2018
Agenda Date: March 27, 2018
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Ms. Deva Thomas as a Regular member of U.S. 1 CRA, through June, 2018

BACKGROUND:

The U.S. 1 CRA currently has one Regular member vacancy due to the resignation of Mr. Lawrence Koss. He resigned on February 19, 2018 due to his appointment on the Planning & Zoning Board. His term would have expired in June, 2018.

Ms. Deva Thomas recently submitted an application for Board membership. The City Clerk spoke with her about board membership possibilities and Ms. Thomas stated that she preferred the U.S. 1 CRA.

Ms. Thomas currently meets all of the qualifications for serving on a City Board at this time. If appointed, she would fulfill the unexpired term of Mr. Koss, and her term would expire in June, 2018. At that time, the City Clerk's office would send her paperwork for reappointment.

A current U.S. 1 CRA board listing is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints members to Boards as vacancies arise.

RECOMMENDED MOTION:

Consider the appointment of Ms. Deva Thomas as a Regular member of U.S. 1 CRA, through June, 2018

Prefills ltr RDA per HC on 2/2/18

Voters Reg. verified on 2/2/18 # 103541217

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, January 10, 2018 9:33 PM
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	Deva
Last Name	Thomas
Application Date	1/10/2018
Address1	210 Forest Hill Drive
City	Cocoa
State	FL
Zip	32926
Home Phone Number	3102421224
Work Phone Number	*Field not completed.*
Cell Phone Number	3102421224
Other Phone Number	*Field not completed.*
Place of Business	*Field not completed.*
Title/Position Held	*Field not completed.*
Date of Birth*	8/24/1972
E-mail Address	dotcomdee@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, Economic Development Executive Committee, Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (US 1)

(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?	No
Are you related to a City	No

of Cocoa Councilmember 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.	No
If yes, please provide details.	*Field not completed.*

(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 am a lifelong Florida resident, having previously lived in Jacksonville, St. Augustine, and Orlando. I moved to Cocoa a year ago and love it. I would like to be actively involved in the community and continue to see it grow. I am retired, but my professional background includes over 20 years in marketing and media sales management. My expertise includes event planning, budgeting, forecasting. I have a passion for the arts and have been a supporter of the Historic Cocoa Village Playhouse legacy foundation since coming to 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	Female
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	Deva Shanell Thomas
Date:	1/10/2018
Social Security Number	[redacted]
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.

Email not displaying correctly? View it in your browser.

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

March 15, 2018

Ms. Deva Thomas
210 Forest Hill Drive
Cocoa, FL 32926

Re: Appointment to the U.S. 1 Corridor Redevelopment Agency

Dear Ms. Thomas,

The City Council will consider your application for appointment to the U.S. 1 Corridor Redevelopment Agency at the Regular City Council meeting being held on Tuesday, March 27, 2018.

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, MMC
City Clerk

U.S. 1 Corridor Redevelopment Agency	**Meets Quarterly on Monday @ 6:15pm**		**Expirations in June**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Richard Louden – Chairperson (re-elected 8/2010)	547-A Delannoy Avenue, 32922	638-8804	6/14 Reappointed 4/10 Reappointed 6/06 Reappointed 3/98 Appointed	2018
James McCarthy	116 Lemon St. Cocoa, FL 32922 James1.jm26@gmail.com	631-0092 (w) 917-7910 (c)	07/17 reappointed 06/11/13 Reappointed 12/11/12 appointed	2021
Laura J. Houston	109 N. Fiske Blvd. Cocoa, FL 32922-7211	208-1116 hm	07/15 appointed	2019
Annette Miele	3801 Arrowsmith Dr. Cocoa, FL 32926-6416 annettemiele@hotmail.com	633-1000x639 (W) 795-4983 cell	05/14 Reappointed 04/10 Reappointed 04/09 appointed (to fill unexpired term of Kaz)	2018
VACANCY ~~Lawrence Koss~~	~~2115 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~llkosmosjr@gmail.com~~	~~266-7520 cell~~	~~10/14 appointed~~ ~~02/18 Transferred to P&Z board~~	~~2018~~
Crystal McQueen	956 N. Cocoa Blvd. Ste. 1121 & 1123 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-271-4659 (hm) 321-271-4365 (cell)	10/16 appointed (fulfilling term of Jeri Blanco)	2018
Thomas H. Yardley	1970 Michigan Ave; Bldg. D 32922-5723 TomYardley@gmail.com	868-7959 633-0400	5/16 Reappointed 5/8/12 reappointed 6/08 reappt. 5/04 Reappointed 3/98 Appointed	2020
LIAISON	Councilman Boisvert		Updated 01/17	
Counsel: Joe Colombo				
RECORDING SECRETARY	Torri Edwards	433-8661		

Legislation Details (With Text)

File #:	18-104	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	3/15/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	

Title: Reject all prior bids associated with the Stone Street project; Authorize the City Manager to allow the bidders to rebid based on the reduced scope of work for the Stone Street project; Authorize the City Manager to negotiate and execute a contract with the lowest and best bidder for the revised scope of the Stone Street Streetscape project in an amount not to exceed the budgeted amount of $950,000.00; Approve a Resolution to Amend the FY 2018 Budget; and Approve a Resolution to allow for Project Contingency (Change Orders) in the amount not to exceed $50,000.00. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments: Bid Tab. and Associated E-mail
Diamond Sq. Agenda.docx
FORM OF AGREEMENT.docx
Budget Resolution FY 2018.docx
BAF-StoneStreet Projcet (3-17-18) Agenda 18-104.pdf
Resolution Contigency.docx

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2018
Agenda Date: March 27, 2018
Prepared By: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Through: John Titkanich, Jr., City Manager ICMA-CM, AICP
Requested Action:
Reject all prior bids associated with the Stone Street project; Authorize the City Manager to allow the bidders to rebid based on the reduced scope of work the Stone Street project; Authorize the City Manager to negotiate and execute a contract with the lowest and best bidder for the revised scope of the Stone Street Streetscape project in an amount not to exceed the budgeted amount of $950,000.00; Approve a Resolution to Amend the FY 2018 Budget, and Approve a Resolution to allow for Project Contingency (Change Orders) in the amount not to exceed $50,000.00.

BACKGROUND:

In line with the updated Diamond Square Redevelopment Plan Update design and engineering was completed for Stone Street from the terminus at the FEC right-of-way to Fiske Boulevard. The Stone Street project was seen as a way to create a feeling of new beginnings while still remembering the history of the corridor and meets many of the objectives within the updated plan.

The Stone Street Streetscape project was competitively bid for improvements on Stone Street on October 5, 2017. A total of 5 sealed bids were received. The lowest bidder did not include certain forms with their bid package, however was allowed to submit them within a specified time after bid opening. The low bidder did submit the required forms and is therefore considered as submitting a responsive bid.

A lengthy review of the bids was made by city staff. The project bid substantially exceeded preliminary cost estimates and budgeted amounts. The original project scope included substantial Water and Sewer replacement work and associated restoration costs. It was determined by Utilities Department staff that infrastructure replacement was not considered as a critical need at this time and pipeline replacement was not justified unless there was a full reconstruction of the roadway. A reduced project scope was considered as a way to allow the project to proceed while maintaining the original intent of the project.

Staff recommends that all bidders be requested to submit a revised proposal based on Unit Bid prices and revised quantities consistent with the revised scope. Staff will work with Infrastructure Solution Services (ISS) to provide a revised scope for all bidders and reduce the scope to remove the Utility portion of the work. The revised scope would include the stipulation that work commence within two weeks of receipt of a Purchase Order.

The revised scope would retain many of the Original Streetscape features with patterned pavement treatments at intersections at Blake Ave., Washington Ave., and at the eastern terminus of Stone St. All old sidewalks will be replaced as well as installing new ADA-compliant curb ramps and driveways. New sod, trees, landscape trees and irrigation will be installed. The entire length of the road will be milled and resurfaced. FPL-owned LED streetlights will be installed on existing poles along the length of the corridor as a separate project to improve lighting levels.

After bids on the revised scope from the bidders have been received, staff will evaluate them. The bid from the contractor willing to begin the work in the specified time, and submitting the best bid within the allowed budget, will be awarded the contract. The City Manager, in conjunction with the City Attorney, would then negotiate and execute a construction contract to allow work to begin in a timely manner.

Funding sources have been identified in various budget areas to fund the amended project scope. Funding from the annual street repaving and city sidewalk replacement budgets will be redirected to fund this project.

STRATEGIC PLAN CONNECTION:

This project will renew and revitalize a portion of city infrastructure that will encourage redevelopment and renewal in the Diamond Square area.

BUDGETARY IMPACT:

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

powered by Legistar™

Amount Requested	$950,000 + $50,000 Project Contingency = $1,000,000	
Project CD1205		
Account Number	001-3510-541-63-00	
Account Name	Infrastructure Stone St	$580,552
Project CD1205		
Account Number	423-3570-538-63-00	
Account Name	Stormwater Infrastructure	$39,448
Project CD1205		
Account Number	111-3230-559-63-00	
Account Name	Diamond Square Infrastructure	$40,000

Project Transfers to CD1205

Project PW08SP		
Account Number	001-3510-541-63-00	
Account Name	Infrastructure Paving	$300,000
Project PW18SM		
Account Number	001-3510-541-63-00	
Account Name	Infrastructure Sidewalks	$40,000

Total: Project CD1205
001-3510-541-63-00 $920,552
111-3230-559-63-00 $40,000
423-3570-538-63-00 $39,448

PREVIOUS ACTION:

The Diamond Square CRA has funded design of the project

RECOMMENDED MOTION:

Reject all prior bids associated with the Stone Street project; Authorize the City Manager to allow the bidders to rebid based on the reduced scope of work the Stone Street project; Authorize the City Manager to negotiate and execute a contract with the lowest and best bidder for the revised scope of the Stone Street Streetscape project in an amount not to exceed the budgeted amount of $950,000.00; Approve a Resolution to Amend the FY 2018 Budget, and Approve a Resolution to allow for Project Contingency (Change Orders) in the amount not to exceed $50,000.00.

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, October 05, 2017

BID NUMBER: B-18-02-COC Stone St. Streetscape Project

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	Receipt of Addendum	Bid Schedule	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion	00485 Drug Free	00490 Conflict of Interest Statement	*00620 Certificate as to Corporate Principal	*00645 Performance & Payment Bond	00650 Certificate of Liability Insurance	00660 Affidavit Workman's Comp.	00665 Cert. of Ins. Worker's Comp.	00675 Trench Safety	*00680 Receipt & Release of Liens	*00690 Consent of Surety for Final Payment
Masci Corporation 5752 S. Ridgewood Ave. Port Orange, FL 32127	Y	NA	Y	Y	Y	$2,124,629.81	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y	Y		
DP Development of the Treasure Coast, LLC 467 Forrest Ave #118 Cocoa, FL 32922	Y	NA	Y	Y	Y	$2,083,696.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y	Y		
C&D Construction, Inc. 395 S. Range Rd. Cocoa, FL 32926	Y	NA	Y	Y	Y	$2,599,002.00	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y	Y		
Cathcart Construction Co. 2564 Connection Point Oviedo, FL 32765	Y	NA	Y	Y	Y	$2,785,790.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	N	Y		
Don Luchetti Construction, Inc. 565 Distribution Drive Melbourne, FL 32904	Y	NA	Y	Y	Y	$1,918,391.00	Y	Y	N	Y	Y	Y	Y	Y	Y	Y			N	N	N	N		

*** Forms inadvertantly omitted from 00299 CHECKLIST--If not included in bid submission, will be requested of respondents after bid opening**

Sonja Hamilton

From: Sonja Hamilton
Sent: Friday, October 06, 2017 8:22 AM
To: 'mhummel@dpdevelopment.net'; 'Masci Estimate'; 'edwina@donluchetticonstruction.com'; 'cathcart01@yahoo.com'; 'Curtis Deen'
Cc: Samia Singleton; 'Casey Coffey'; Diane Kozlak
Subject: RE: Bid B-18-02-COC -- Stone Street Streetscape Project-- Section 00299 CHECKLIST omission
Attachments: B-18-02-COC Tabulation Sheet.pdf

Good Morning, Bidders,

Yesterday evening I spoke with the Project Manager and our Consultant and did a little research into our previous streetscape projects. We've decided of the forms asterisked on the bid tab, only the form 00620, Certificate as to Corporate Principle, is required by 5:00pm, Thursday, October 12, 2017. If you have already submitted this form as indicted on the bid tab., it's not necessary to re-submit. The original bid tab. (attached) will not be modified--Please keep this message as an attachment to the bid tabulation sheet.

No other forms will be accepted at this time.

Please acknowledge you received this message by replying "got it". Thank you. Enjoy your weekend!

Respectfully,
Sonja

Sonja Hamilton
Purchasing Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

From: Sonja Hamilton
Sent: Thursday, October 05, 2017 5:14 PM
To: 'mhummel@dpdevelopment.net'; 'Masci Estimate'; 'edwina@donluchetticonstruction.com'; 'cathcart01@yahoo.com'; 'Curtis Deen'
Cc: Samia Singleton; 'Casey Coffey'; Diane Kozlak
Subject: RE: Bid B-18-02-COC -- Stone Street Streetscape Project-- Section 00299 CHECKLIST omission

All,

Please standby on retrieving and completing additional forms. I promise to get back with you by close of business tomorrow. Thank you.

--Sonja

Sonja Hamilton
Purchasing Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org

Fax: (321) 433-8860

From: Sonja Hamilton
Sent: Thursday, October 05, 2017 4:31 PM
To: 'mhummel@dpdevelopment.net'; 'Masci Estimate'; 'edwina@donluchetticonstruction.com'; 'cathcart01@yahoo.com'; 'Curtis Deen'
Cc: Samia Singleton; 'Casey Coffey'; Diane Kozlak
Subject: Bid B-18-02-COC -- Stone Street Streetscape Project-- Section 00299 CHECKLIST omission

Dear Respondents,

I made an error of omission in the bid package. Four forms were omitted from the Section 00299 Checklist that you all used to compile your bid packages. I sincerely apologize for the error.

We request that you please submit only the forms annotated with an asterisk on the bid tabulation (attached) if they were marked missing from your package. The forms were included with the bid package. No other forms will be accepted at this time.

Please submit the following by 5:00pm Thursday, October 12, 2017:

*00620 Certificate as to Corporate Principal
*00645 Performance & Payment Bond
*00680 Receipt & Release of Liens
*00690 Consent of Surety for Final Payment

Please acknowledge receipt of this request.

Thank you for your interest in this project.

Respectfully,
Sonja

Sonja Hamilton
Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I ssuarez@cocoafl.org
Fax: (321) 433-8860

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Legislation Details (With Text)

File #:	18-108	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	3/20/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Accept the Brevard County Lucas Chest Compression Grant and Approve a Resolution Amending the FY2018 Budget. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lucas Device Grant.pdf Physio Control Lucas quote.pdf Physio Control Sole Source letter.pdf Budget Resolution FY 2018.docx BAF-FD-LUCAS System (3-27-18)~ Agenda 18-108..pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2018
Agenda Date: March 27, 2018
Prepared By: Gene Prince. Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Accept the Brevard County Lucas Chest Compression Grant and Approve a Resolution Amending the FY2018 Budget.

BACKGROUND:

The Fire Department applied for a Brevard County EMS Grant in late 2017 for a Lucas Chest Compression Device. The Lucas Device is a piece of medical equipment that assists paramedics and EMTs with chest compressions at medical incidents that require CPR. On January 8, 2018 the City was notified that it had been awarded the EMS grant for the Lucas Device in the amount of $16,352.35. This is a 100% grant and there is no required match by the City.

STRATEGIC PLAN CONNECTION:

Public Safety - Having advanced medical equipment directly affects the timely and efficient delivery of emergency medical services to our citizens.

BUDGETARY IMPACT:

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

Amount Requested: $16,353
Account Number: 001-0000-338.10-01
Account Name: EMS 1st Responder
Source of Funds: Brevard County EMS Grant

Amount Requested: $13,877
Account Number: 001-2201-522.64-00
Account Name: Machinery & Equipment

Amount Requested: $2,476
Account Number: 001-2201-522.52-00
Account Name: Operating Supplies

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Accept the Brevard County Lucas Chest Compression Grant and Approve a Resolution Amending the FY2018 Budget.

BREVARD COUNTY FIRE RESCUE
1040 Florida Avenue
Rockledge, Florida 32955
Phone 321-633-2056
Fax 321-637-5381

January 8, 2018

City of Cocoa Fire Department
65 Stone Street
Cocoa, Florida 32922

ATTN: Mr. John Titkanich, City Manager

Dear Mr. Titkanich,

You have requested funding in the amount of $16.352.35, to purchase 1-LUCAS 3 Chest compression System.

After the applications were reviewed, it has been decided that your request is approved. An agreement is enclosed for your agency's approval. When it is returned signed and approved, you may utilize the award as specified in the grant agreement. (See Attached: Purchasing Procedures)

The approval for this funding will require that all purchases be made within 120 days from the date of the award and that proof of the purchases, invoices and copies of checks submitted for payment, be provided to Brevard County Fire Rescue within 30 days after purchase, for reimbursement. If purchases cannot be made within that time period, please contact Brevard County Fire Rescue so that we may discuss an extension.

I may also designate a member of Brevard County Fire Rescue to visualize the equipment that you purchase with these funds.

If you have any questions regarding your approval, please do not hesitate to contact me.

Thank you,

Mark Schollmeyer, Fire Chief/Director
Brevard County Fire Rescue

THE GRANT RECIPIENT AGREES TO THE FOLLOWING PROCUREMENT PROCEDURES -

PROCUREMENT PROCEDURES - The Grant Recipient agrees to utilize the procurement procedures already established by the Grant Recipient when purchasing eligible budgeted materials. If no formal procedures exist for the Grant Recipient, the following procedures will be utilized:

(a) If the purchase amount is less than $750, no formal purchase procedures are required;

(b) If the purchase amount is $750 or more, the Grant Recipient shall solicit formal written bids from a minimum of three vendors;

(c) The Grant Recipient shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Grant Recipient shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

EMS GRANT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of January, 2018, by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida located at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter "Brevard County"), and the **City of Cocoa Fire Department**, a business having its primary business location at **65 Stone Street, Cocoa, Florida 32922**, (hereinafter the "Grant Recipient").

WITNESSETH:

WHEREAS, the State of Florida Department of Health has awarded Brevard County funding through the Emergency Medical Services (EMS) Trust Fund, which is authorized under 401.113(2)(a), Florida Statutes and allows for the levy of traffic violation surcharges for the purpose of funding improvements and expansion of pre-hospital Emergency Medical Services (EMS), and

WHEREAS, Brevard County desires to provide funds to EMS providers within the County for these purposes, and

WHEREAS, the Grant Recipient has submitted a successful application through the local grant award process, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **GRANT AWARD**: Brevard County shall provide to the Grant Recipient a grant fund distribution for the improvement and expansion of pre-hospital EMS in the amount of **Sixteen Thousand Three hundred Fifty Two and 35 /100 DOLLARS ($16,352.35).**

2. **FUND ACCOUNTING**: The Grant Recipient shall deposit all EMS grant funds distributed hereunder in an account maintained by the Grant Recipient, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All EMS grant funds in the account maintained by the Grant Recipient shall be accounted for separately from all other Grant Recipient funds. The Grant Recipient shall document all interest earned.

3. **USE OF GRANT FUNDS**: All EMS grant funds shall be used within one hundred twenty (120) days of receipt solely for activities as outlined in Attachment "A" (Itemized Budget), attached hereto, and made a part hereof by this reference. No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved Itemized Budget (Attachment "A"), or a change request approved in writing by Brevard County Fire rescue. The Grant Recipient is not restricted to staying within the line item amounts within the approved grant budget. However, the Grant Recipient must adhere to the approved total grant budget. Any expenditure beyond this budget is the full responsibility of the Grant Recipient.

4. **SUPPLANTING FUNDS**: The Grant Recipient acknowledges and agrees that the EMS grant funds distributed hereunder shall be used to improve and expand pre-hospital EMS and that the funds will not be used to supplant the Grant Recipient's existing EMS budget allocations. The applicant cannot propose to use grant funds to supplant or replace any other funding source.

5. **PROCUREMENT PROCEDURES.** The Grant Recipient agrees to utilize the procurement procedures already established by the Grant Recipient when purchasing eligible budgeted materials or services for said Grant Recipient. If no formal procedures exist for the Grant Recipient, the following procedures should be utilized (if applicable):

   (a) If the purchase amount is less than $750, no formal purchase procedures are required;

   (b) If the purchase amount is $750 or more, the Grant Recipient shall solicit formal written bids from a minimum of three vendors;

   (c) The Grant Recipient shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Grant Recipient shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

6. **RETURN OF UNEXPENDED FUNDS**. Any unencumbered EMS grant funds as of September 30 of [year], including interest, remaining in the assigned Grant Recipient account shall be reported to and returned to Brevard County.

7. **VEHICLES AND EQUIPMENT**: The Grant Recipient shall own all items; including vehicles and equipment purchased with the EMS grant funds, unless otherwise described in the approved grant application and Itemized Budget (Attachment "A") The Grant Recipient shall clearly document the assignment of equipment ownership and usage; and maintain these documents so they are available to Brevard County. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the Grant Recipient.

8. **TRANSFER OF PROPERTY**: If the Grant Recipient is a private organization that ceases to operate, any vehicles, equipment or other items funded hereunder in whole or in part and purchased to provide services for Brevard County, a municipality, or other public agency, the Grant Recipient shall transfer the equipment or other items to the local agency. There shall be no cost to the recipient organization. This provision is applicable when services cease operating due to a contract ending as well as any other reason.

9. **REPORT**: Within 120 days of the Grant Recipient's receipt of the EMS grant funds, a final report shall be submitted to Brevard County. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process and a copy of all invoices and canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training, a list of all individuals receiving the training shall be submitted along with the dates, times and location of the training. If the grant was for training to be obtained by staff then a copy of all invoices and payment documents for the training shall also be submitted. Brevard County reserves the right to conduct an on-site inspection and verification of all equipment purchased under this agreement.

10. **COMMUNICATIONS EQUIPMENT**: The Grant Recipient shall have all communications activities, services, and equipment approved in writing by the State Department of Management Services, Information Technology Program (ITP).

11. **CREDIT STATEMENT**: The Grant Recipient ensures that where activities supported by this grant produce onginal writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name], the Brevard County Board of County Commissioners, and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "Brevard County Board of County Commissioners, State of Florida, Department of Health, Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the Grant Recipient's organization.

One complimentary copy of such materials shall be sent to Brevard County within one week of their reproduction and delivery to the Grant Recipient. If the proper credit statement is not included, or if a copy of each item produced is not provided to Brevard County within one week, the cost for any such materials produced shall be disallowed.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, Brevard County and the State of Florida Department of Health Bureau of Emergency Medical Services, and others acting on their behalf, have the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever. If any of the above mentioned materials are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State. These will be used for the exclusive benefit of the state Pursuant to section 286.02 (1), F.S., no person, firm or corporation, including parties to this grant, shall be entitled to use any copyright, patent or trademark without the prior written consent of the Department of State.

12. **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS**. This is applicable if the Grant Recipient is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, F.S. by the Auditor General shall satisfy this requirement.

13. **STATE FUNDED NONPROFIT ORGANIZATION**: This part is applicable if the Grant Recipient is a nonprofit organization that expends a total of $100,000 or more in funds from the Florida Department of Health, Bureau of Emergency Services during its fiscal year, which was not paid from a rate contract based on a set state or area-wide fixed rate for service, and of which less than $300,000 is federally funded The determination of when a Grant Recipient has "expended" funds is based on when the activity related to the award occurs

The Grant Recipient agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for this grant and each grant with the Florida Department of Health, Bureau of Emergency Services in effect during the audit period. Compliance findings related to grants with the Florida Department of Health, Bureau of Emergency Services shall be based on the grant requirements, including any rules,

regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the Florida Department of Health, Bureau of Emergency Services shall be fully disclosed in the audit report with reference to the department grant involved. If the Grant Recipient receives funds from a grants and aids appropriation, the Grant Recipient shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The Grant Recipient has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses.

14. **SUBMISSION OF AUDIT REPORTS**: A copy of the audit report and any management letter by the independent auditors, or attestation statement, required by this Agreement shall be submitted to Brevard County within 180 days after the end of the Grant Recipient's fiscal year to the following, unless otherwise required by Florida Statutes. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Grant Recipient shall be held liable for reimbursement to Brevard County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Brevard County has notified the Grant Recipient of such noncompliance.

15. **RECORDS RETENTION**: The Grant Recipient shall ensure that audit working papers are made available to Brevard County and the Florida Department of Health, Bureau of Emergency Services, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Brevard County. The Grant Recipient shall keep books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of Brevard County and shall be retained by the Grant Recipient for a period of five (5) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the Grant Recipient in the United States or any other country. All records or documents created by Brevard County, or provided to the Grant Recipient by Brevard County, in connection with this agreement, are public records and the Grant Recipient agrees to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes.

16. **INDEPENDENT AGENCY:** The Grant Recipient shall perform this Agreement as an independent agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Grant Recipient or any of its agents or employees to be the agent, employee or representative of Brevard County.

17. **INDEMNIFICATION:** The Grant Recipient shall indemnify and hold harmless Brevard County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Grant Recipient, or anyone directly or indirectly employed by the Grant Recipient, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. The indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grant Recipient, under workers' compensation acts, or other related policies of

insurance. The parties acknowledge specific consideration has been exchanged for this provision. Nothing herein shall be construed to constitute a waiver of any party's sovereign immunity or the provisions of section 768.28, Florida Statutes.

18. **INSURANCE:** The Grant Recipient, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a). General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage per occurrence (if applicable).

(b). Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars ($1,000,000) combined single limits for Bodily Injury and Property Damage per accident (if applicable).

(c). Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided (if applicable).

(d). Professional Liability Insurance: Professional liability insurance, in an amount not less than $1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement (if applicable).

(e). Insurance Certificates: The Grant Recipient shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida

19 **MODIFICATIONS TO AGREEMENT:** This Agreement, together with any Attachments, constitutes the entire contract between Brevard County and the Grant Recipient and supersedes all prior written or oral understandings. This Agreement and any Attachments may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Brevard County Fire Chief shall have authority to execute modifications for awards not to exceed $24,999.00. For any modification that exceeds $24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

20. **ASSIGNMENTS:** The Grant Recipient shall not assign any portion of this Agreement without the written permission of Brevard County.

21. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

22. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the state of Florida.

23. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

24. **COMPLIANCE WITH STATUTES:** It shall be the Grant Recipient's responsibility to be aware of and comply with all federal, state and local laws.

25. **COMPLIANCE WITH ADA OF 1990:** The Grant Recipient must comply with the American with Disabilities Act of 1990 (PL101 -336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify Brevard County from and against and any and all liability for any noncompliance on the part of the Grant Recipient.

26. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the contract provisions, either may notify the other party in writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any vehicles, equipment or property purchased prior to the date of termination shall, at the option of Brevard County, become the property of Brevard County.

27 **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Grant Recipient who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). Brevard County shall consider the Grant Recipient's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

28. **FEDERAL TAX ID NUMBER:** The Grant Recipient shall provide to Brevard County its Federal Tax ID Number or, if the Grant Recipient is a sole proprietor, a Social Security Number.

29. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Grant Recipient, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

30. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any agency that:

(a) Has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;

(b) Has, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

31. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

32. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

33. **ATTACHMENTS**: In the performance of this Agreement, the Grant Recipient shall comply with Attachment "A" - Itemized Budget.

34. **NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mark Schollmeyer, Fire Chief, Brevard County Fire Rescue Department, 1040 S. Florida Avenue, Rockledge, FL 32955; and Notice shall be given to the Grant Recipient by certified mail or hand delivery as follows: Mr. John Titkanich, City Manager, City of Cocoa, Florida, 65 Stone Street, Cocoa, Florida 32922

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

FOR THE COUNTY:

By: _____ 01-03-2018

Mark Schollmeyer, Brevard County, Fire Chief — Date

FOR THE GRANT RECIPIENT:

By: _____ 1/12/2018

Signature — Date

John A. Titkanich, Jr. City Manager — City of Cocoa

Name & Title, Typed or Printed — Name of Organization

65 Stone Street — Cocoa, FL 32922

Mailing Address — City, State, Zip Code

Attachment "A"
Itemized Budget

Item: 1-LUCAS 3 Chest compression System Budgeted Amount: $16,352.35

Total Award: $16,352.35

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U S.A
www.physio-control.com
tel 800 442 1142
Sales Order fax 800 732 0956
Service Plan fax 800 772 3340

To	CITY OF COCOA FD Attn: Brad Hall, Deputy Chief of Operations 114 1ST ST COCOA,FL 32922 (321) 690-7610 bhall@cocoafl.org	Quote Number	00115667
		Revision #	1
		Created Date	2/26/2018
		Sales Consultant	Susan Cote (407) 497-2636 susan.cote@stryker.com
		FOB	Destination
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	NET 30
Contract	NASPO #SW300 v2	Expiration Date	3/16/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1.00	15,950.00	-2,073.50	13,876.50	13,876.50
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	730.00	-149.00	581.00	1,162.00
11576-000071	LUCAS Power Supply	1.00	379.00	-101.00	278.00	278.00
11576-000060	LUCAS Battery Desk-Top Charger	1.00	1,195.00	-273.95	921.05	921.05
11576-000046	LUCAS Disposable Suction Cup (3 pack)	1.00	143.00	-28.20	114.80	114.80

Subtotal	USD 16,352.35
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total	USD 16,352.35

Pricing Summary Totals

List Price Total	USD 19,127.00
Total Contract Discounts Amount	USD -2,774.65
Total Discount	USD 0.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 16,352.35

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name	Account Name
Address	Address
City	City
State Zip Code	State Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? Yes No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at www.physio-control.com/account/

Reference Number SC/14366702/146920

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at http://www.physio-control.com/Documents/. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Bradley Hall

From: Quinn, William F <Bill.Quinn@brevardfl.gov>
Sent: Monday, March 05, 2018 3:24 PM
To: Bradley Hall
Cc: Zocchi, Michael J
Subject: RE: EMS Grant

Chief Hall,

As long as your Sole source Purchase is within the purview of the purchasing procedures of the City of Cocoa, it will be fine for the grant purchase.

Bill Quinn

From: Bradley Hall [mailto:bhall@cocoafl.org]
Sent: Monday, March 05, 2018 8:29 AM
To: Zocchi, Michael J; Quinn, William F
Subject: EMS Grant

Bill,

This is just to follow up on our phone conversation. Could you please provide something in writing that states:

We understand that some items purchased with Grant Funds are Sole Source (Physio Control is an example with their LifePak 15, AED's and Lucas Chest Compression System). You are allowed to use Grant Funds vis a sole source request.

Thank you

Brad Hall
District Chief - Operations
1740 Dixon Blvd , Cocoa, FL 32922
(321) 639-7605 I bhall@cocoafl.org
Fax: (321) 690-6977

Serving our Community with PRIDE!

Physio-Control, Inc. | Lifesaving starts here

ADDRESS
11811 Willows Road NE
Redmond, WA 98052

PHONE
GENERAL
425 867 4000
TOLL-FREE
800 442 1142

www.physio-control.com

March 5, 2018

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® Chest Compression System
- TrueCPR™ Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products and services:

- RELI℠ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- CODE-STAT™ Data Review Software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution

Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS Video Laryngosope
- McGRATH MAC Disposable Laryngoscope Blades
- McGRATH X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442 1142.

Sincerely,

PHYSIO-CONTROL, INC.

Matt Van Der Wende, Senior Director, Americas Sales

GDR 3321967_G

City of Cocoa Budget Adjustment Form FY 2018

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/06/18

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,353	001-0000-338.10-01		EMS 1ST RESPONDER	$ 0	$ 0	$ 16,353	$ 16,353
$ 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
$ 16,353	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 2,476	001-2201-522.52-00		OPERATING SUPPLIES	$ 60,426	$ 60,277	$ 62,753	$ 26,257
$ 13,877	001-2201-522.64-00		MACHINERY AND EQUIPMENT	$ 76,600	$ 71,354	$ 85,231	$ 1,534
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 16,353	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The Fire Department received a grant to purchase a Lucas chest compression system. The system will cost $13,877 and additional supplies will cost $2,476. This transfer is to provide the budget for the receipt of the grant and expense of the chest compression system. Agenda 18-108

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/27/18 *RESOLUTION #:* 2018-018

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.

3/7/18 Joanne Soper (Digitally signed by Joanne Soper)	3/20/18 Lea Taylor (Digitally signed by Lea Taylor Date: 2018.03.20 16:24:04 -04'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/7/18 Gene Prince (Digitally signed by Gene Prince)	3/20/18 Anne Quesada (Digitally signed by Anne Quesada Date: 2018.03.20 16:30:10 -04'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 9/20/17 - IT

Legislation Details (With Text)

File #:	18-98	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	3/14/2018		**In control:**	City Council	
On agenda:	3/27/2018		**Final action:**		
Title:	Approve the First Amendment to Purchase Agreement with Anderson Diving, Inc. and Ferreira Construction Southern Division under RFQ-14-19-COC, Subaqueous Pipeline Assessment effective March 5, 2018 through March 4, 2020 for Anderson Diving, Inc., and May 26, 2018 through May 25, 2020 for Ferreira Construction Southern Division. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BID RFQ-14-19-COC ANDERSON DBA LOGAN DIVING - 1ST AMENDMENT - EXPIRES BID RFQ-14-19-COC FERREIRA CONST - 1ST AMENDMENT - EXPIRES 05.24.2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2018
Agenda Date: March 27, 2018
Prepared By: Melinda M. Keesee, Field Operations Technician
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the First Amendment to Purchase Agreement with Anderson Diving, Inc. and Ferreira Construction Southern Division under RFQ-14-19-COC, Subaqueous Pipeline Assessment effective March 5, 2018 through March 4, 2020 for Anderson Diving, Inc., and May 26, 2018 through May 25, 2020 for Ferreira Construction Southern Division

BACKGROUND:

On December 9, 2014, City Council approved the award of RFQ-14-19-COC, Subaqueous Pipeline Assessment to Anderson Diving, Inc. and Ferreira Construction Southern Division for various work categories, and authorized the City Manager to execute the Continuing Services Agreements, with the option to renew for two two-year periods by mutual agreement of both parties.

Staff is requesting approval of the first amendment to purchase agreement to Anderson Diving, Inc. effective March 5, 2018 through March 4, 2020 and to Ferreira Construction Southern Division effective May 26, 2018 through May 25, 2020.

Staff recommends approval of these amendments to purchase agreements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On December 9, 2014, City Council approved award of RFQ-14-19-COC, Subaqueous Pipeline Assessment to Anderson Diving, Inc. effective March 5, 2015 through March 4, 2018 and to Ferreira Construction Southern Division effective May 26, 2015 through May 25, 2018, with the option to renew for two two-year periods by mutual agreement of both parties.

RECOMMENDED MOTION:

To Approve the First Amendment to Purchase Agreement with Anderson Diving, Inc. and Ferreira Construction Southern Division under RFQ-14-19-COC, Subaqueous Pipeline Assessment effective March 5, 2018 through March 4, 2020 for Anderson Diving, Inc., and May 26, 2018 through May 25, 2020 for Ferreira Construction Southern Division.

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-14-19-COC
SUBAQUEOUS INVESTIGATION AND MAINTENANCE SERVICES
AMENDMENT #1

This First amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of March 9, 2018 by and between the **City of Cocoa** and **Anderson Diving, Inc., D/B/A Logan Diving and Salvage,** a Florida Corporation, located at 2815 St. John's Bluff Road, Jacksonville, Florida 32246, hereinafter referred to as "Contractor".

The agreement, entered into on March 5, 2015 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on March 5, 2018 and terminating on March 4, 2020.

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

ANDERSON DIVISING,INC., D/B/A LOGAN DIVING AND SALVAGE	**CITY OF COCOA**
By: Scott C. Anderson	**By: John A. Titkanich**
(Name) Printed	(Name) Printed
President	**City Manager**
(Title)	(Title)
Signature 3/9/2018 Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT

BID RFQ-14-19-COC
SUBAQUEOUS INVESTIGATION AND MAINTENANCE SERVICES
AMENDMENT #1

This First amendment to the purchase agreement for Utilities General Construction Contractors is made and entered into as of March 9, 2018 by and between the **City of Cocoa** and **Ferreira Construction Southern Division Co. Inc.,** a Foreign Corporation authorized to do business in the state of Florida, located at 31 Tannery Road, Branchburg, New Jersey 08876, hereinafter referred to as "Contractor".

The agreement, entered into on May 26, 2015 is hereby amended to renew for twenty-four (24) additional months, at the same rate(s), terms, and conditions as stated in Original Contract Documents commencing on May 26, 2018 and terminating on May 25, 2020.

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

FERREIRA CONSTRUCTION SOUTHERN DIVISIOIN CO. INC.

By: Nelson Ferreira
(Name) Printed

President
(Title)

Signature 3-9-18
Date

CITY OF COCOA

By: John A. Titkanich
(Name) Printed

City Manager
(Title)

Signature
Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

Legislation Details (With Text)

File #:	18-85	**Version:**	1	**Name:**	February, 2018 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/1/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2017 to 02/28/2018. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.17 thru 02.28.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	March 1, 2018
Agenda Date:	March 27, 2018
Prepared By:	Lora Howell, Acting 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 10/01/2017 to 02/28/2018**.**

BACKGROUND:

The following reports for the period October 01, 2017 through February 28, 2018 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-17 thru 02-28-18

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 37

City Manager = 18

City of Cocoa CRA Board = 1

City Council = 18

Purchase Order Approvals 10-01-17 thru 02-28-18
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71270	10/12/2017	Reiss Engineering Inc.	$ 42,029.00	10/10/2017	John A. Titkanich, Jr. AICP
71494	10/25/2017	Sunstate Meter & Supply	$ 41,616.00	10/25/2017	John A. Titkanich, Jr. AICP
71536	10/27/2017	Ring Power Corporation	$ 39,825.00	10/26/2017	John A. Titkanich, Jr. AICP
71544	10/30/2017	Insource Software	$ 40,833.01	10/27/2017	Matthew J. Fuhrer (Acting)
71548	10/30/2017	Environmental PR Group	$ 48,250.00	10/27/2017	Matthew J. Fuhrer (Acting)
71606	11/3/2017	DG4S Secure Solutions	$ 49,567.00	11/3/2017	Matthew J. Fuhrer (Acting)
71618	11/8/2017	Mead & Hunt, Inc.	$ 49,440.00	11/7/2017	John A. Titkanich, Jr. AICP
71662	11/13/2017	Sunstate Meter & Supply	$ 49,881.60	11/13/2017	John A. Titkanich, Jr. AICP
71699	11/20/2017	Garganese, Weiss & D'Agresta	$ 35,000.00	11/17/2017	John A. Titkanich, Jr. AICP
71709	11/21/2017	Physio Control Inc.	$ 43,018.28	11/21/2017	Matthew J. Fuhrer (Acting)
71712	11/21/2017	JJ Designs & Construction	$ 45,000.00	11/21/2017	Matthew J. Fuhrer (Acting)
71760	11/29/2017	Garganese, Weiss & D'Agresta	$ 50,000.00	11/28/2017	Matthew J. Fuhrer (Acting)
71789	12/5/2017	Infrastructure Solutions Service	$ 35,970.00	12/4/2017	John A. Titkanich, Jr. AICP
71923	12/20/2017	Southeastern Surveying	$ 38,093.00	12/20/2017	John A. Titkanich, Jr. AICP
71929	12/20/2017	Ricoh USA, Inc.	$ 41,000.00	12/20/2017	John A. Titkanich, Jr. AICP
71966	1/3/2018	Sunstate Meter & Supply	$ 36,964.00	12/29/2017	John A. Titkanich, Jr. AICP
72060	1/23/2018	S & L Materials	$ 35,000.00	1/22/2018	John A. Titkanich, Jr. AICP
72144	1/31/2018	Sunstate Meter & Supply	$ 49,881.60	1/31/2018	John A. Titkanich, Jr. AICP

18 Purchase Order Approved by City Manager

Prepared by Purchasing 3/1/2018

Purchase Order Approvals 10-01-17 thru 02-28-18
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71962	1/3/2018	Infrastructure Solution Services	$ 35,000.00	11/14/2017	Cocoa CRA

1 Purchase Order Approved by CRA

Prepared by Purchasing 3/1/2018

Purchase Order Approvals 10-01-17 thru 02-28-18
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
71127	10/4/2017	Florida Power & Light Miami	$ 37,400.00	9/26/2017	City Council
71226	10/10/2017	Mayer Electric Supply Company	$ 45,811.00	2/28/2017	City Council
71228	10/10/2017	Mayer Electric Supply Company	$ 47,207.00	2/28/2017	City Council
71243	10/11/2017	Industrial Chemicals Inc.	$ 35,200.00	9/26/2017	City Council
71262	10/11/2017	Cutwater Asset Management	$ 37,500.00	3/9/2010	City Council
71267	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71268	10/12/2017	Carr Riggs & Ingram LLC	$ 43,500.00	4/24/2012	City Council
71371	10/18/2017	Brev Cty Bd of Cty Comm	$ 45,000.00	10/25/2016	City Council
71497	10/25/2017	Florida High Speed Internet	$ 49,250.00	10/10/2017	City Council
71551	10/30/2017	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
71603	11/3/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71613	11/7/2017	Cato Steel Company	$ 44,858.49	11/3/2017	City Council
71619	11/8/2017	Bussen Mayer Engineering	$ 41,336.00	3/28/2017	City Council
71620	11/8/2017	Axon Enterprises, Inc.	$ 46,515.05	10/24/2017	City Council
71897	12/19/2017	JoBear Contracting Inc.	$ 35,198.80	12/12/2017	City Council
71902	12/19/2017	Flowers Chemical Laboratories	$ 35,818.00	12/12/2017	City Council
71918	12/20/2017	Beck Auto Sales, Inc.	$ 40,317.62	12/12/2017	City Council
71979	1/3/2018	FL Dept. of Corrections	$ 43,122.75	12/12/2017	City Council

18 **Purchase Order Approved by City Council**

Prepared by Purchasing 3/1/2018

Legislation Details (With Text)

File #:	18-100	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/14/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	FY 2018 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February FY 2018 EXPENSE Budget Tracking Worksheet.pdf February FY 2018 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2018
Agenda Date: March 27, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Teri Butler, CGFO, Finance Director
Requested Action:
FY 2018 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 2018 thru February 28, 2018.

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 2018 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1000 - CITY COUNCIL					
12/27/17	001-1000-511.52-00	(145)	COUNCIL D. BOISVERT UPGRD TO I-PHONE-6 & CASE		1002
	001-1000-511.41-00	145			
01/02/18	001-1000-511.52-00	(100)	PAY ANNUAL DUES FOR MAYOR FOR CIV/MILITARY COUNCIL		1058
	001-1000-511.54-00	100			
2	Budget Amendments/Transfers			Division 1000 Total $0	
1103 - INFORMATION TECHNOLOGY					
11/14/17	001-1103-516.44-00	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-1103-516.52-00	3,825			
	001-1103-516.44-00	8,896			
	001-1103-516.52-00	750	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-1103-516.52-00	1,251			
	001-1103-516.44-00	1,400			
	001-1103-516.44-00	1,917			
	001-1103-516.44-00	2,947			
	001-1103-516.44-00	4,311			
	001-1103-516.52-00	6,408			
	001-1103-516.44-00	7,209			
12/20/17	001-1103-516.64-15	(6,675)	COVER RENOVATION OF EOC CARRY OVER FROM FY17		962
	001-1103-516.64-00	6,675			
01/23/18	001-1103-516.44-00	(43,435)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1103-516.41-00	6,948			
	001-1103-516.46-00	33,318			
	001-1103-516.34-00	38,950			
	001-1103-516.52-00	131,724			
4	Budget Amendments/Transfers			Division 1103 Total $207,329	
1500 - FINANCE GENERAL ACCOUNTNG					
11/06/17	001-1500-513.52-00	(250)	COVER COST OF ADVERTISMNT FOR INVEST MNGMT RFQ		382
	001-1500-513.49-02	250			
12/18/17	001-1500-513.49-00	2,682	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/05/18	001-1500-513.12-00	(56,901)	EMPLOYEE ENTERED DROP JAN 1 - MOVE SALARY & WAG		1586
	001-1500-513.12-12	5,905			
	001-1500-513.13-00	50,996			
3	Budget Amendments/Transfers		Division 1500 Total	$2,682	
1510 - FINANCE UTILITY ACCOUNTNG					
12/18/17	001-1510-536.52-00	(2,682)	COVER COST OF SECOND LGL AD FOR BUDGET IN NEWSPAPR		908
02/27/18	001-1510-536.52-00	(176)	RECLASS SUB COSTS FOR LASERFICHE SERVER		1884
	001-1510-536.46-00	176			
2	Budget Amendments/Transfers		Division 1510 Total	($2,682)	
1600 - GENERAL OPERATIONS					
11/14/17	001-1600-513.39-00	(90,440)	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
01/23/18	001-1600-513.39-00	(167,505)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	001-1600-513.39-00	(24,360)	FEDERAL LOBBYING SERVICES WERE NOT BUDGETED		1420
	001-1600-513.31-00	24,360			
3	Budget Amendments/Transfers		Division 1600 Total	($257,945)	
1601 - EMERGENCY/DISASTER SVS					
11/14/17	001-1601-525.34-00	90,440	ADDTNL WATERFRONT HAZARDS FROM HURRICANE IRMA		513
1	Budget Amendments/Transfers		Division 1601 Total	$90,440	
1801 - HUMAN RESOURCES					
01/31/18	001-1801-513.46-00	(82)	COVER THE COST OF TENURE BADGES FOR FY18		1496
	001-1801-513.47-00	82			
1	Budget Amendments/Transfers		Division 1801 Total	$0	
2100 - POLICE ADMIN/OPERATIONS					
10/10/17	001-2100-521.64-00	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
11/01/17	001-2100-521.46-00	1,890	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2100-521.44-00	(3,362)	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2100-521.44-00	(1,760)			
	001-2100-521.41-00	1,122			
	001-2100-521.31-00	3,000			
	001-2100-521.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2100-521.44-00	(2,050)			
	001-2100-521.44-00	(2,010)			
	001-2100-521.52-00	(1,408)			
11/28/17	001-2100-521.44-00	(4,387)	TASER CARTRIDGES RECLASS TO OPERATING FROM LEASES		588
	001-2100-521.52-00	4,387			
12/15/17	001-2100-521.64-01	(23,464)	MOVE FUNDS INTO JAG GRANT PROJECT NUMBER		888
	001-2100-521.64-01	23,464			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/31/18	001-2100-521.55-00	(2,000)	MOVE FUNDS FROM TRAINING TO TRAVEL AND PER DIEM		1496
	001-2100-521.40-00	2,000			
7	Budget Amendments/Transfers		Division 2100 Total	($6,279)	
2101 - POLICE COMMUNICATIONS					
11/01/17	001-2101-521.46-00	(1,890)	MOVE ALL RADAR REPAIRS & RECERTS IN SAME ACCOUNT		310
11/14/17	001-2101-521.44-00	(3,149)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2101-521.52-00	(2,000)			
2	Budget Amendments/Transfers		Division 2101 Total	($7,039)	
2132 - CODE ENFORCEMENT					
11/14/17	001-2132-524.41-00	1,000	ADD FNDS FOR BCKGRN INVST & CABLE / CELL PH BILLS		455
	001-2132-524.44-00	(1,400)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-2132-524.52-00	(1,251)			
2	Budget Amendments/Transfers		Division 2132 Total	($1,651)	
2200 - FIRE ADMINISTRATION					
10/10/17	001-2200-522.64-00	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	001-2200-522.52-00	(41)	BUDGET TXFR INCREASE IN NFPA SUBSCRIPTION		269
	001-2200-522.54-00	41			
11/14/17	001-2200-522.44-00	(1,917)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/13/18	001-2200-522.52-00	(3,887)	TXFR MOBILE EYES FIRE SFT TO CONTRACT SERVICES		1686
	001-2200-522.34-00	3,887			
4	Budget Amendments/Transfers		Division 2200 Total	$25,601	
2201 - FIRE OPERATIONS					
12/15/17	001-2201-522.46-00	(467)	CORRECT BUDGET SHORTFALL DUE TO MISCALCULATION		890
	001-2201-522.64-00	467			
12/27/17	001-2201-522.64-00	(5,862)	BDGT TXFR LIFE PACK SERV AGREE FRM CAPITAL TO R&M		1004
	001-2201-522.46-00	5,862			
01/31/18	001-2201-522.64-00	149	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR		1496
	001-2201-522.52-00	(149)	MOVE SHIPPING TO CAPITAL FOR GAS DETECTOR INV		1496
4	Budget Amendments/Transfers		Division 2201 Total	$0	
3200 - ADMINISTRATION					
11/14/17	001-3200-515.44-00	(2,256)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/20/17	001-3200-515.49-00	(4,114)	CLOSING COSTS FOR ACQUSTN OF 1408 DONNA AVENUE		962
	001-3200-515.61-00	4,114			
02/27/18	001-3200-515.31-00	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
3	Budget Amendments/Transfers		Division 3200 Total	$29,544	
3205 - ECONOMIC DEVELOPMENT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/05/17	001-3205-559.49-05	(18,715)	NO FUNDS BUDGETED FOR PROJECT # CS17FA IN FY18		698
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-05	18,715			
12/18/17	001-3205-559.49-05	(18,715)	CORRECT BROWNSFIELDS PROJ NUMBER CHARGES		908
	001-3205-559.49-05	(13,350)			
	001-3205-559.49-05	(7,767)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(7,063)			
	001-3205-559.49-05	(5,600)			
	001-3205-559.49-05	5,600			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,063			
	001-3205-559.49-06	7,767			
	001-3205-559.49-06	13,350			
	001-3205-559.49-05	18,715			
01/31/18	001-3205-559.42-00	(20)	COVER TABLECLOTH RENTAL FOR COCOA JOB FAIR		1496
	001-3205-559.44-00	20			
02/07/18	001-3205-559.47-00	(191)	COVER HOSTING AND SUPPRT FOR ECON DEV WEBSITE		1619
	001-3205-559.46-00	191			
4	Budget Amendments/Transfers			Division 3205 Total $0	
3290 - LEISURE SERVICES					
11/14/17	001-3290-574.24-00	646	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3290-574.22-00	878			
	001-3290-574.21-00	893			
	001-3290-574.13-00	11,669			
	001-3290-574.44-00	(2,055)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
2	Budget Amendments/Transfers			Division 3290 Total $12,031	
3500 - ADMINISTRATION					
11/14/17	001-3500-519.44-00	(907)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3500-519.52-00	(500)			
02/07/18	001-3500-519.12-00	(127)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3500-519.12-12	127			
2	Budget Amendments/Transfers			Division 3500 Total ($1,407)	
3520 - PARKS & BEAUTIFICATION					
10/31/17	001-3520-572.34-09	(5,000)	COVER MOWING SERVICES BETWEEN FY17 & FY18		288
	001-3520-572.14-00	5,000			
11/29/17	001-3520-572.34-09	(5,000)	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/29/17	001-3520-572.14-00	5,000	COVER IN HOUSE MOWING SVC BETWEEN FISCAL YEARS		638
12/05/17	001-3520-572.52-00	(2,490)	MOVE FROM OPER TO CAP FOR CHRISTMAS TREE PRCHSE		699
	001-3520-572.64-00	2,490			
12/12/17	001-3520-572.34-09	(35,000)	INMATE WORK SQUAD FROM FL DEPT OF CORRECTIONS		894
	001-3520-572.52-00	(14,866)			
	001-3520-572.34-00	49,866			
02/05/18	001-3520-572.12-00	(45,906)	EMPLOYEE ENTERED DROP JUN 1 - MOVE SALARY & WAG		1586
	001-3520-572.13-00	45,906			
5 Budget Amendments/Transfers			Division 3520 Total	$0	
3540 - PUBLIC WORKS- FLEET MAINT					
11/14/17	001-3540-519.44-00	(540)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	001-3540-519.52-00	(250)			
02/07/18	001-3540-519.12-00	(110)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3540-519.20-00	110			
2 Budget Amendments/Transfers			Division 3540 Total	($790)	
3560 - FACILITY MANAGEMENT					
10/10/17	001-3560-519.52-00	(45,914)	LEE WENNER PARK MAINT BUDGETED IN WRONG ACCT		70
	001-3560-519.46-02	45,914			
11/14/17	001-3560-519.12-00	(11,669)	ADD PART TIME FACILITIES ATTENDANT FOR LEE WENNER		512
	001-3560-519.21-00	(893)			
	001-3560-519.22-00	(878)			
	001-3560-519.24-00	(646)			
	001-3560-519.44-00	(1,500)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
02/07/18	001-3560-519.12-00	(534)	COVER SICK AND VACA ACCRL PAYOUTS AND ONE SHOE ALLW		1619
	001-3560-519.12-12	534			
4 Budget Amendments/Transfers			Division 3560 Total	($15,586)	
3580 - CAPITAL PROJECTS MNGMT					
10/25/17	001-3580-519.44-00	(300)	COMM ACCT NEEDS FNDS TO COVER CITY CELL PHONE		240
	001-3580-519.41-00	300			
1 Budget Amendments/Transfers			Division 3580 Total	$0	
58 Total Budget Amendments/Transfers			**GENERAL FUND**	**$74,248**	
3240 - HOUSING GRANTS					
12/05/17	105-3240-554.83-00	(2,605)	SHIP HOUSING COUNSELING FUNDS RECLASS TO ADMIN		699
	105-3240-554.34-00	2,605			
1 Budget Amendments/Transfers			Division 3240 Total	$0	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$0**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3230 - CRA ADMIN/OPERATIONS					
11/30/17	110-3230-559.63-00	(12,706)	COVER DEMOLISHING & BLDNG PLAYGROUND IN LEE WENNER		646
	110-3230-559.31-00	12,706			
12/05/17	110-3230-559.39-00	(35,000)	COVER COSTS FOR DEVELPMNT OF 5 YR COCOA WTRFRNT PLN		699
	110-3230-559.31-00	35,000			
12/27/17	110-3230-559.52-00	(1)	BUDGET TXFR CRA PROF SRV ROUNDING ERROR CORRECT		1003
	110-3230-559.31-00	1			
01/23/18	110-3230-559.83-00	(27,910)	COVER LEE WENNER CONNECTR SHORTFALL OF FUNDS		1419
	110-3230-559.63-00	27,910			
4	Budget Amendments/Transfers		Division 3230 Total	$0	
	4 Total Budget Amendments/Transfers		**REDEVELOPMENT AGENCY FUND**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
02/21/18	111-3230-559.83-00	(198)	COVER STORMWATER EXPNS FOR WHALEY STREET PROPRTY		1817
	111-3230-559.43-00	198			
	111-3230-559.83-00	(1,000)	TXFR FOR DIAMOND SQUARE LEGAL EXPENSE ACCT		1817
	111-3230-559.31-01	1,000			
2	Budget Amendments/Transfers		Division 3230 Total	$0	
	2 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3580 - CAPITAL PROJECTS MNGMT					
10/27/17	301-3580-519.62-00	(20,000)	TXFR TO COVER SHORTAGE FURN NOT BUDGETED 2017		267
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	3,630			
	301-3580-519.64-00	12,740			
11/03/17	301-3580-519.62-00	(12,866)	COVER PURCHASE OF HVAC'S FOR FIRE STNS 2 & 3		364
	301-3580-519.62-00	(12,470)			
	301-3580-519.64-00	12,470			
	301-3580-519.64-00	12,866			
11/14/17	301-3580-519.62-00	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
02/14/18	301-3580-519.62-00	(13,000)	MOVE FIRE STN A/C UNITS TO MACHINERY & EQUIPMNT		1727
	301-3580-519.62-00	(10,000)			
	301-3580-519.64-00	10,000			
	301-3580-519.64-00	13,000			
4	Budget Amendments/Transfers		Division 3580 Total	$15,000	
	4 Total Budget Amendments/Transfers		**CAPITAL PROJECTS FUND**	**$15,000**	
1515 - FIELD SERVICES					
10/10/17	421-1515-536.46-00	(11,870)	COVER PURCHASE OF TWO ADDTNL NEPTUNE RANGER		99
	421-1515-536.64-15	11,870			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
01/17/18	421-1515-536.64-00	(338)	INSTALL KRONOS TIME CLOCK AT UTILITY COMPOUND		1294
	421-1515-536.46-00	338			
2	Budget Amendments/Transfers		Division 1515 Total	$0	
4010 - WATER ADMINISTRATION					
10/24/17	421-4010-536.31-00	(48,250)	FUND THE CENTRAL FL WATER INITIATIVE		219
	421-4010-536.31-00	48,250			
10/27/17	421-4010-536.39-00	(611,445)	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
	421-4010-536.31-01	(5,497)	TXFR JOINT FUNDING (USGS) H2O QLTY		271
	421-4010-536.34-00	5,497			
11/14/17	421-4010-536.44-00	(1,792)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4010-581.91-01	3,700			
	421-4010-581.91-01	9,021			
11/22/17	421-4010-536.31-01	(50,000)	ASSOCIATE BUDGET WITH PROJECT # WS0919		558
	421-4010-536.31-01	50,000			
12/12/17	421-4010-536.39-00	(433,988)	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4010-536.39-00	(23,792)	FY17 TO FY18 CONTINUATION OF WORK		893
	421-4010-536.31-00	23,792			
12/15/17	421-4010-536.34-00	(2,802)	PRCHSE CITY BRANDED WATER BOTTLES - 360 CASES		890
	421-4010-536.34-00	(1,360)			
	421-4010-536.42-00	1,360			
	421-4010-536.48-00	2,802			
8	Budget Amendments/Transfers		Division 4010 Total	1,034,504)	
4020 - DYAL PLANT					
11/14/17	421-4020-536.52-00	(3,000)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4020-536.44-00	(1,704)			
12/12/17	421-4020-536.63-00	430,261	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-4020-536.63-00	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
	421-4020-536.46-00	(255,000)	ALLOW CONTIN OF WORK ON GROUNDWATER FILTER #6		1268
	421-4020-536.63-00	255,000			
02/27/18	421-4020-536.46-00	(77,501)	FILTER MEDIA REPLACEMENT DYAL FILTER #6 (WS18FM)		1950
	421-4020-536.63-00	77,501			
5	Budget Amendments/Transfers		Division 4020 Total	$538,769	
4025 - WATER FIELD OPERATIONS					
10/10/17	421-4025-536.64-00	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
10/27/17	421-4025-536.46-00	611,445	TXFR FOR ER ASSESS/REPAIR SUBAQUE PIPES AG#17-464		272
11/14/17	421-4025-536.44-00	(2,750)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	421-4025-536.52-00	(700)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/22/17	421-4025-536.46-00	(35,199)	FINALIZE SCHOOLHOUSE LANE WATER MAIN REPLACEMENT		559
	421-4025-536.63-00	35,199			
12/12/17	421-4025-536.46-00	433,988	EMRGNCY ASSES AND REPAIR OF SUB-AQUAEOUS PIPES		892
	421-4025-536.63-00	36,394	FY17 TO FY18 CONTINUATION OF WORK		889
01/23/18	421-4025-536.46-00	(10,368)	COVER NEW PHONE SYSTEM FOR CITY - SHARETEL		1421
	421-4025-536.52-00	10,368			
02/07/18	421-4025-536.12-00	(8,802)	COVER SICK AND VACATION ACCRUAL PAYOUT 3 EMPS		1619
	421-4025-536.12-12	8,802			
8	Budget Amendments/Transfers		Division 4025 Total	$1,279,867	
4055 - ENGINEERING					
11/03/17	421-4055-536.63-00	(49,440)	COVER DESIGN COSTS FOR SR 501 / CLRLKE - WS18UR		362
	421-4055-536.63-00	49,440			
12/12/17	421-4055-536.68-10	197,624	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4055-536.63-00	319,360			
12/18/17	421-4055-536.63-00	(22,230)	FY17 TO FY18 CONTINUATION OF TWO WS PROJECTS		907
	421-4055-536.63-00	10,045			
	421-4055-536.63-00	12,185			
01/16/18	421-4055-536.68-10	(4,176)	PURCHSE TWO WORKSTATIONS FOR UTILITIES POSITIONS		1266
	421-4055-536.64-15	4,176			
4	Budget Amendments/Transfers		Division 4055 Total	$516,984	
4120 - WATER RECLAMATION					
11/14/17	421-4120-536.44-00	(2,100)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/12/17	421-4120-536.63-00	84,315	FY17 TO FY18 CONTINUATION OF WORK		889
	421-4120-536.46-00	(10,000)	MOVE FNDS TO OPERATING FOR SFTWARE LICNSE RENEW		891
	421-4120-536.52-00	10,000			
12/27/17	421-4120-536.34-00	(11,000)	BDGT TXFR MOW EQ SELLERS MOVE CONTRACT TO INHOUSE		1005
	421-4120-536.52-00	(883)			
	421-4120-536.64-00	11,883			
02/27/18	421-4120-536.31-00	(65,000)	BAR SCREENING SYSTEM REPAIRS WASTEWATER		1951
	421-4120-536.46-02	(9,105)			
	421-4120-536.31-00	6,670			
	421-4120-536.46-00	67,435			
5	Budget Amendments/Transfers		Division 4120 Total	$82,215	
4125 - SEWER FIELD OPERATIONS					
11/03/17	421-4125-536.34-00	(11,200)	PURCHASE MOWER & TRAILER FOR LIFT STATION MAINT		364
	421-4125-536.64-00	11,200			
11/14/17	421-4125-536.44-00	(550)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/14/17	421-4125-536.52-00	(125)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
12/12/17	421-4125-536.63-00	55,518	FY17 TO FY18 CONTINUATION OF WORK		889
3 Budget Amendments/Transfers			Division 4125 Total	$54,843	
35 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,438,174**	
3570 - STORMWATER UTILITY					
10/27/17	423-3570-538.63-00	327,407	BUDGET ADJ RES#2017-114		270
11/14/17	423-3570-538.44-00	(910)	MOVE RICOH COPIER CHARGES TO IT DIVISION		514
	423-3570-581.91-01	910			
12/18/17	423-3570-538.31-00	(80,000)	PROJECT # NOT BUDGETED IN FY18 BUDGET		870
	423-3570-538.31-00	80,000			
02/07/18	423-3570-538.12-00	(32)	COVER SICK AND VACATION ACCRUAL PAYOUTS		1619
	423-3570-538.12-12	32			
02/13/18	423-3570-538.46-00	(5,500)	TXFR FOR LRGE TRACH HOE RENTAL FOR SR524 JOB		1686
	423-3570-538.44-00	5,500			
5 Budget Amendments/Transfers			Division 3570 Total	$327,407	
5 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

109 Transfers & Amendments between 10/1/2017 and 2/28/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS **1,854,829**

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 2018 - Budget Tracking Worksheets\FY 2018 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

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Date: 3/14/2018

FY 2018 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/17	001-0000-366.10-09	1,299	ACCEPT REV AND EXPNSE OF FLYABLE DRONE DONATN		102
	001-0000-389.99-50	27,518	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
11/14/17	001-0000-381.91-23	910	MOVE COST OF RICOH COPIER LEASE TO IT DIVISION		511
	001-0000-381.91-21	12,721			
02/27/18	001-0000-389.99-50	31,800	COCOA VILLAGE PARKING ASSESSMENT FUNDING		1952
4 Budget Amendments/Transfers			Division 0000 Total	$74,248	
4 Total Budget Amendments/Transfers			**GENERAL FUND**	**$74,248**	
11/14/17	301-0000-389.99-50	15,000	COSTS FOR HEART OF COCOA MEETING ROOM		510
1 Budget Amendments/Transfers			Division 0000 Total	$15,000	
1 Total Budget Amendments/Transfers			**CAPITAL PROJECTS FUND**	**$15,000**	
10/10/17	421-0000-389.99-50	201,490	FIVE UTILITIES VEH PURCHS FY17 - HUR IRMA DELAYED		103
12/12/17	421-0000-389.99-50	1,123,472	FY17 TO FY18 CONTINUATION OF WORK		889
01/09/18	421-0000-389.99-11	113,212	ALLOW CONT. OF WORK ON GROUNDWATER FILTER #6		1267
3 Budget Amendments/Transfers			Division 0000 Total	$1,438,174	
3 Total Budget Amendments/Transfers			**WATER/SEWER ENTERPRISE**	**$1,438,174**	
10/27/17	423-0000-389.99-50	327,407	BUDGET ADJ RES#2017-114		270
1 Budget Amendments/Transfers			Division 0000 Total	$327,407	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$327,407**	

9 Transfers & Amendments between 10/1/2017 and 2/28/2018

FY 2017 TOTAL TRANSFERS & AMENDMENTS **1,854,829**

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 2018 - Budget Tracking Worksheets\FY 2018 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

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Date: 3/14/2018

Legislation Details (With Text)

File #:	18-101	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/14/2018			**In control:**	City Council
On agenda:	3/27/2018			**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. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Report Feb 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2018
Agenda Date: March 27, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Lora Howell, Interim 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, 2018. 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

applied to contingency | as of: 2/28/2018

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
2017-40	6 Rosa L Jones Blvd										
Op. Rev.		56,700.00	TO 4/21/17 & Resolution 11/14/17	2017-124							
Project Manager:		5,000.00	contingency authorized								
account #	001-3205-559.49-05	51,700.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
				FY2017	33276	37,450.00	37,450.00	37,450.00			$ 40,750.00
			FY 17 PO ISSUE		32989	3,300.00	40,750.00	40,750.00			
	Terracon Consultants		*FY 18 PO ISSUE*	FY2018	34750	10,950.00	51,700.00	40,750.00	10,950.00	$ 10,950.00	
	Environmental Site Assessment										
	FY2017 PO 70648 & 70378 FY 18 PO 71752										
		5,000	^contingency balance-->								
SW17CS	Baffle Box At Church Street										
Op. Rev.		327,407.00	10/24/2017	2017-113							
Project Manager:		30,000.00	contingency authorized								
account #	423-3570-538.63-00	297,407.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
											$ -
	DP Development of the Treasure Coast PO# 71772		*FY 18 PO ISSUE*	FY2018	34698	297,407.00	297,407.00		297,407.00	$ -	
	Treats Stormwater Run-off										
		30,000	^contingency balance-->								
CP1501	Heart Of Cocoa Meeting Room										
Op. Rev.		160,000.00	10/24/2017	2017-104							
Project Manager:		3,125.00	contingency authorized								
account #	301-3580-519-62-00	156,875.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	C&D Consturction PO# 71710										
	Community Meeting Room		*FY 18 PO ISSUE*	FY2018	34749	156,875.00	156,875.00		156,875.00	$ -	$ -
		3,125	^contingency balance-->								
WS1201	Subaqueous pipeline protection repair & stabilization of 36" PCCP WM along SR520										
Op. Rev.		1,133,988.00	9/26/2017&10/24/17	2017-89	2017-131						
Project Manager:		39,453.00	contingency authorized 12/12/17 Contingency added back	2017-115							
account #	421-4025-536.46-00	1,094,535.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Anderson Diving dba **Logan Diving PO#**		FY17 PO Issue		33975	100,000.00	100,000.00	100,000.00			$ 116,015.00
	placement of 10,000 cement rip rap bags on exposed pipe for protection and support		*FY 18 PO ISSUE*		34533	600,000.00	700,000.00	100,000.00	600,000.00	$ 591,857.93	
	FY17 PO 71088 plus $16,015 paid by direct pay request		*CO#1*		34967	394,535.00	1,094,535.00	100,000.00	994,535.00		
	FY18 PO 71604										
		39,453	^contingency balance-->								
WS17F3	Utility Lines Extension fo Fire Stn #3										
Op. Rev.		376,359.47	5/9/2017	2017-51							
Project Manager:		34,214.00	contingency authorized								
account #	421-4055-536-63-00	342,145.47	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	W&J Construction Corp PO# 70501 FY18 71964		FY17 PO Issue		33141	342,145.47	342,145.47	342,145.47			$ -
	Utility Line Extensions Fire Station #3					(342,145.47)	-	-			
			FY 18 PO ISSUE	FY2018	34995	342,145.47	342,145.47	-	342,145.47	$ 208,276.42	
		34,214	^contingency balance-->								
PW17VS	SR520 Improvements										
Op. Rev.		98,881.00	4/11/2017	2017-38							
Project Manager:		5,000.00	contingency authorized								
account #	001-3510-541-63-00	93,881.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Vericon Construction Company PO# 70369		FY17 PO Issue		32961	93,881.00	93,881.00	93,881.00			$ 39,111.00
	SR520 Improvements					(54,770.00)	39,111.00	39,111.00			
			FY 18 PO ISSUE	FY2018			39,111.00	39,111.00	-	$ -	
		5,000	^contingency balance-->								
WS17SS	Schoolhouse Lane, MI, Water Main Replacement										
Op. Rev.		252,950.00	4/11/2017	2017-35							
Project Manager:		22,995.00	contingency authorized								
account #	421-4025-536-63-00	229,955.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved		Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
	Jobear Contracting Inc. PO# 70333 PO#71897			FY17 PO Issue		32942	229,955.00	229,955.00	229,955.00				$ 216,556.20
	Schoolhouse Lane, MI Water Main Replacement			*CO#1*		33160	21,800.00	251,755.00	251,755.00				
							(35,198.80)	216,556.20	216,556.20				
				FY 18 PO ISSUE	FY2018	34927	35,198.80	251,755.00	216,556.20	35,198.80	$	30,891.80	
		1,195	^contingency balance-->										
CP16F1	Fire Station 1												
Op. Rev.		3,392,330.00	7/12/16 and 2/28/17		2017-21								
Project Manager:													
account #	301-3580-519-62-00	3,392,330.00	This is the Guaranteed Maximum Price					Cumulative	FY17 cum	FY18 cum			
	W & J Construction PO# 69154/71229			FY17 PO Issue		31565	3,605,586.00	3,605,586.00	3,605,586.00		$	370,481.08	$ 2,093,976.58
	Fire Station 1 Q-16-07-COC			*CO#1*		32632	(213,256.00)	3,392,330.00	3,392,330.00				
				CO#2		32698	(122,581.70)	3,269,748.30	3,269,748.30				
				CO#3		32759	(40,515.00)	3,229,233.30	3,229,233.30				
				CO#4		32884	(164,164.99)	3,065,068.31	3,065,068.31				
				CO#5		33282	(100,690.92)	2,964,377.39	2,964,377.39				
				CO#6		33334	(148,595.00)	2,815,782.39	2,815,782.39				
				CO#7		34000	(34,006.64)	2,781,775.75	2,781,775.75				
							(687,799.17)	2,093,976.58	2,093,976.58				
				FY 18 PO ISSUE	FY2018	34133	687,799.17	2,781,775.75	2,093,976.58	687,799.17	$	370,481.08	
	NOTE: This is a different formula, different authorization>	**610,554**	**^"Owners Contingency Fund" 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 #	421-4010-536-31-00	1,248,128.00	exp authorized before contingency					Cumulative	FY17 cum	FY18 cum			
	CH2M Hill PO# 69690			FY2017 PO#69690	FY 2017	31967	847,086.89	847,086.89	847,086.89				$ 87,555.68
	CDM Smith PO#69691			FY2017 PO#69691		32006	158,970.00	1,006,056.89	1,006,056.89				$ -
	Hawksley (Stantec) PO#69908			FY2017 PO#69908		32409	189,591.00	1,195,647.89	1,195,647.89				$ -
							(158,970.00)	1,036,677.89	1,036,677.89				
							(759,531.21)	277,146.68	277,146.68				
							(189,591.00)	87,555.68	87,555.68				
				FY 18 PO ISSUE	FY2018			87,555.68	87,555.68	-	$	-	
	This was originally assigned the wrong project #WS17AF.	**283,806**	^contingency balance-->										
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	FY17 cum	FY18 cum			
	L7 Construction Inc PO# 68449/69693/71965			FY16 PO Issue	FY 2016	30576	561,700.00	561,700.00					$ 525,330.34
	Bid No. B-16-14-COC			*PO 68449 FY16 Year-End PO Liquidation*			(534,700.00)	27,000.00					
				FY 2017 PO Issued	FY 2017	32068	534,700.00	561,700.00	534,700.00				
				CO#1		32196	3,418.82	565,118.82	538,118.82				
				CO#2		32914	6,269.00	571,387.82	544,387.82				
				CO#3		33279	2,533.64	573,921.46	546,921.46				
				CO#4		33387	3,145.40	577,066.86	550,066.86				
				CO#5		33508	4,333.50	581,400.36	554,400.36				
							(29,070.02)	552,330.34	525,330.34				
				FY 18 PO ISSUE	FY2018	34997	9,369.66	561,700.00	525,330.34	9,369.66	$	18,323.32	
						34997	19,700.36	581,400.36	525,330.34	29,070.02			
				CO#1		35185	3,885.45	585,285.81	525,330.34	32,955.47			
		32,584	^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	FY17 cum	FY18 cum			
	Chinchor Electric Inc PO# 68119/69705/71957			FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00					$ 1,458,803.25
	B-16-05-COC			*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33					
				FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00	1,938,748.67				
				CO#1		32212	119,650.85	2,241,832.85	2,058,399.52				
							(599,596.27)	1,642,236.58	1,458,803.25				
				FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85	1,458,803.25	599,596.27	$	394,802.82	
		92,567	^contingency balance-->										
CP16F3	Fire Station #3 Design												
Op. Rev.	SR524	177,925.72	12/8/2015 & 10/24/17 (Contingency in both Resolutions)		2016-16 & 2017-112								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.	FY2018 Expenditures	FY2017 Expenditures
Project Manager:		17,925.72	contingency authorized 5%								
account #	301-3580-519-62-00	160,000.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Bid No. RFQ-11-12-COC										
			FY16 PO Issue	FY2016	29395	154,206.00	154,206.00				$ 604.47
	Architects Design Group PO#67485/69346		*CO#1Design and Landscape revisions*		30999	6,460.00	160,666.00				$ 20,727.85
			PO 67485 FY16 Year-End PO Liquidation			(36,993.60)	123,672.40				
	Architects RZK PO#69801/71235		FY 2017 PO 69346 Issue (reissue PO67485)	FY 2017	31768	551.75	124,224.15	551.75			
			FY 2017 PO 69346 Issue (adds $$ to reissue of PO67485)		31768	52.72	124,276.87	604.47			
			FY 2017 PO 69708 (reissue balance of FY16 PO#67485 to new vendor per agenda memo V.9 1/10/2017)		32160	36,441.85	160,718.72	37,046.32			
	**There is no project contingency on the contruction piece of this project.					(15,714.00)	145,004.72	21,332.32			
			FY 18 PO ISSUE #71235	FY2018	34197	15,714.00	160,718.72	21,332.32	15,714.00	$ 14,356.50	
			CO#1Design and Permitting		34587	1,197.58	161,916.30	21,332.32	16,911.58		
			CO#1Design and Permitting		34587	10,215.42	172,131.72	21,332.32	27,127.00		
	**contingency is for primary construction contract and any additional related service contracts per Res. 2016-16*	-	^contingency balance-->								
CP16F2	Fire Station #2 Design										
	Brunson Blvd.										
Op. Rev.		118,490.20	1/12/2016	2016-15; 2016-104	2017-111						
Project Manager:		15,166.20	contingency authorized 5% 2/23/16; Council Approved $10k Increase 9/27/16								
account #	301-3580-519-62-00	103,324.00	exp authorized before contingency				Cumulative	FY17 cum	FY18 cum		
	Bid No. RFQ-11-12-COC										
	Architects Design Group PO#67486/69348/69645		FY16 PO Issue	FY2016	29612	103,324.00	103,324.00				
	Architects RZK FY18-71233		*CO#2*		30996	9,992.00	113,316.00				
	Vendor Architects RZK PO#69801 for $70,508 (PR#32265) not charged against contingency. TO#2017-03 approved 01/10/2017 V.2. File #17-7.		*FY16 Liquidation*			(37,965.91)	75,350.09				
			FY 17 PO Issue #69348 (reissue FY16 PO#67486)	FY2017	31770	6,143.40	81,493.49	6,143.40			$ 6,143.40
			PO#69645 (reissue FY16 PO#67486)		32092	3,775.00	85,268.49	9,918.40			$ 4,549.53
	**There is no project contingency on the contruction piece of this project.		*CO#1 PO#69645*		32264	774.53	86,043.02	10,692.93			
			FY 18 PO ISSUE	FY2018	34187	25,487.00	111,530.02	10,692.93	25,487.00	$ 12,846.50	
	**contingency is for primary construction contract only per Res. 2016-104 (Res. 2016-15 included "any additional service contracts")*	5,174	^contingency balance-->								
* Fire Stations 1 and 2 were switched after Council											
WS1402	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	FY17 cum	FY18 cum		
	PETTICOTT-SCHMITT PO# 67619/69660/71761		FY16 PO Issue	FY2016	29508	8,569,000.00	8,569,000.00				$ 5,531,981.69
	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				
			PO 67619 FY16 Year-End PO Liquidation			(6,815,828.77)	1,820,482.23				
				FY2017	31822	6,815,828.77	8,636,311.00	6,815,828.77			
			CO#1		32217	1,243.00	8,637,554.00	6,817,071.77			
			CO#2		32311	77,406.00	8,714,960.00	6,894,477.77			
			CO#3		32488	15,311.00	8,730,271.00	6,909,788.77			
			CO#4		33475	(1,750.00)	8,728,521.00	6,908,038.77			
			CO#5		33669	10,956.00	8,739,477.00	6,918,994.77			
						(1,387,013.08)	7,352,463.92	5,531,981.69			
			FY 18 PO ISSUE	FY2018	34733	1,387,013.08	8,739,477.00	5,531,981.69	1,387,013.08	$ 822,658.03	
			CO#1		35001	18,612.63	8,758,089.63	5,531,981.69	1,405,625.71		
			CO#2		35008	2,548.56	8,760,638.19	5,531,981.69	1,408,174.27		
			CO#3		35009	41,346.11	8,801,984.30	5,531,981.69	1,449,520.38		
			CO#4		35144	110,939.07	8,912,923.37	5,531,981.69	1,560,459.45		
			CO#5		35145	(21,069.96)	8,891,853.41	5,531,981.69	1,539,389.49		
			CO#6		35146	28,132.00	8,919,985.41	5,531,981.69	1,567,521.49		
		505,915	^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	FY17 cum	FY18 cum		
	Brandes Design-Build, Inc. PO # 67359/69616		FY15 PO Issue	FY 2015	27257	1,103,473.00	1,103,473.00				$ 15,300.00
	Bid No. B-15-09-COC		*PO 65796 FY15 Year-End PO Liquidation*			(883,423.00)	220,050.00				
			FY16 PO Issue	FY 2016	29146	883,423.00	1,103,473.00				
			CO#1		29489	7,268.19	1,110,741.19				
			E		30181	7,419.37	1,118,160.56				
			CO#3		30320	32,643.88	1,150,804.44				

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
			PO 67359 FY16 Year-End PO Liquidation			(130,380.44)		1,020,424.00					
				FY2017	31997	130,380.44		1,150,804.44	130,380.44				
			CO#4		33777	(37,061.00)		1,113,743.44	93,319.44				
						(78,019.44)		1,035,724.00	15,300.00				
			FY 18 PO ISSUE	FY2018				1,035,724.00	15,300.00	-		$ -	
		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	FY17 cum	FY18 cum			
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00		4,445,000.00					
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41		4,486,985.41					
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50		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					
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**		4,501,559.91			v		
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07		4,522,993.98			v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11		4,575,995.09			v		
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00		4,599,028.09					
			*CO#1 PO **67318***		29647	**53,686.38**		4,652,714.47					
			*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**		4,661,632.12					
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00		4,679,632.12					
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)		3,873,284.32					
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)		3,847,219.98					
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)		3,834,600.83					
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34		3,860,665.17	26,064.34				$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80		4,667,012.97	832,412.14				$ 386,032.50
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)		4,655,728.58	821,127.75				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39		4,667,012.97	832,412.14				$ 1,300.00
								4,667,012.97	832,412.14				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)		4,246,697.67	412,096.84				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)		4,236,713.28	402,112.45				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30		4,657,028.58	402,112.45	420,315.30	1	$ -	
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39		4,667,012.97	402,112.45	430,299.69	2	$ 3,262.00	
		209,868	^contingency balance-->										
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	FY17 cum	FY18 cum			
	CH2M Hill Engineers, Inc. FY2014 PO# 64202		FY14 PO Issue	FY 2014	25301		2,316,644.00	2,316,644.00					$ 244,575.44
	Task Order 2014-58		*FY14 Year-End PO Liquidation for Task Order 2014-58*				(2,316,644.00)	-					
	CH2M Hill Engineers, Inc. FY 2015 PO# 64883		*FY 2015 PO Issue*	FY 2015	26194		2,316,644.00	2,316,644.00					
					26634		(2,316,644.00)						
	CH2M Hill Engineers, Inc. FY2016 PO# 67262		*CO#1-account number change only 421-4055-536.63-00*		26634	2,253,869.00	62,775.00	2,316,644.00					
			CO#2-to support the repair of deficiencies identified through execution of the original task		28276	597,630.00		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					
			FY15 Year-End PO Liquidation			(1,369,468.90)	-	1,544,805.10					
	Same project, different task orders, not from "contingency"		FY16 PO Issue	FY2016	29089	1,369,468.90	-	2,914,274.00					
	CH2M Hill Engineers, Inc. PO# 67260		*FY16 Year-End PO Liquidation*			(13,217.56)		2,901,056.44					
	CH2M Hill Engineers, Inc. PO# 67261		PO# 69602 FY17 PO Issue	FY2017	31776	13,217.56		2,914,274.00	13,217.56				
	CH2M Hill Engineers, Inc. PO# 67263		CO#1 to PO#69602		31776	231,520.00		3,145,794.00	244,737.56				
	CH2M Hill Engineers, Inc. PO# 67264		*FY17 Year-End PO Liquidation*			(162.12)		3,145,631.88	244,575.44				
				FY2018				3,145,631.88	244,575.44	-		$ -	
		$ 144.40	^contingency balance-->										
WS1222	BNR Process Improvements												
DER restricted + Op.Rev		2,970,900.00	08/13/13 VIII.7	2013-083									
account #421 4120 536 63-00 + 64-00		191,900.00	contingency authorized										
		2,779,000.00	constr' exp authorized before contingency										
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037									
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order										
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00	64-00	Cumulative	FY17 cum	FY18 cum		FY18	FY17
	Brandes Design-Build, Inc. FY2013 PO# 62086												
	Bid No. B-13-11-COC												
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00					

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY17Cum.	FY18 Cum.		FY2018 Expenditures	FY2017 Expenditures
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)						
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00					
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29					
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73					
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29					
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29					
					26917	10,200.00		2,823,016.29					
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14		2,828,994.43					
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43					
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38					
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43	-				
	Chinchor Electric FY2017 PO#69705				29249	32,800.00		2,871,794.43					
			CO#1		29329	(5,000.00)		2,866,794.43					
			CO#2		29212	4,151.50		2,870,945.93					
			CO#3		29905	5,327.32		2,876,273.25					
			CO#4		30046	(5,327.32)		2,870,945.93					
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43					
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93					
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09					$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03					
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	33,812.06				$ -
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	34,482.06				$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	47,732.06				$ 58,955.00
						(33,812.06)		2,872,062.03	13,920.00				$ 169,885.00
						(13.25)		2,872,048.78	13,906.75				$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03	13,906.75	13.25			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	13,906.75	36,353.25	1	$ 10,915.25	
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		2,942,214.09	13,906.75	70,165.31	2	$ -	
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00					$ -
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete							
		28,686	^contingency balance--> for Brandes Design-Build										
		10,000	^contingency balance--> for Maxwell Contracting										

Legislation Details (With Text)

File #:	18-102	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/14/2018			**In control:**	City Council
On agenda:	3/27/2018			**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. (Interim Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report February 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 14, 2018
Agenda Date: March 27, 2018
Prepared By: Anthony Hagan, Grants Administrator
Through: Lora Howell, Interim 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 2018 provide information for the three major funds: General Fund, Water/Sewer Fund and the Storm Water Fund. This February 2018 report is unaudited and preliminary as many FY2017 closing entries are still pending.

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 2018 Budget by Classification Report - Summary Listing

Through 2/28/18

Target for February is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
TAXES	$ 7,664,982		$ 5,222,100.03	$ 2,442,881.97	68%
OTHER PERMITS AND FEES	$ 3,103,557		$ 1,671,913.71	$ 1,431,643.29	54%
INTERGOVERNMENTAL	$ 2,032,862		$ 884,630.40	$ 1,148,231.60	44%
CHARGES FOR SERVICES	$ 11,336,920		$ 4,500,677.08	$ 6,836,242.92	40%
FINES AND FORFEITURES	$ 26,000		$ 7,514.44	$ 18,485.56	29%
MISCELLANEOUS	$ 805,052		$ 286,081.95	$ 518,970.05	36%
OTHER SOURCES (NON-REVENUE)	$ 12,158,993		$ 3,051,876.62	$ 9,107,116.38	25%
REVENUE TOTALS	**$ 37,128,366**		**$ 15,624,794.23**	**$ 21,503,571.77**	**42%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,275,405	$ 3,618.00	$ 7,669,384.11	$ 14,602,402.89	34%
OPERATING EXPENDITURES	$ 9,539,413	$ 2,041,501.07	$ 3,501,780.47	$ 3,996,131.46	58%
CAPITAL OUTLAY	$ 3,461,756	$ 114,171.57	$ 228,521.88	$ 3,119,062.55	10%
GRANTS, AIDS AND OTHER	$ 1,851,792	$ -	$ 836,593.00	$ 1,015,199.00	45%
EXPENSE TOTALS	**$ 37,128,366**	**$ 2,159,290.64**	**$ 12,236,279.46**	**$ 22,732,795.90**	39%
REVENUE TOTALS	**$ 37,128,366**	**$ -**	**$ 15,624,794.23**	**$ 21,503,571.77**	**42%**
EXPENSE TOTALS	**$ 37,128,366**	**$ 2,159,290.64**	**$ 12,236,279.46**	**$ 22,732,795.90**	**39%**
	$ -	$ (2,159,290.64)	$ 3,388,514.77		

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	420,550	146,222.47	35	2,102,750	4,385,802.37	209	5,046,608	660,805.63
20 00	DELINQUENT TAXES	1,250	1,227.47-	98	6,250	1,993.39-	32	15,000	16,993.39
25 00	PENALTIES RE: TAXES	416	755.74	182	2,080	5,548.66	267	5,000	548.66-
30 00	TAX CERTIFICATES	16,666	.00		83,330	.00		200,000	200,000.00
311 **	AD VALOREM	438,882	145,750.74	33	2,194,410	4,389,357.64	200	5,266,608	877,250.36
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	33,333	33,902.72	102	166,665	101,570.77	61	400,000	298,429.23
312 **	SALES USE AND FUEL TAXES	33,333	33,902.72	102	166,665	101,570.77	61	400,000	298,429.23
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	88,209	75,517.68	86	441,045	391,088.33	89	1,058,517	667,428.67
30 00	WATER-COCOA	27,888	26,588.04	95	139,440	110,685.07	79	334,667	223,981.93
40 00	GAS	1,500	926.00-	62	7,500	3,324.62	44	18,000	14,675.38
80 00	PROPANE	1,123	1,445.07	129	5,615	7,023.36	125	13,484	6,460.64
314 **	UTILITY SERVICE TAX	118,720	102,624.79	86	593,600	512,121.38	86	1,424,668	912,546.62
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	33,642	33,895.12	101	168,210	80,969.48	48	403,706	322,736.52
315 **	COMMUNICATION SERVICE TAX	33,642	33,895.12	101	168,210	80,969.48	48	403,706	322,736.52
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	14,166	11,095.10	78	70,830	138,080.76	195	170,000	31,919.24
316 **	LOCAL BUSINESS TAX	14,166	11,095.10	78	70,830	138,080.76	195	170,000	31,919.24
310 ***	TAXES	638,743	327,268.47	51	3,193,715	5,222,100.03	164	7,664,982	2,442,881.97
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
00 00	BUILDING PERMITS	25,000	9,819.04	39	125,000	45,335.29	36	300,000	254,664.71
10 00	TRAINING SURCHARGE	66	.00		330	75.81	23	800	724.19
322 **	BUILDING PERMITS	25,066	9,819.04	39	125,330	45,411.10	36	300,800	255,388.90
323	FRANCHISE FEES								
10 00	ELECTRICITY	66,666	61,793.77	93	333,330	161,563.07	49	800,000	638,436.93
40 00	GAS	1,208	1,014.00-	84	6,040	4,340.85	72	14,500	10,159.15
70 00	SOLID WASTE	15,014	15,834.94	106	75,070	76,358.30	102	180,170	103,811.70
323 **	FRANCHISE FEES	82,888	76,614.71	92	414,440	242,262.22	59	994,670	752,407.78
325	SPECIAL ASSESSMENT								
12 01	FIRE PROTECTION	135,840	100,701.58	74	679,200	1,380,467.69	203	1,630,087	249,619.31

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
12 02	DELINQUENT TAX	166	.00		830	.00		2,000	2,000.00
12 03	PENALTIES	83	.00		415	797.70	192	1,000	202.30
12 04	TAX CERTIFICATES	12,500	.00		62,500	.00		150,000	150,000.00
12 *	SERVICE	148,589	100,701.58	68	742,945	1,381,265.39	186	1,783,087	401,821.61
325 **	SPECIAL ASSESSMENT	148,589	100,701.58	68	742,945	1,381,265.39	186	1,783,087	401,821.61
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	2,083	.00		10,415	665.00	6	25,000	24,335.00
30 00	PLANNING SITE PLAN REVIEW	0	.00		0	.00		0	.00
35 00	FIRE INSPECTIONS	0	110.00		0	2,310.00		0	2,310.00-
329 **	OTHER PERMITS & FEES	2,083	110.00	5	10,415	2,975.00	29	25,000	22,025.00
320 ***	OTHER PERMITS & FEES	258,626	187,245.33	72	1,293,130	1,671,913.71	129	3,103,557	1,431,643.29
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
10 02	BROWNFIELDS REDEVELOP PR	12,991	.00		64,955	23,668.73	36	155,894	132,225.27
10 03	ENERGY EFFICIENT RETROFIT	0	.00		0	.00		0	.00
10 *	GENERAL GOVERNMENT	12,991	.00		64,955	23,668.73	36	155,894	132,225.27
20 01	RES OFFCR - CTY CONTRACT	2,200	.00		11,000	22,000.00	200	26,400	4,400.00
20 05	JAG GRANT	1,955	.00		9,775	.00		23,464	23,464.00
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	1,276	.00		6,380	6,219.60	98	15,322	9,102.40
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	8,505	2,115.77	25	42,525	2,115.77	5	102,065	99,949.23
20 *	PUBLIC SAFETY	13,936	2,115.77	15	69,680	30,335.37	44	167,251	136,915.63
30 01	FEMA ASSIST TO FF GRANT	0	.00		0	.00		0	.00
39 10	FED GRANT -TRANSPORTATION	0	.00		0	.00		0	.00
50 01	FEMA DISASTER RELIEF	0	.00		0	37,507.27		0	37,507.27-
331 **	FEDERAL GRANTS	26,927	2,115.77	8	134,635	91,511.37	68	323,145	231,633.63
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	3,333	.00		16,665	.00		40,000	40,000.00

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	3,333	.00		16,665	.00		40,000	40,000.00
334		STATE GRANT								
50	01	STATE DISASTER REIMBURSE	0	.00		0	6,251.21		0	6,251.21-
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	6,251.21		0	6,251.21-
61	10	BREVARD COUNTY EMS GRANT	0	.00		0	.00		0	.00
90	30	HISTORIC PRESERVATION GRT	0	.00		0	230,256.00		0	230,256.00-
334	**	STATE GRANT	0	.00		0	236,507.21		0	236,507.21-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	39,000	42,527.75	109	195,000	170,111.00	87	468,000	297,889.00
12	20	8TH CNT MUNICIPAL GAS TAX	12,204	13,290.27	109	61,020	53,161.08	87	146,458	93,296.92
12	*	STATE REVENUE SHARING	51,204	55,818.02	109	256,020	223,272.08	87	614,458	391,185.92
14	00	MOBILE HOME LICENSES	1,666	862.35	52	8,330	18,945.75	227	20,000	1,054.25
15	00	ALCOHOLIC BEVERAGE	1,809	685.22	38	9,045	685.22	8	21,717	21,031.78
18	00	LOCAL GOVERNMENT 1/2 CENT	82,500	108,408.60	131	412,500	299,584.32	73	990,000	690,415.68
21	00	FIREFIGHTER SUPPLEMENTAL	0	.00		0	.00		0	.00
29	00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	1,961	.00		9,805	14,124.45	144	23,542	9,417.55
335	**	STATE SHARED REVENUES	139,140	165,774.19	119	695,700	556,611.82	80	1,669,717	1,113,105.18
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	169,400	167,889.96	99	847,000	884,630.40	104	2,032,862	1,148,231.60

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
10 00	RECORDING FEES	0	.00		0	.00		0	.00
15 00	PUBLIC RECORDS MODERNIZAT	0	.00		0	.00		0	.00
21 00	FINANCE/ACCOUNTING FEES	0	.00		0	.00		0	.00
23 00	W/S UTILITY ACCT.FEES	0	.00		0	.00		0	.00
30 00	ADMINISTRATIVE FEES	461,301	468,935.00	102	2,306,505	2,344,675.00	102	5,535,621	3,190,946.00
31 00	ADMIN FEES STORMWATER	7,632	.00		38,160	.00		91,595	91,595.00
40 00	CERTIFY/COPY/SEARCH	8,333	7,965.14	96	41,665	33,249.97	80	100,000	66,750.03
90 12	PASSPORT EXECUTION FEES	750	525.00	70	3,750	1,975.00	53	9,000	7,025.00
341 **	GENERAL GOVERNMENT	478,016	477,425.14	100	2,390,080	2,379,899.97	100	5,736,216	3,356,316.03
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	0	.00		0	.00		0	.00
90 00	OTHER PUBLIC SAFETY	0	.00		0	700.00		0	700.00-
90 01	FALSE ALARM FEES	925	100.00	11	4,625	6,780.00	147	11,100	4,320.00
90 02	MOTOR VEHICLE ACCIDENT	0	.00		0	.00		0	.00
90 *	OTHER PUBLIC SAFETY	925	100.00	11	4,625	7,480.00	162	11,100	3,620.00
342 **	PUBLIC SAFETY	925	100.00	11	4,625	7,480.00	162	11,100	3,620.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	34,201	37,225.42	109	171,005	149,314.56	87	410,422	261,107.44
37 11	ROCKLEDGE	21,605	22,745.45	105	108,025	91,147.79	84	259,269	168,121.21
37 12	SUN LAKE	285	297.57	104	1,425	1,206.63	85	3,420	2,213.37
37 13	CLNY PK-M.I.UTIL CO.	153	149.33	98	765	608.22	80	1,844	1,235.78
37 16	COCOA BEACH	8,922	8,964.33	101	44,610	35,902.45	81	107,066	71,163.55
37 17	CAPE CANAVERAL	7,365	7,388.37	100	36,825	29,523.82	80	88,382	58,858.18
37 18	TITUSVILLE	321	337.90	105	1,605	1,349.34	84	3,854	2,504.66
37 *	WATER BILLING SERVICES	72,852	77,108.37	106	364,260	309,052.81	85	874,257	565,204.19
39 01	SERVICE CHARGES	34,666	26,832.41	77	173,330	156,764.90	90	416,000	259,235.10
39 03	ADMIN CHARGES	33,333	25,410.00	76	166,665	142,170.00	85	400,000	257,830.00
39 04	PENALTIES	72,916	56,486.68	78	364,580	355,663.91	98	875,000	519,336.09
39 05	NSF CHECKS	2,960	3,214.28	109	14,800	14,166.42	96	35,525	21,358.58
39 *	WATER OTHER INCOME	143,875	111,943.37	78	719,375	668,765.23	93	1,726,525	1,057,759.77
41 10	GARBAGE REVENUES	181,575	180,236.97	99	907,875	863,354.84	95	2,178,903	1,315,548.16
41 20	RECYCLING REVENUE	18,065	18,480.78	102	90,325	89,894.77	100	216,789	126,894.23
41 30	GREEN WASTE	15,449	15,370.53	100	77,245	75,948.46	98	185,394	109,445.54
41 *	GARBAGE COLLECTION	215,089	214,088.28	100	1,075,445	1,029,198.07	96	2,581,086	1,551,887.93

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	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	8,236.00	102	40,290	32,921.96	82	96,697	63,775.04
45 20	SALE - RECYCLING MATERIAL	125	.00		625	399.60	64	1,500	1,100.40
45 *	GARBAGE - OTHER REVENUE	8,183	8,236.00	101	40,915	33,321.56	81	98,197	64,875.44
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	7,608	.00		38,040	.00		91,303	91,303.00
90 *	OTHER PHYSICAL ENVIRON	11,969	.00		59,845	13,084.00	22	143,639	130,555.00
343 **	PHYSICAL ENVIRONMENT	451,968	411,376.02	91	2,259,840	2,053,421.67	91	5,423,704	3,370,282.33
347	CULTURE/RECREATION								
20 10	DOWNTOWN GAZEBO RENTAL	0	.00		0	.00		0	.00
20 15	JUNNY RIOS PARK RENTAL	0	.00		0	.00		0	.00
20 *	PARKS & RECREATION	0	.00		0	.00		0	.00
39 00	OTHER CULTURAL SERVICES	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE - REVENUES	4,583	3,154.94	69	22,915	24,399.98	107	55,000	30,600.02
39 11	TENANT MAINTENANCE FEES	116	116.56	101	580	971.36	168	1,400	428.64
39 20	COCOA CIVIC CENTER	4,583	2,080.04	45	22,915	21,185.23	93	55,000	33,814.77
39 21	CC - BRIDAL SHOWS	0	.00		0	.00		0	.00
39 30	RIVERFRONT PARK	1,416	810.00	57	7,080	10,314.28	146	17,000	6,685.72
39 *	OTHER CULTURAL SERVICES	10,698	6,161.54	58	53,490	56,870.85	106	128,400	71,529.15
40 01	COCOA VILLAGE 10% GROSS	2,083	43.63	2	10,415	543.63	5	25,000	24,456.37
40 05	PERMIT FEES	208	50.00	24	1,040	975.00	94	2,500	1,525.00
40 10	MARDI GRAS	0	.00		0	.00		0	.00
40 *	SPECIAL EVENTS	2,291	93.63	4	11,455	1,518.63	13	27,500	25,981.37
50 10	EVENT FEES	500	.00		2,500	1,485.96	59	6,000	4,514.04
50 20	CONCESSION SALES	0	.00		0	.00		0	.00
50 30	ADVERTISING/SPONSORSHIPS	333	5,000.00-	1502	1,665	.00		4,000	4,000.00
50 40	SCHOOL BOARD	0	.00		0	.00		0	.00
50 *	SPECIAL REC FACILITIES	833	5,000.00-	600	4,165	1,485.96	36	10,000	8,514.04
347 **	CULTURE/RECREATION	13,822	1,255.17	9	69,110	59,875.44	87	165,900	106,024.56
349	OTHER CHARGES FOR SERVICE								
01 00	CREDIT CARD FEES	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %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	944,731	890,156.33	94	4,723,655	4,500,677.08	95	11,336,920	6,836,242.92
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	2,166	852.12	39	10,830	7,514.44	69	26,000	18,485.56
351	**	JUDGMENTS AND FINES	2,166	852.12	39	10,830	7,514.44	69	26,000	18,485.56
354		LOCAL ORDINANCE VIOLATION								
00	00	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
354	**	LOCAL ORDINANCE VIOLATION	0	.00		0	.00		0	.00
355		FEDERAL								
00	00	FEDERAL	0	.00		0	.00		0	.00
355	**	FEDERAL	0	.00		0	.00		0	.00
356		STATE								
00	00	STATE	0	.00		0	.00		0	.00
356	**	STATE	0	.00		0	.00		0	.00
350	***	FINES AND FORFEITURES	2,166	852.12	39	10,830	7,514.44	69	26,000	18,485.56
360		MISCELLANEOUS REVENUES								
361		INTEREST AND OTHR EARNING								
10	00	INTEREST	1,250	.00		6,250	20,775.50	332	15,000	5,775.50-
20	00	DIVIDENDS	0	.00		0	2,362.07		0	2,362.07-
38	00	NET INC/DEC-FMV INVESTMNT	0	.00		0	71,243.98-		0	71,243.98
40	00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361	**	INTEREST AND OTHR EARNING	1,250	.00		6,250	48,106.41-	770	15,000	63,106.41
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	10,165	1,250.00	12	50,825	56,181.46	111	121,990	65,808.54
362	**	RENT AND ROYALTIES	10,165	1,250.00	12	50,825	56,181.46	111	121,990	65,808.54
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	7,134.50		0	7,134.50-
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	7,134.50		0	7,134.50-
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	11,666	11,250.00	96	58,330	99,050.00	170	140,000	40,950.00
10 09	POLICE/FIRE DEPTS	108	.00		540	.00		1,299	1,299.00
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	108	.00		540	.00		1,299	1,299.00
366 **	CONTRIBUTIONS & DONATIONS	11,774	11,250.00	96	58,870	99,050.00	168	141,299	42,249.00
367	LICENSES								
00 00	LICENSES	0	.00		0	.00		0	.00
367 **	LICENSES	0	.00		0	.00		0	.00
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	12,210	.00		61,050	.00		146,530	146,530.00
22 00	FIRE STATE CONTRIBUTION	9,602	.00		48,010	.00		115,233	115,233.00
368 **	PENSION CONTRIBUTIONS	21,812	.00		109,060	.00		261,763	261,763.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	6,666	5,308.17	80	33,330	69,136.14	207	80,000	10,863.86
90 01	COKE MACHINE	0	.00		0	.00		0	.00
90 02	POLICE SECURITY SERVICES	2,500	.00		12,500	16,330.00	131	30,000	13,670.00
90 03	CODE ENF ABATE/DEMO REV	4,166	705.00	17	20,830	5,400.00	26	50,000	44,600.00
90 04	MISC. POLICE REVENUES	0	378.10		0	1,852.27		0	1,852.27-
90 05	INVESTIGATIVE COSTS REIM	5,000	2,302.21	46	25,000	14,485.35	58	60,000	45,514.65
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 07	FLORIDA HARDEST HIT	1,250	700.00	56	6,250	3,300.00	53	15,000	11,700.00
90 08	ATF TASK FORCE	0	.00		0	.00		0	.00
90 09	PROPERTY REGISTRATION	2,500	1,200.00	48	12,500	4,000.00	32	30,000	26,000.00
90 10	POLICE STRIKEFORCE	0	.00		0	.00		0	.00
90 11	EXCESS INSURANCE PREMIUM	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
369	OTHER MISC REVENUES								
90 99	COCOA PLAYHOUSE	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	22,082	10,593.48	48	110,410	114,503.76	104	265,000	150,496.24
96 00	INSURANCE REFUND/PROCEEDS	0	10,807.33		0	57,318.64		0	57,318.64-
369 **	OTHER MISC REVENUES	22,082	21,400.81	97	110,410	171,822.40	156	265,000	93,177.60
360 ***	MISCELLANEOUS REVENUES	67,083	33,900.81	51	335,415	286,081.95	85	805,052	518,970.05
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	4,567	.00		22,835	27,646.62	121	54,807	27,160.38
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 12	US1 CORRIDOR (112)	0	.00		0	.00		0	.00
91 21	WATER SEWER FUND (421)	1,156	.00		4,624	.00		12,721	12,721.00
91 23	STORMWATER (423)	806	.00		3,947	.00		9,595	9,595.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISCATED(141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	6,529	.00		31,406	27,646.62	88	77,123	49,476.38
381 **	INTERFUND TRANSFER	6,529	.00		31,406	27,646.62	88	77,123	49,476.38
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS WATER REV.	513,151	513,152.00	100	2,565,755	2,565,760.00	100	6,157,822	3,592,062.00
40 01	6% CONTRIBUTION	91,694	91,694.00	100	458,470	458,470.00	100	1,100,328	641,858.00
40 *	CONTRIBUTIONS WATER REV.	604,845	604,846.00	100	3,024,225	3,024,230.00	100	7,258,150	4,233,920.00
382 **	CONTRIBUTIONS ENTERPRISE	604,845	604,846.00	100	3,024,225	3,024,230.00	100	7,258,150	4,233,920.00
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	0	.00		0	.00		0	.00

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
385		PROCEEDS REFUNDING BONDS								
385	**	PROCEEDS REFUNDING BONDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
	85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	.00		0	.00
	90 00	NON OPERATING SOURCES	14,871	.00		74,355	.00		178,453	178,453.00
	90 20	PREMIUM ON DEBT ISSUE	0	.00		0	.00		0	.00
	90 *	NON OPERATING SOURCES	14,871	.00		74,355	.00		178,453	178,453.00
	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	388,430	.00		1,926,250	.00		4,645,267	4,645,267.00
	99 *	BALANCE FORWARD	388,430	.00		1,926,250	.00		4,645,267	4,645,267.00
389	**	NON OPERATING SOURCES	403,301	.00		2,000,605	.00		4,823,720	4,823,720.00
380	***	OTHER SOURCES(NON-REV)	1,014,675	604,846.00	60	5,056,236	3,051,876.62	60	12,158,993	9,107,116.38
FUND TOTAL GENERAL FUND			3,095,424	2,212,159.02	72	15,459,981	15,624,794.23	101	37,128,366	21,503,571.77

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2618	2550.00	97	13090	12750.00	97	.00	31424	18674.00	41
11 **	EXECUTIVE SALARIES	2618	2550.00	97	13090	12750.00	97	.00	31424	18674.00	41
12-00	REGULAR SALARIES & WAGES	961584	807207.75	84	4860773	4031894.56	83	.00	11591995	7560100.44	35
12-06	SALARIES/CONTRACTUAL	1713	.00	0	8565	4395.00	51	.00	20559	16164.00	21
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	4557	2541.90	56	19501	15210.86	78	.00	51407	36196.14	30
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	967854	809749.65	84	4888839	4051500.42	83	.00	11663961	7612460.58	35
13-00	OTHER SALARIES & WAGES	94754	72878.61	77	424257	358396.08	85	.00	1087580	729183.92	33
13 **	OTHER SALARIES & WAGES	94754	72878.61	77	424257	358396.08	85	.00	1087580	729183.92	33
14-00	OVERTIME	27894	23398.07	84	139015	177142.17	127	.00	334362	157219.83	53
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	27894	23398.07	84	139015	177142.17	127	.00	334362	157219.83	53
15-00	SPECIAL PAY	33566	24504.91	73	167830	132974.22	79	.00	402809	269834.78	33
15 **	SPECIAL PAY	33566	24504.91	73	167830	132974.22	79	.00	402809	269834.78	33
20-00	CLOTHING/SHOE ALLOWANCE	1690	.00	0	8394	6895.00	82	.00	20245	13350.00	34
20 **	CLOTHING/SHOE ALLOWANCE	1690	.00	0	8394	6895.00	82	.00	20245	13350.00	34
21-00	FICA TAXES	83608	69076.01	83	418040	348599.98	83	.00	1003402	654802.02	35
21 **	FICA TAXES	83608	69076.01	83	418040	348599.98	83	.00	1003402	654802.02	35
22-00	RETIREMENT CONTRIBUTIONS	78727	46593.68	59	393635	313259.72	80	.00	944847	631587.28	33
22-01	LICENSED POLICE/FIRE	187924	153513.27	82	939620	796225.77	85	.00	2255112	1458886.23	35
22-02	STATE CONTRIBUTIONS	19673	.00	0	124025	.00	0	.00	261763	261763.00	0
22-03	ICMA - CITY MANAGER	1080	971.60	90	5400	4852.37	90	.00	12960	8107.63	37

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	287404	201078.55	70	1462680	1114337.86	76	.00	3474682	2360344.14	32
23-00	LIFE/HEALTH INSURANCE	277607	218704.12	79	1388035	1135445.89	82	3618.00	3331413	2192349.11	34
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	277607	218704.12	79	1388035	1135445.89	82	3618.00	3331413	2192349.11	34
24-00	WORKER'S COMPENSATION	55458	44006.79	79	277290	238932.49	86	.00	665647	426714.51	36
24 **	WORKER'S COMPENSATION	55458	44006.79	79	277290	238932.49	86	.00	665647	426714.51	36
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
27-00	CAFETERIA PLAN	21240	17910.00	84	106200	92410.00	87	.00	254880	162470.00	36
27 **	CAFETERIA PLAN	21240	17910.00	84	106200	92410.00	87	.00	254880	162470.00	36
31-00	PROFESSIONAL SERVICES	26097	30438.55	117	106191	78383.01	74	64446.10	288890	146060.89	49
31-01	LEGAL FEES	33813	34577.28	102	169065	146512.11	87	252216.49	405767	7038.40	98
31-02	MEDICAL SERVICES	3490	557.15	16	17450	4237.13	24	32927.87	41890	4725.00	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	15433	6193.32	40	77165	56782.32	74	128424.68	185207	.00	100
31 **	PROFESSIONAL SERVICES	79926	71766.30	90	375336	299039.57	80	478015.14	934879	157824.29	83
32-00	ACCOUNTING & AUDITING	3625	26250.00	724	18125	41000.00	226	2500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	26250.00	724	18125	41000.00	226	2500.00	43500	.00	100
34-00	CONTRACT SERVICES	108728	42708.96	39	510516	462167.49	91	429987.70	1271688	379532.81	70
34-03	CUSTOMER SERVICE CONTRACT	154431	153133.03	99	772155	610052.68	79	.00	1853174	1243121.32	33
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	622-	.00	0	4345	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	262537	195841.99	75	1287016	1072220.17	83	429987.70	3124862	1622654.13	48

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
39-00	CONTINGENCY	3752-	.00	0	53419	.00	0	.00	27171	27171.00	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	695	.00	0	66760	.00	0	.00	27171	27171.00	0
40-00	TRAVEL & PER DIEM	4803	1513.65	32	23349	7767.82	33	35.00	57090	49287.18	14
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	4803	1513.65	32	23349	7767.82	33	35.00	57090	49287.18	14
41-00	COMMUNICATION	11274	11961.46	106	53831	50789.59	94	64634.29	132784	17360.12	87
41 **	COMMUNICATION	11274	11961.46	106	53831	50789.59	94	64634.29	132784	17360.12	87
42-00	POSTAGE & FREIGHT	36009	31839.43	88	180051	179498.29	100	221803.25	432214	30912.46	93
42 **	POSTAGE & FREIGHT	36009	31839.43	88	180051	179498.29	100	221803.25	432214	30912.46	93
43-00	ELECTRIC/WATER/SEWER	57976	52333.58	90	289880	226271.96	78	419517.98	695740	49950.06	93
43 **	ELECTRIC/WATER/SEWER	57976	52333.58	90	289880	226271.96	78	419517.98	695740	49950.06	93
44-00	RENTALS AND LEASES	16512	9845.40	60	97004	99295.14	102	55297.71	212646	58053.15	73
44 **	RENTALS AND LEASES	16512	9845.40	60	97004	99295.14	102	55297.71	212646	58053.15	73
45-00	INSURANCE	32741	125.28	0	163705	193904.08	118	.00	392946	199041.92	49
45 **	INSURANCE	32741	125.28	0	163705	193904.08	118	.00	392946	199041.92	49
46-00	REPAIRS & MAINTENANCE	56099	28008.07	50	268154	352226.20	131	168375.22	660906	140304.58	79
46-02	REPAIR/MAINT BUILDING	23959	28923.30	121	119795	107693.45	90	34398.77	287521	145428.78	49
46-03	REPAIR/MAINT-VEHICLES	19746	4048.64	21	98730	47972.32	49	775.00	236993	188245.68	21
46-05	HYDRANT FEES	16090	16114.14	100	80450	80570.70	100	.00	193080	112509.30	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	115894	77094.15	67	567129	588462.67	104	203548.99	1378500	586488.34	58
47-00	PRINTING & BINDING	1788	2988.20	167	9009	9132.21	101	1955.70	21611	10523.09	51
47 **	PRINTING & BINDING	1788	2988.20	167	9009	9132.21	101	1955.70	21611	10523.09	51
48-00	PROMOTIONAL ACTIVITIES	3784	102.24	3	18920	16667.33	88	607.50	45445	28170.17	38
48-11	BUSINESS ASSIST. PROGRAM	2083	.00	0	10415	.00	0	.00	25000	25000.00	0
48-12	CHRISTMAS TREE EVENT 2009	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5867	102.24	2	29335	16667.33	57	607.50	70445	53170.17	25
49-00	OTHER CHARGES & OBLIG.	17482	20742.63	119	87696	54233.46	62	13386.77-	210129	169282.31	19
49-02	ADVERTISING	48	167.61	349	217	167.61	77	.00	550	382.39	31
49-05	BROWNFIELDS REDEV PROG	9467	10950.00	116	54383	34618.73	64	14770.00	120651	71262.27	41
49-06	BROWNFIELD PROG CITY COST	5190	1767.00	34	18902	15737.72	83	19625.00	55243	19880.28	64
49-07	BAD DEBT EXPENSE	12499	2255.52-	18-	62495	27026.40-	43-	.00	150000	177026.40	18-
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1875	5000.00	267	9375	5000.00	53	.00	22500	17500.00	22
49 **	OTHER CHARGES & OBLIG.	46561	36371.72	78	233068	82731.12	36	21008.23	559073	455333.65	19
52-00	OPERATING SUPPLIES	81517	150506.47	185	369107	476247.10	129	66928.89	939845	396669.01	58
52-02	UNIFORMS	1685	5237.91	311	8425	7082.48	84	8378.12	20230	4769.40	76
52-05	EMS 1st RESP-CONSUM SUPP	3373	746.08	22	16865	6980.97	41	25449.03	40480	8050.00	80
52-07	JANITORIAL SUPPLIES	2221	1277.75	58	11105	8249.66	74	.00	26676	18426.34	31
52-10	HEATING FUEL	128	.00	0	640	548.84	86	987.16	1536	.00	100
52-30	FUEL, OIL, & LUBRICANTS	18495	14986.24	81	92475	65359.25	71	.00	221982	156622.75	29
52-33	EMPLOYEE HEALTH CENTER	4889	.00	0	24445	21812.62	89	36865.38	58678	.00	100
52 **	OPERATING SUPPLIES	112308	172754.45	154	523062	586280.92	112	138608.58	1309427	584537.50	55

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	1250	.00	0	6250	1019.50	16	3980.50	15000	10000.00	33
53 **	ROAD MATERIALS/SUPPLIES	1250	.00	0	6250	1019.50	16	3980.50	15000	10000.00	33
54-00	MEMBERSHIP/PUBLICATIONS	3067	211.00	7	15302	18597.29	122	.50	36867	18269.21	50
54 **	MEMBERSHIP/PUBLICATIONS	3067	211.00	7	15302	18597.29	122	.50	36867	18269.21	50
55-00	TRAINING	6991	.00	0	35621	27416.63	77	.00	84658	57241.37	32
55-01	EDA PROGRAM	833	.00	0	4165	1686.18	41	.00	10000	8313.82	17
55 **	TRAINING	7824	.00	0	39786	29102.81	73	.00	94658	65555.19	31
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	411	.00	0	1233	361.45	29	.00	4114	3752.55	9
61 **	LAND	411	.00	0	1233	361.45	29	.00	4114	3752.55	9
62-00	BUILDINGS	14583	.00	0	72915	.00	0	8259.15	175000	166740.85	5
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	14583	.00	0	72915	.00	0	8259.15	175000	166740.85	5
63-00	INFRASTRUCTURE	233883	35533.00	15	1169415	58700.00	5	38030.10	2806607	2709876.90	3
63 **	INFRASTRUCTURE	233883	35533.00	15	1169415	58700.00	5	38030.10	2806607	2709876.90	3
64-00	MACHINERY AND EQUIPMENT	26217	4421.25	17	130278	133760.43	103	49940.01	313824	130123.56	59
64-01	JAG GRANT	1955	.00	0	9775	.00	0	.00	23464	23464.00	0
64-15	IT HARDWARE	11449	35700.00	312	58581	35700.00	61	17942.31	138747	85104.69	39
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	39621	40121.25	101	198634	169460.43	85	67882.32	476035	238692.25	50

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	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	69716	.00	0	348580	836593.00	240	.00	836592	1.00-	100
81 **	AIDS TO GOVT AGENCY	69716	.00	0	348580	836593.00	240	.00	836592	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	83333	.00	0	416665	.00	0	.00	1000000	1000000.00	0
82 **	AID PRIVATE ORGANIZATION	83333	.00	0	416665	.00	0	.00	1000000	1000000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	6330	.00	0	.00	15200	15200.00	0
83 **	OTHER GRANTS AND AIDS	1266	.00	0	6330	.00	0	.00	15200	15200.00	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	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-52	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	0	.00	0	0	.00	0	.00	0	.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3097579	2250509.81	73	15487520	12236279.46	79	2159290.64	37128366	22732795.90	39
GRAND	TOTAL *********										
		3097579	2250509.81	73	15487520	12236279.46	79	2159290.64	37128366	22732795.90	39



FY 2018 Budget by Classification Report - Summary Listing

Through 2/28/18

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	$ 1,863,827		$ 2,000,080.00	$ (136,253.00)	107%
CHARGES FOR SERVICES	$ 54,576,227		$ 23,865,790.24	$ 30,710,436.76	44%
MISCELLANEOUS	$ 307,595		$ (61,770.61)	$ 369,365.61	-20%
OTHER SOURCES (NON-REVENUE)	$ 31,113,711		$ 806,110.48	$ 30,307,600.52	3%
REVENUE TOTALS	**$ 87,861,360**	**-**	**$ 26,610,210.11**	**$ 61,251,149.89**	**30%**
				$ 7,716,086.78	
EXPENSE					
SALARIES AND BENEFITS	$ 14,354,923	$ 2,412.00	$ 4,816,985.54	$ 9,535,525.46	34%
OPERATING EXPENDITURES	$ 24,608,403	$ 6,367,653.36	$ 7,015,006.42	$ 11,225,743.22	54%
CAPITAL OUTLAY	$ 32,961,477	$ 5,519,172.60	$ 2,559,582.88	$ 24,882,721.52	25%
GRANTS, AIDS AND OTHER	$ 15,936,557	$ -	$ 4,279,330.00	$ 11,657,227.00	27%
EXPENSE TOTALS	**$ 87,861,360**	**$ 11,889,237.96**	**$ 18,670,904.84**	**$ 57,301,217.20**	35%
REVENUE TOTALS	**$ 87,861,360**	**$ -**	**$ 26,610,210.11**	**$ 61,251,149.89**	**30%**
EXPENSE TOTALS	**$ 87,861,360**	**$ 11,889,237.96**	**$ 18,670,904.84**	**$ 57,301,217.20**	**35%**
	$ -	**$ (11,889,237.96)**	**$ 7,939,305.27**		

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
324	IMPACT FEES								
03 10	WATER - RESIDENTIAL	71,887	262,450.00	365	359,435	738,455.00	205	862,654	124,199.00
03 11	WATER - COMMERCIAL	73,954	4,375.00	6	369,770	1,176,875.00	318	887,457	289,418.00-
03 20	SEWER - RESIDENTIAL	852	7,500.00	880	4,260	8,750.00	205	10,235	1,485.00
03 21	SEWER - COMMERCIAL	8,623	.00		43,115	76,000.00	176	103,481	27,481.00
03 *	IMPACT FEES	155,316	274,325.00	177	776,580	2,000,080.00	258	1,863,827	136,253.00-
324 **	IMPACT FEES	155,316	274,325.00	177	776,580	2,000,080.00	258	1,863,827	136,253.00-
320 ***	OTHER PERMITS & FEES	155,316	274,325.00	177	776,580	2,000,080.00	258	1,863,827	136,253.00-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
90 00	OTHER FEDERAL GRANT-BABS	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMBURSE	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
30 02	SJRWMD - BRACCO RESERVOIR	0	.00		0	.00		0	.00
30 08	SJRWMD - SUPP SUPPLY WELL	0	.00		0	.00		0	.00
30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	3,842,814	3,858,891.24	100	19,214,070	19,775,749.79	103	46,113,775	26,338,025.21
33 00	WATER CONNECTION FEE	20,000	71,160.00	356	100,000	255,540.39	256	240,000	15,540.39-
33 02	WATER CONNECT - GRISSOM	0	.00		0	.00		0	.00
33 *	WATER CONNECTION FEE	20,000	71,160.00	356	100,000	255,540.39	256	240,000	15,540.39-
36 00	WATER HYDRANT FEES	217,357	259,826.35	120	1,086,785	1,279,727.14	118	2,608,291	1,328,563.86
39 00	WATER OTHER INCOME	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
39 02	FDOT EASEMENT PAYMENT	0	.00		0	.00		0	.00
39 06	HYDRANT RESID FLOW TEST	133	700.00	526	665	3,000.00	451	1,600	1,400.00-
39 07	BACKFLOW DEVICE TEST	12,083	13,944.02	115	60,415	69,306.61	115	145,000	75,693.39
39 08	JUMPER METERS	58	100.00	172	290	750.00	259	700	50.00-
39 09	PLAN REVIEW/CONST INSPECT	1,000	3,000.00	300	5,000	10,000.00	200	12,000	2,000.00
39 10	BACKFLOW PRV/RLCT TEMP	41	155.42	379	205	327.10	160	500	172.90
39 11	PORT ACCESS CHARGE	0	.00		0	.00		0	.00
39 12	CROSS CONNECTION CONTROL	0	.00		0	.00		0	.00
39 *	WATER OTHER INCOME	13,315	17,899.44	134	66,575	83,383.71	125	159,800	76,416.29
51 00	SEWER SALES	425,692	455,975.11	107	2,128,460	2,331,187.53	110	5,108,310	2,777,122.47
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	425,692	455,975.11	107	2,128,460	2,331,187.53	110	5,108,310	2,777,122.47
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	612.72	119	2,580	2,966.51	115	6,200	3,233.49
60 00	REUSE WATER	27,737	28,078.19	101	138,685	134,335.20	97	332,851	198,515.80
60 01	REUSE WATER INSTALLATION	583	629.46	108	2,915	2,899.97	100	7,000	4,100.03
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER	28,320	28,707.65	101	141,600	137,235.17	97	339,851	202,615.83
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	4,548,014	4,693,072.51	103	22,740,070	23,865,790.24	105	54,576,227	30,710,436.76
340 ***	CHARGES FOR SERVICES	4,548,014	4,693,072.51	103	22,740,070	23,865,790.24	105	54,576,227	30,710,436.76
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	20,107	.00		100,535	28,501.65	28	241,295	212,793.35
10 10	SBA	0	.00		0	.54		0	.54-
10 *	INTEREST	20,107	.00		100,535	28,502.19	28	241,295	212,792.81
20 00	DIVIDENDS	0	.00		0	.00		0	.00
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	128,264.91-		0	128,264.91
40 00	GAIN/LOSS SALE OF INVEST	0	.00		0	.00		0	.00
361 **	INTEREST AND OTHR EARNING	20,107	.00		100,535	99,762.72-	99	241,295	341,057.72

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								
361	INTEREST AND OTHR EARNING								
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	1,250	.00		6,250	19,332.50	309	15,000	4,332.50-
10 00	GAIN/LOSS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	1,250	.00		6,250	19,332.50	309	15,000	4,332.50-
365	SALES OF SURPLUS SCRAP								
00 00	SALES OF SURPLUS SCRAP	833	2,780.00	334	4,165	2,780.00	67	10,000	7,220.00
365 **	SALES OF SURPLUS SCRAP	833	2,780.00	334	4,165	2,780.00	67	10,000	7,220.00
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	3,167.04	95	16,665	14,579.61	88	40,000	25,420.39
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	3,333	3,167.04	95	16,665	14,579.61	88	40,000	25,420.39
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	3,333	3,167.04	95	16,665	14,579.61	88	40,000	25,420.39
360 ***	MISCELLANEOUS REVENUES	25,631	5,947.04	23	128,155	61,770.61-	48	307,595	369,365.61
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
45 03	OFFSITE IMPROVEMENT TFER	0	.00		0	.00		0	.00
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 10	TRF FROM REDEVELOP (110)	0	.00		0	.00		0	.00
91 23	STORMWATER (423)	0	.00		0	.00		0	.00
91 25	RESTRICTED ASSETS (425)	0	.00		0	.00		0	.00
91 30	CAP PROJECT FUND (301)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00

FUND 421 WATER/SEWER ENTERPRISE

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
383	INSTLMT PURCH/CAP LEASE								
10 00	INSTALMNT PURC/CAP LEASE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 00	LOAN PROCEEDS	0	.00		0	.00		0	.00
41 00	S MAINLAND CONTRIBUTIONS	0	.00		0	.00		0	.00
42 00	DER CIA GRANT MONEY	0	.00		0	.00		0	.00
81 00	CONTRIBUTION LIFT STATION	0	8,726.70		0	98,336.70		0	98,336.70-
82 00	CONTRIBUTION S MAINLAND	0	6,711.00		0	257,051.54		0	257,051.54-
83 00	CONTRIBUTION VIERA	0	106,618.95		0	450,722.24		0	450,722.24-
83 01	THE VIERA COMPANY	0	.00		0	.00		0	.00
83 *	CONTRIBUTION VIERA	0	106,618.95		0	450,722.24		0	450,722.24-
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	12,579	.00		25,158	.00		113,212	113,212.00
99 50	FUND BAL-APPROP. RESERVES	2,602,099	.00		12,785,801	.00		31,000,499	31,000,499.00
99 51	SERIES 2010 PROCEEDS	0	.00		0	.00		0	.00
99 *	BALANCE FORWARD	2,614,678	.00		12,810,959	.00		31,113,711	31,113,711.00
389 **	NON OPERATING SOURCES	2,614,678	122,056.65	5	12,810,959	806,110.48	6	31,113,711	30,307,600.52
380 ***	OTHER SOURCES(NON-REV)	2,614,678	122,056.65	5	12,810,959	806,110.48	6	31,113,711	30,307,600.52
FUND TOTAL	WATER/SEWER ENTERPRISE	7,343,639	5,095,401.20	69	36,455,764	26,610,210.11	73	87,861,360	61,251,149.89

REPORT SELECTIONS

Fiscal year . . . . . : 2018
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	700906	550916.37	79	3508930	2800292.86	80	.00	8415314	5615021.14	33
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	2547	.00	0	8335	10852.18	130	.00	26175	15322.82	42
12 **	REGULAR SALARIES & WAGES	703453	550916.37	78	3517265	2811145.04	80	.00	8441489	5630343.96	33
13-00	OTHER SALARIES & WAGES	44562	32846.61	74	222810	170889.44	77	.00	534767	363877.56	32
13 **	OTHER SALARIES & WAGES	44562	32846.61	74	222810	170889.44	77	.00	534767	363877.56	32
14-00	OVERTIME	36516	28903.96	79	182580	194649.55	107	.00	438244	243594.45	44
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	36516	28903.96	79	182580	194649.55	107	.00	438244	243594.45	44
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	1409	.00	0	7045	15900.00	226	.00	16925	1025.00	94
20 **	CLOTHING/SHOE ALLOWANCE	1409	.00	0	7045	15900.00	226	.00	16925	1025.00	94
21-00	FICA TAXES	58143	44799.92	77	290715	233420.76	80	.00	697754	464333.24	34
21 **	FICA TAXES	58143	44799.92	77	290715	233420.76	80	.00	697754	464333.24	34
22-00	RETIREMENT CONTRIBUTIONS	90226	51810.71	57	451130	345806.12	77	.00	1082743	736936.88	32
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	90226	51810.71	57	451130	345806.12	77	.00	1082743	736936.88	32
23-00	LIFE/HEALTH INSURANCE	190457	149680.84	79	952285	756559.09	79	.00	2285528	1528968.91	33
23-02	LIFE/HEALTH RETIREES	16545	8305.22	50	82725	53659.14	65	2412.00	198547	142475.86	28
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	207002	157986.06	76	1035010	810218.23	78	2412.00	2484075	1671444.77	33
24-00	WORKER'S COMPENSATION	41291	33441.88	81	206455	183856.40	89	.00	495526	311669.60	37

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	41291	33441.88	81	206455	183856.40	89	.00	495526	311669.60	37
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	.00	0	.00	5000	5000.00	0
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	13200	10200.00	77	66000	51100.00	77	.00	158400	107300.00	32
27 **	CAFETERIA PLAN	13200	10200.00	77	66000	51100.00	77	.00	158400	107300.00	32
31-00	PROFESSIONAL SERVICES	146519	3634.00	3	757001	23387.31	3	136942.00	1782659	1622329.69	9
31-01	LEGAL EXPENSES	6208	4167.80	67	31040	11264.00	36	40774.40	74503	22464.60	70
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	10723	4252.61	40	53615	38989.26	73	89695.74	128685	.00	100
31 **	PROFESSIONAL SERVICES	163950	12054.41	7	844156	73640.57	9	267412.14	1991847	1650794.29	17
32-00	ACCOUNTING & AUDITING	3625	26250.00	724	18125	41000.00	226	2500.00	43500	.00	100
32 **	ACCOUNTING & AUDITING	3625	26250.00	724	18125	41000.00	226	2500.00	43500	.00	100
34-00	CONTRACT SERVICES	112311	3273.50	3	565605	85808.65	15	133156.75	1351801	1132835.60	16
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	461301	461302.00	100	2306505	2306510.00	100	.00	5535621	3229111.00	42
34 **	CONTRACT SERVICES	573612	464575.50	81	2872110	2392318.65	83	133156.75	6887422	4361946.60	37
39-00	CONTINGENCY	4882	.00	0	115966	.00	0	.00	150149	150149.00	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	4882	.00	0	115966	.00	0	.00	150149	150149.00	0
40-00	TRAVEL AND PER DIEM	2316	153.00	7	11580	835.10	7	.00	27815	26979.90	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER ENTERPRISE

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL AND PER DIEM	2316	153.00	7	11580	835.10	7	.00	27815	26979.90	3
41-00	COMMUNICATION	10645	11889.27	112	53225	44261.82	83	64549.32	127755	18943.86	85
41 **	COMMUNICATION	10645	11889.27	112	53225	44261.82	83	64549.32	127755	18943.86	85
42-00	FREIGHT & POSTAGE SERVICE	3063	735.79	24	15043	8193.91	55	10411.01	36510	17905.08	51
42 **	FREIGHT & POSTAGE SERVICE	3063	735.79	24	15043	8193.91	55	10411.01	36510	17905.08	51
43-00	ELECTRIC/WATER/SEWER	202161	143293.33	71	1010805	620470.90	61	1788700.37	2425955	16783.73	99
43 **	ELECTRIC/WATER/SEWER	202161	143293.33	71	1010805	620470.90	61	1788700.37	2425955	16783.73	99
44-00	RENTAL AND LEASES	2451	400.00	16	13064	5465.51	42	3550.54	30250	21233.95	30
44 **	RENTAL AND LEASES	2451	400.00	16	13064	5465.51	42	3550.54	30250	21233.95	30
45-00	INSURANCE	31417	306.72	1	157085	192128.25	122	.00	377049	184920.75	51
45 **	INSURANCE	31417	306.72	1	157085	192128.25	122	.00	377049	184920.75	51
46-00	REPAIRS & MAINTENANCE	614318	323410.07	53	3083369	2020266.23	66	1886337.57	7383620	3477016.20	53
46-02	REPAIR/MAINT BUILDING	18989	2543.28	13	99497	14543.39	15	3122.21	232429	214763.40	8
46-03	REPAIR/MAINT-VEHICLES	16913	2039.95	12	84565	28255.32	33	1688.47	202998	173054.21	15
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	650220	327993.30	50	3267431	2063064.94	63	1891148.25	7819047	3864833.81	51
47-00	PRINTING & BINDING	585	47.00	8	2925	47.00	2	46.00	7050	6957.00	1
47 **	PRINTING & BINDING	585	47.00	8	2925	47.00	2	46.00	7050	6957.00	1
48-00	PROMOTIONAL ACTIVITIES	1946	1400.00	72	9170	3733.26	41	2387.60	22802	16681.14	27
48 **	PROMOTIONAL ACTIVITIES	1946	1400.00	72	9170	3733.26	41	2387.60	22802	16681.14	27
49-00	OTHER CHARGES & OBLIG.	2950	323.58	11	14750	11556.73	78	3096.25	35440	20787.02	41
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	14583	5761.20-	40-	72915	28262.48-	39-	.00	175000	203262.48	16-
49-08	CASH OVER & UNDER	25	10.00	40	125	99.01	79	.00	300	200.99	33
49-09	DOCUMENT RECORDING CHGS	250	134.00-	54-	1250	956.60-	77-	.00	3000	3956.60	32-

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.	17808	5561.62-	31-	89040	17563.34-	20-	3096.25	213740	228207.09	7-
52-00	OPERATING SUPPLIES	53980	36126.38	67	264968	341964.81	129	110050.27	642856	190840.92	70
52-07	JANITORIAL SUPPLIES	852	502.98	59	4260	3170.16	74	.00	10240	7069.84	31
52-09	CHEMICALS	270406	297301.10	110	1352030	1073310.62	79	1977360.02	3244883	194212.36	94
52-30	FUEL OIL & LUBRICANTS	24309	20547.32	85	121545	96304.77	79	52706.33	291755	142743.90	51
52-33	EMPLOYEE HEALTH CENTER	3357	.00	0	16785	14977.49	89	25313.51	40291	.00	100
52 **	OPERATING SUPPLIES	352904	354477.78	100	1759588	1529727.85	87	2165430.13	4230025	534867.02	87
53-00	ROAD MATERIALS/SUPPLIES	3748	.00	0	18740	.00	0	35000.00	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	.00	0	18740	.00	0	35000.00	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3156	750.00	24	15780	31701.00	201	.00	37905	6204.00	84
54 **	MEMBERSHIP/PUBLICATIONS	3156	750.00	24	15780	31701.00	201	.00	37905	6204.00	84
55-00	TRAINING	10588	7048.00	67	52940	25981.00	49	265.00	127082	100836.00	21
55-01	EDA PROGRAM	625	.00	0	3125	.00	0	.00	7500	7500.00	0
55 **	TRAINING	11213	7048.00	63	56065	25981.00	46	265.00	134582	108336.00	20
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	5416	.00	0	27080	.00	0	.00	65000	65000.00	0
62 **	BUILDINGS	5416	.00	0	27080	.00	0	.00	65000	65000.00	0
63-00	INFRASTRUCTURE	2614270	912900.86	35	12721490	1853346.71	15	4486545.99	31021380	24681487.30	20
63 **	INFRASTRUCTURE	2614270	912900.86	35	12721490	1853346.71	15	4486545.99	31021380	24681487.30	20
64-00	MACHINERY & EQUIPMENT	85272	.00	0	423080	412555.56	98	518572.66	1020013	88884.78	91

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
64-15	IT HARDWARE	11084	6973.87	63	54028	110110.87	204	.00	131636	21525.13	84
64 **	MACHINERY & EQUIPMENT	96356	6973.87	7	477108	522666.43	110	518572.66	1151649	110409.91	90
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	63464	64806.10	102	279188	183569.74	66	514053.95	723448	25824.31	96
68 **	INTANGIBLE ASSETS	63464	64806.10	102	279188	183569.74	66	514053.95	723448	25824.31	96
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	514307	513152.00	100	2570379	2565760.00	100	.00	6170543	3604783.00	42
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	722057	482200.00	67	3610285	1255100.00	35	.00	8664686	7409586.00	15
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	1236364	995352.00	81	6180664	3820860.00	62	.00	14835229	11014369.00	26
95-01	6% ILO FRANCHISE FEE	91694	91694.00	100	458470	458470.00	100	.00	1100328	641858.00	42
95 **	NONOPERATING	91694	91694.00	100	458470	458470.00	100	.00	1100328	641858.00	42
FUND 421	TOTAL ********* WATER/SEWER ENTERPRISE	7343567	4328444.82	59	36455403	18670904.84	51	11889237.96	87861360	57301217.20	35
GRAND	TOTAL *********	7343567	4328444.82	59	36455403	18670904.84	51	11889237.96	87861360	57301217.20	35

FY 2018 Budget by Classification Report - Summary Listing

Through 2/28/18

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	$ 1,426,915		$ 664,462.21	$ 762,452.79	47%
MISCELLANEOUS	$ 3,000		$ (1,342.46)	$ 4,342.46	-45%
OTHER SOURCES (NON-REVENUE)	$ 893,769		$ 76,782.25	$ 816,986.75	9%
REVENUE TOTALS	**$ 2,323,684**	**-**	**$ 739,902.00**	**$ 1,583,782.00**	**32%**
EXPENSE					
SALARIES AND BENEFITS	$ 654,985	$ -	$ 219,244.70	$ 435,740.30	33%
OPERATING EXPENDITURES	$ 420,219	$ 105,276.88	$ 100,012.67	$ 214,929.45	49%
CAPITAL OUTLAY	$ 1,238,885	$ 317,807.68	$ 117,650.10	$ 803,427.22	35%
OTHER SOURCES (NON-REVENUE)	$ 9,595	$ -	$ -	$ 9,595.00	0%
EXPENSE TOTALS	**$ 2,323,684**	**$ 423,084.56**	**$ 436,907.47**	**$ 1,463,691.97**	**37%**
REVENUE TOTALS	**$ 2,323,684**	**$ -**	**$ 739,902.00**	**$ 1,583,782.00**	**32%**
EXPENSE TOTALS	**$ 2,323,684**	**$ 423,084.56**	**$ 436,907.47**	**$ 1,463,691.97**	**37%**
	$ -	**$ (423,084.56)**	**$ 302,994.53**		

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
50 01	FEMA DISASTER RELIEF	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
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	118,909	126,954.40	107	594,545	664,462.21	112	1,426,915	762,452.79
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	118,909	126,954.40	107	594,545	664,462.21	112	1,426,915	762,452.79
343 **	PHYSICAL ENVIRONMENT	118,909	126,954.40	107	594,545	664,462.21	112	1,426,915	762,452.79
340 ***	CHARGES FOR SERVICES	118,909	126,954.40	107	594,545	664,462.21	112	1,426,915	762,452.79
360	MISCELLANEOUS REVENUES								
361	INTEREST AND OTHR EARNING								
10 00	INTEREST	250	.00		1,250	510.33	41	3,000	2,489.67
10 10	SBA	0	.00		0	.00		0	.00
10 *	INTEREST	250	.00		1,250	510.33	41	3,000	2,489.67
20 00	DIVIDENDS	0	.00		0	18.50		0	18.50-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0	1,871.29-		0	1,871.29
361 **	INTEREST AND OTHR EARNING	250	.00		1,250	1,342.46-	107	3,000	4,342.46
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

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALES OF SURPLUS SCRAP								
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360 ***	MISCELLANEOUS REVENUES	250	.00		1,250	1,342.46-	107	3,000	4,342.46
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								
85 00	CONTRIBUTIONS-SUBDIVIDERS	0	.00		0	76,782.25		0	76,782.25-
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	74,480	.00		372,400	.00		893,769	893,769.00
99 *	BALANCE FORWARD	74,480	.00		372,400	.00		893,769	893,769.00
389 **	NON OPERATING SOURCES	74,480	.00		372,400	76,782.25	21	893,769	816,986.75
380 ***	OTHER SOURCES(NON-REV)	74,480	.00		372,400	76,782.25	21	893,769	816,986.75
FUND TOTAL	STORMWATER UTILITY	193,639	126,954.40	66	968,195	739,902.00	76	2,323,684	1,583,782.00

REPORT SELECTIONS

Fiscal year . . . . . : 2018
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	30786	23671.27	77	153946	118505.18	77	.00	369458	250952.82	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	4	.00	0	4	31.63	791	.00	32	.37	99
12 **	REGULAR SALARIES & WAGES	30790	23671.27	77	153950	118536.81	77	.00	369490	250953.19	32
13-00	OTHER SALARIES & WAGES	3553	3194.22	90	17765	15811.32	89	.00	42643	26831.68	37
13 **	OTHER SALARIES & WAGES	3553	3194.22	90	17765	15811.32	89	.00	42643	26831.68	37
14-00	OVERTIME	302	132.92	44	1510	2074.25	137	.00	3631	1556.75	57
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	302	132.92	44	1510	2074.25	137	.00	3631	1556.75	57
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	550.00	244	.00	550	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	45	.00	0	225	550.00	244	.00	550	.00	100
21-00	FICA TAXES	2441	1839.53	75	12205	9350.04	77	.00	29297	19946.96	32
21 **	FICA TAXES	2441	1839.53	75	12205	9350.04	77	.00	29297	19946.96	32
22-00	RETIREMENT CONTRIBUTIONS	3108	2467.29	79	15540	12431.38	80	.00	37298	24866.62	33
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3108	2467.29	79	15540	12431.38	80	.00	37298	24866.62	33
23-00	LIFE/HEALTH INSURANCE	9271	7432.67	80	46355	37845.22	82	.00	111261	73415.78	34
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	9271	7432.67	80	46355	37845.22	82	.00	111261	73415.78	34
24-00	WORKER'S COMPENSATION	4387	4031.00	92	21935	20405.68	93	.00	52655	32249.32	39
24 **	WORKER'S COMPENSATION	4387	4031.00	92	21935	20405.68	93	.00	52655	32249.32	39

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	680	440.00	65	3400	2240.00	66	.00	8160	5920.00	28
27 **	CAFETERIA PLAN	680	440.00	65	3400	2240.00	66	.00	8160	5920.00	28
31-00	PROFESSIONAL SERVICES	9583	3500.00	37	47915	22722.30	47	85295.00	115000	6982.70	94
31-01	LEGAL EXPENSES	41	.00	0	205	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	400	159.07	40	2000	1458.51	73	3350.49	4809	.00	100
31 **	PROFESSIONAL SERVICES	10024	3659.07	37	50120	24180.81	48	88645.49	120309	7482.70	94
34-00	CONTRACT SERVICES	416	.00	0	2080	.00	0	.00	5000	5000.00	0
34-10	COST OF GENERAL FUND SVCS	7632	7633.00	100	38160	38165.00	100	.00	91595	53430.00	42
34 **	CONTRACT SERVICES	8048	7633.00	95	40240	38165.00	95	.00	96595	58430.00	40
39-00	CONTINGENCY	2501	.00	0	12505	.00	0	.00	30015	30015.00	0
39 **	CONTINGENCY	2501	.00	0	12505	.00	0	.00	30015	30015.00	0
40-00	TRAVEL & PER DIEM	400	.00	0	2000	.00	0	.00	4800	4800.00	0
40 **	TRAVEL & PER DIEM	400	.00	0	2000	.00	0	.00	4800	4800.00	0
41-00	COMMUNICATION	200	102.35	51	1000	309.86	31	1190.14	2403	903.00	62
41 **	COMMUNICATION	200	102.35	51	1000	309.86	31	1190.14	2403	903.00	62
42-00	POSTAGE & FREIGHT	83	.00	0	415	95.11	23	.00	1000	904.89	10
42 **	POSTAGE & FREIGHT	83	.00	0	415	95.11	23	.00	1000	904.89	10
43-00	ELECTRIC/WATER/SEWER	1625	987.75	61	8125	4621.32	57	13504.78	19500	1373.90	93
43 **	ELECTRIC/WATER/SEWER	1625	987.75	61	8125	4621.32	57	13504.78	19500	1373.90	93
44-00	RENTALS AND LEASES	876	.00	0	1711	.00	0	.00	7850	7850.00	0
44 **	RENTALS AND LEASES	876	.00	0	1711	.00	0	.00	7850	7850.00	0
45-00	INSURANCE	625	.00	0	3125	3754.50	120	.00	7510	3755.50	50
45 **	INSURANCE	625	.00	0	3125	3754.50	120	.00	7510	3755.50	50

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	3291	130.51	4	19207	6036.16	31	.00	42250	36213.84	14
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	2352	.00	0	11760	5193.62	44	.00	28235	23041.38	18
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	5643	130.51	2	30967	11229.78	36	.00	70485	59255.22	16
47-00	PRINTING & BINDING	83	.00	0	415	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	415	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	416	.00	0	2080	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	833	287.60-	35-	4165	973.11-	23-	.00	10000	10973.11	10-
49 **	OTHER CHARGES & OBLIG.	1249	287.60-	23-	6245	973.11-	16-	.00	15000	15973.11	7-
52-00	OPERATING SUPPLIES	1148	87.45	8	5740	7009.55	122	988.70	13780	5781.75	58
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	1913	2003.85	105	9565	10059.62	105	.00	22964	12904.38	44
52-33	EMPLOYEE HEALTH CENTER	125	.00	0	625	560.23	90	947.77	1508	.00	100
52 **	OPERATING SUPPLIES	3186	2091.30	66	15930	17629.40	111	1936.47	38252	18686.13	51
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	83	.00	0	415	650.00	157	.00	1000	350.00	65
54 **	MEMBERSHIP/PUBLICATIONS	83	.00	0	415	650.00	157	.00	1000	350.00	65
55-00	TRAINING	375	.00	0	1875	350.00	19	.00	4500	4150.00	8
55 **	TRAINING	375	.00	0	1875	350.00	19	.00	4500	4150.00	8
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0

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	90651	6456.00	7	453255	4086.94	1	317807.68	1087821	765926.38	30
63 **	INFRASTRUCTURE	90651	6456.00	7	453255	4086.94	1	317807.68	1087821	765926.38	30
64-00	MACHINERY & EQUIPMENT	12588	.00	0	62940	113563.16	180	.00	151064	37500.84	75
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	12588	.00	0	62940	113563.16	180	.00	151064	37500.84	75
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	806	.00	0	3947	.00	0	.00	9595	9595.00	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	806	.00	0	3947	.00	0	.00	9595	9595.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	193623	63981.28	33	968115	436907.47	45	423084.56	2323684	1463691.97	37
GRAND	TOTAL *********										
		193623	63981.28	33	968115	436907.47	45	423084.56	2323684	1463691.97	37

Legislation Details (With Text)

File #:	18-113	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/22/2018			**In control:**	City Council
On agenda:	3/27/2018			**Final action:**	
Title:	Strategic Plan Implementation Matrix Update. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Strategic Plan Implementation Matrix Update.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2018
Agenda Date: March 27, 2018
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: John Titkanich, Jr., City Manager ICMA-CM, AICP
Requested Action:
Strategic Plan Implementation Matrix Update

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

No requested action necessary

IMPLEMENTATION MATRIX





CRIME AWARENESS AND PREVENTION COMMITTEE

Goal 1: Reduce crime within the City of Cocoa by 50% based on UCR reporting by the year 2020.

Objective 1: Deploy personnel and resources in a manner to more effectively prevent and respond to crime in Cocoa						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Create and monitor a monthly offender top 12 list.	On Going	X		-	Police Department
1.1(b)	Create and monitor a monthly repeat victim list.	On Going	X		-	Police Department
1.1(c)	Monitor the top crime locations based on calls for service and develop an action plan for each location.	On Going	X		-	Police Department
1.1(d)	Monitor the top crime types and develop an action plan for each type.	On Going	X		-	Police Department
1.1(e)	Monitor Florida Department of Law Enforcement habitual criminal and sex offender registration to ensure compliance is being met with state law and increase awareness within the community.	On Going	X		-	Police Department
1.1(f)	Coordinate with Code Enforcement to gain compliance of chronically nuisance properties.	On Going	X		-	Police Department /Community Services
1.1(g)	Utilize predictive policing software to ensure personnel are in the best position to prevent crime.	Short Term	X		-	Police Department /Information Technology
1.1(h)	Provide increased presence in crime "hot spots" to reduce criminal activity.	Short Term	X		-	Police Department
1.1(i)	Improve internal communication sharing between all shifts and department personnel through the use of technology.	Medium Term			-	Police Department /Information Technology
1.1(j)	Center for Public Safety Management workload and operational analysis	Medium Term	X		$60,000	Police Department/City Manager's Office/ CPSM
Objective 2: Enhance the community participation in crime reduction efforts						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Create a community relations council that provides a monthly forum for addressing crime in Cocoa by engaging law enforcement and other community stakeholders to assess and evaluate the cause of crime.	Medium Term			-	Police Chief
1.2(b)	Develop a network within neighborhoods to enhance communication between members of the police department and community.	On Going	X		-	Police Department
1.2(c)	Collaborate with local neighborhood based non-profits to assist in expanding Cocoa PAL and Boys and Girls Club priorities.	On Going	X		-	Police Department
1.2(d)	Establish a quarterly "faith based alliance" meeting with all Cocoa area faith based organizations to facilitate the coordination of efforts and information sharing.	On Going	X		-	Police Department

IMPLEMENTATION MATRIX



1.2(e)	Report information about relationship of offenders to the victims in all violent crime press releases.	On Going	X			Police Department

Goal 2: To address long term social issues (poverty, unemployment, educational attainment, criminal history) contributing to crime within the City of Cocoa through community policing.

Objective 1: Encourage the youth of the community to use police officer as a resource rather than an adversary						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	Expand the Cocoa Police Athletic League after school program to accommodate students from all areas of the city.	Medium Term			-	Police Department
2.1(b)	Expand the number served by the Cocoa Police Athletic League summer youth employment program by partnering with local businesses to offer a greater variety of vocations.	Medium Term			-	Police Department
2.1(c)	Expand the number of participants in the youth director's council program.	Medium Term			-	Police Department
2.1(d)	Expand recreation programs through the Police Athletic League for both male and female youth.	Medium Term			-	Police Department
2.1(e)	Partner with the Boys and Girls Club to expand their programs.	On Going			-	Police Department
Objective 2: Provide support to the local educational system in Cocoa (increase the educational attainment of Cocoa citizens)						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.2(a)	Develop and re-institute a mentoring program between city employees and targeted local schools.	Short Term	X		$22,000/ YR	Police Department/Administrative Services
2.2(b)	Meet quarterly (feeder chain meeting) with Cocoa area principals to relay important law enforcement information.	On Going			-	Police Department
2.2(c)	Work through the school resource program to reduce student truancy.	On Going			-	Police Department
Objective 3: Ensure Cocoa citizens returning to the community from incarceration are provided support information on community resource partners						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.3(a)	Develop and annually update a database of available local organizations and resources available to assist those re-entering the community form incarceration.	Short Term	X		-	Police Department/Brevard County Offender Task Force
2.3(b)	Work with the faith based organizations to provide the basic needs for offenders re-entering and re-transitioning back into the community.	On Going	X	X- Program was ended due to insuffecient performance	-	Police Department

IMPLEMENTATION MATRIX



PHYSICAL IMAGE

Goal 1: Create a sense of "Place", a Destination –Cocoa needs to be a unique place to visit, not just to pass through, by improving the city's Physical Image.

Objective 1: Improve the city's image through aesthetic improvement of its physical infrastructure including streets, public buildings, public areas and parks						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Expand Beautification efforts along the highest traffic count roadways in the city.	On Going	X			Public Works- Ground Maintenance
1.1(b)	Assess location and feasibility of providing reclaimed water service along the highest traffic count roadways in the city.	Short Term	X			Utilities
1.1(c)	Seek a cooperative agreement of plantings between the various agencies overseeing the selected roadways.	Short Term				Public Works- Grounds Maintenance
1.1(d)	Perform a facility analysis of each City owned structure and make improvements as necessary to the exterior, landscaping and lighting.	Short Term				Public Works- Facility Maintenance
1.1(e)	Improve the signage, fencing, lighting and landscaping at all lift stations within the City.	On Going	X			Utilities
1.1(f)	Improve the landscaping and lighting at the elevated tank.	Short Term	X	X		Utilities
1.1(g)	Remove the old booster station on State Road 520 and repurpose the land.	Long Term				Utilities
1.1(h)	The City will work to institute and adopt a median program.	Medium Term	X			Public Works
1.1(i)	Work with local organizations to expand right of way maintenance.	Medium Term				Public Works
Objective 2: Improve Cocoa's image through improved lighting and electrical utility improvements along roads						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Identify the extra old poles and crooked poles and have them addressed by Florida Power and Light.	Short Term	X			Public Works
1.2(b)	Create an assessment program for the funding of neighborhood improvements such as decorative streetlights.	Medium Term				Public Works
1.2(c)	Ensure that all electrical utility lines are underground where feasible.	On Going	X			Public Works, Community Services

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1.2(d)	Ensure streetlights are located at least every 300 feet or closer throughout the City.	On Going	X			Public Works, Community Services
Objective 3: Create safe walkable streets with access to different modes of transportation						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.3(a)	Install uniform bus stops with branding and shelters at all SCAT stops.	Medium Term	X		$15,000 per Shelter	Public Works
1.3(b)	Install curb and sidewalk on every street.	On Going	X			Public Works, Streets Maintenance/Stormwater
1.3(c)	Work with the County to improve the physical appearance of the Varr Avenue SCAT Bus waiting/transfer area.	Long Term	X			Public Works, Community Services
1.3(d)	Utilizing the City Arborist, ensure the appropriate street trees are being planted in the proper place in accordance with "right tree right place" arborist guidelines.	On Going	X			Public Works, Grounds Maintenance
Objective 4: Improve the city's physical image through improvement of the appearance of privately-owned properties within Cocoa through improved maintenance, code enhancements and incentives						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.4(a)	Require all dumpsters within the City to be moved from the streets and have enclosures.	Medium Term				Public Works, Community Services
1.4(b)	Require the site plan permitted landscapes to be maintained.	On Going	X			Community Services, Code Enforcement
1.4(c)	Require owners to maintain parking lots, fences and signs.	On Going	X			Community Services, Code Enforcement
Objective 5: Improve the City's image through removal of unsightly graffiti and waste accumulation						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.5(a)	Renegotiate the solid waste contract to ensure all green waste and bulk waste piles are collected within one week.	Short Term	X	X	X	Public Works
1.5(b)	Create a City procedure to address graffiti as soon as reported.	Short Term				Public Works, Police, Community Services
1.5(c)	Institute an "If you see it, REPORT it" program.	Short Term				All City Employees
1.5(d)	Place public art on traffic boxes to discourage graffiti.	Medium Term	X	X	$800.00 / Box	Public Works, Public Relations

Goal 2: Build on the success of the Cocoa Village image to expand and improve the physical image of the overall city.

Objective 1: Expand the City's branding efforts beyond existing city buildings and downtown areas						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	Ensure established city branding efforts are reviewed for application in all city infrastructure projects.	On Going	X			Public Works, Utilities, Public Information
2.1(b)	Construct uniform bus stops containing city branding.	Medium Term	X			Public Works, Public Information
Objective 2: Create additional recreational opportunities within the city outside of the downtown area						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.2(a)	Enhance the river frontage by developing the existing 10 city-owned ROW areas on Indian River Drive into small pocket parks.	Long Term				Public Works

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2.2(b)	Create/improve off-road trails near Walmart and Cocoa Conservation.	Long Term				Public Works
2.2(c)	Expand the trail network around Bracco Pond and explore the opportunity to establish a dog park.	Long Term				Public Works

EMOTIONAL IMAGE

Goal 1: Manage the perceptions of the City of Cocoa.

Objective 1: Ensure accurate dissemination of crime related data and information for Cocoa						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Establish quarterly coffee with the Mayor or Police Chief informational sessions.	Short Term	X			Police Department, Public Information
1.1(b)	Ensure quarterly the city is featured through positive earned media.	On Going	X			Public Information
1.1(c)	Verify and correct when appropriate all reported crime locations by the media.	On Going	X			Public Information
1.1(d)	Host bi-annually the Mayor's Crime Awareness and Prevention Summit.	On Going	X			Police Department, Public Information
1.1(e)	Work with the media to highlight chronic crime or disorder problems within the City of Cocoa to increase public awareness and responsiveness.	Medium Term	X			Police Department, Public Information
Objective 2: Increase the timeliness and accuracy of print and news media						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Attend annual media summit and other media events to maintain or establish personal relationships with media.	On Going	X			Public Information
1.2(b)	Maintain an updated media database with contact information.	On Going	X			Public Information
1.2(c)	Establish a standard press release format for the City which can include photos and videos.	Short Term	X			Public Information
1.2(d)	Establish a timeline for releasing press items for each special event.	On Going	X			Public Information
1.2(e)	Ensure that all press releases are posted on the City's website and linked to the city's social media pages.	On Going	X			Public Information
1.2(f)	Host an annual media roundtable event to discuss current events, issues and topics which will include a familiarization tour of the city.	Short Term				Public Information/Economic Development
1.2(g)	Meet annually with key editorial boards to	On Going	X			Public Information

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	promote and discuss current events and topics.					
Objective 3: Increase the positive perception of Cocoa Schools						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.3(a)	Establish a partnership program between each Cocoa school and Cocoa business.	Short Term				Public Information/BPS Foundation
1.3(b)	Assign a staff liaison for each school to attend meetings.	Short Term				Public Information
1.3(c)	Partner with the school district to promote Cocoa school academic and athletic achievements.	Short Term	X			Public Information
Objective 4: Re-brand Cocoa in a positive fashion						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.4(a)	Ensure a city banner is hung at all city sponsored events.	On Going	X			Public Information
1.4(b)	Ensure the city logo is on all advantageous City sites (Riverfront Park, Taylor Park, Pumping Stations, etc.)	On Going	X			Public Information
1.4(c)	Ensure all letterheads include the logo.	On Going	X			Public Information
1.4(d)	Ensure all e-mail signatures include the logo.	Short Term	X	X		Public Information
1.4(e)	Ensure all vehicles, equipment, marketing and promotional items use the city colors and include a city logo.	Short Term	X	X		Public Information/Public Works
Objective 5: Create and enhance communication tools with the community and visitors.						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.5(a)	Create an annual city report to be distributed at the annual economic development breakfast.	On Going	X	2016,2017		Public Information
1.5(b)	Create a quarterly citizen spotlight that can be featured at City Council meetings, in FYI newsletter and on website and social media.	Short Term	X			Public Information
1.5(c)	Increase social media reach by enhancing posts with more pictures and videos.	On Going	X			Public Information
1.5(d)	Host an annual informational training workshop for internal staff contributing to social media and website to make sure staff maintains department landing pages and social media pages.	On Going	X			Public Information
1.5(e)	Create an Instagram account to capture a broader demographic base.	Short Term				Public Information
1.5(f)	Add a social media feed to our homepage of our website during the 2016 re-design.	Short Term	X	X		Public Information
1.5(g)	Re-design website in a more user friendly format. (2016)	Short Term	X	X		Public Information

Goal 2: Ensure city resources are coordinated to best promote the city.

Objective 1: Develop a marketing strategy for the city						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	Identify the relevant marketing outlets for attractions within Cocoa to include those	Medium Term				Public Information

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	outside Cocoa Village such as the Planetarium, Solar Energy Center, Brevard Natural History Museum and Cocoa Conservation.					
2.1(b)	Feature the recreational aspects of the city. (Waterfront)	On Going	X			Public Information
2.1(c)	Feature tourism aspects (deals, attractions, and events) for cruise passengers.	On Going	X			Public Information
Objective 2: Collaborate and Coordinate with the City's Office of Economic Development and its promotion and marketing efforts						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.2(a)	Market to niche businesses that fit into the Village.	On Going	X			Public Information/Economic Development
2.2(b)	Identify alternative means to market to site selectors and implement the strategies.	On Going				Public Information/Economic Development
2.2(c)	Identify cooperative marketing opportunities with the Economic Development Commission of the Space Coast, Cocoa Beach Regional Chamber of Commerce and the Brevard County Tourism Development Council.	On Going	X			Public Information/Economic Development
Objective 3: Expand the marketing of special events, facilities and recreation						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.3(a)	Promote Cocoa as the premier destination for recreational and athletic events.	On Going	X			Public Information/Leisure Services
2.3(b)	Ensure there is City staff representation at all special events	On Going	X			Public Information/Leisure Services
2.3(c)	Promote the ease of special event processing (similar to SNAP permitting)	On Going				Public Information/Leisure Services
2.3(d)	Market facilities for daytime business rentals.	On Going	X			Public Information/Leisure Services
2.3(e)	Promote facility usage for recreational events.	On Going	X			Public Information/Leisure Services
Objective 4: Promote Historic Cocoa Village as a historic downtown destination						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.4(a)	Work to clearly establish all entry points into Historic Cocoa Village.	Long Term				City Manager's Office/Public Works
2.4(b)	Work with local associations on the creation of a historic walking tour/mobile app to highlight the historic features in the Village.	Long Term	X			Public Information/Public Works
2.4(c)	Work with the local merchants to capitalize on the pedestrian activity related to the Historic Cocoa Village Playhouse.	On Going	X			Public Information/Economic Development
2.4(d)	Work with local merchant associations to promote Historic Cocoa Village as an excursion option for cruise passengers by promotion through the on-board daily itinerary and on-board shopping channel.	On Going				Public Information
2.4(e)	Work with the Brevard County Office of Tourism to leverage resources through	On Going	X			Public Information

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	increased buying power for billboards and electronic presence.					

COMMUNITY DEVELOPMENT
(DEVELOPMENT OF THE CITY'S CORE)

Goal 1: Implement a Neighborhood Improvement Plan on a neighborhood by neighborhood basis throughout the City of Cocoa, especially those neighborhoods not being served by a community redevelopment area.

Objective 1: Undertake neighborhood assessment to determine strengths and challenges (The following action items will be components of each Neighborhood Improvement plan)						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Target area description (i.e., Fiske Blvd corridor, College Green, Cocoa North, etc.)	On Going	X			Community Services/City Manager's Office/Public Works/ Utilities/Police Department
1.1(b)	Foster increased community participation to enable residents to assist with identifying issues and working collaboratively with stakeholders and community partners.	On Going	X			Community Services/City Manager's Office/Public Works/Police Department
1.1(c)	Social and demographic characteristics.	On Going	X	X		Community Services/City Manager's Office/ Police Department
1.1(d)	Existing land use and housing characteristics.	On Going	X	X		Community Services
1.1(e)	Identify recent code enforcement and police activity.	On Going	X	X		Community Services/Police Department
1.1(f)	Inventory of community facilities, park and recreation facilities and deficiencies.	On Going	X	X		Community Services/City Manager's Office/Public Works
1.1(g)	Infrastructure assessment. i. Street conditions ii. Street lighting iii. Condition and gaps in sidewalks, pedestrian connectivity	On Going	X	X		Community Services/City Manager's Office/Public Works/Utilities
Objective 2: Identify strategies and resources needed to address issues and deficiencies identified in Objective 1.1						

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Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Concentrate resources in the identified neighborhoods, better match available services with community needs.	On Going	X			Community Services/Police Department
1.2(b)	Identify infrastructure needs and incorporate them based on the analysis completed.	On Going	X			Public Works/Utilities
1.2(c)	Identify housing restoration initiatives. i. Homeownership assistance ii. Housing rehabilitation assistance iii. Code enforcement sweep iv. Demolition of unsafe vacant structures	On Going	X			Community Services
1.2(d)	Evaluate the Nuisance Abatement Policy and look at ways to empower and make more effective.	Medium Term				Community Services/Police Department
1.2(e)	Identify additional opportunities for community and recreational facilities.	On Going	X			Community Services/Public Works
1.2(f)	Identify and Leverage resources from a variety of sources to invest in the identified neighborhood.	On Going	X			Community Services
1.2(g)	Identify properties that qualify for the code compliance amnesty program.	On Going	X	Broadmoore Acres		Community Services

Goal 2: Research the following programs and incentive opportunities and assess viability in targeted neighborhoods.

Objective 1: Improve residential development and rehabilitation						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	Evaluate and develop incentives for new and existing residential development in targeted neighborhoods.	Medium Term	X	Regina Myra		Community Services
2.1(b)	Research and develop a program to increase the number of quality senior and veteran housing.	Long Term	X			Community Services
2.1(c)	Expansion of façade grant program to include residential structures in targeted neighborhoods.	Short Term				Community Services
2.1(d)	To assess non-profit capacity within the community to collaborate and partner by establishing a relationship with the University of Central Florida Center for Non-Profit Management.	Short Term				Community Services
2.1(e)	Assist with the coordination of support partners for the community school concept at Endeavor Elementary School.	Short Term	X			City Manager's Office
2.1(f)	Evaluate each high density residential complex and develop a plan to improve the quality of life for residents living in and around the complex.	Medium Term				Community Services/Police Department

Goal 3: Promote equitable development to achieve and advance social, economic, health and environmental justice.

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Objective 1: To address community housing needs through a diversity of housing options						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.1(a)	Continue the housing demolition program to ensure unsafe structures are removed from the housing inventory.	On Going	X			Community Services
3.1(b)	Continue to gain voluntary code compliance through code enforcement action.	On Going	X			Police Department
3.1(c)	Pursue grant funding to mitigate housing health concerns associated with lead based paint, asbestos, etc.	Medium Term				Community Services
Objective 2: To address industrial and commercial properties contaminated with hazardous waste or pollution						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.2(a)	Maintain a brownfields program through application of grant funding and technical assistance.	On Going	X			Community Services

ECONOMIC DEVELOPMENT

Goal 1: Attraction & Recruitment of $100 million of taxable value by FY 2020.

Objective 1: Attraction of new business and industry through targeted marketing efforts, data collection and maintenance						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	The City should develop a marketing strategy that outlines efforts for attracting private capital investment and jobs in the City, to include targeted advertising campaigns and development of promotional materials.	Short Term				Economic Development Division
1.1(b)	The City should make presentations to key organizations and associations on economic development efforts in the City, to include programs, initiatives, and project updates and announcements.	On Going				Economic Development Division
1.1(c)	The City should enhance the current economic development webpage to provide easier and quicker navigation for businesses and site selectors as well as allows for more flexibility for dissemination of information.	Short Term	X	X		Economic Development Division
1.1(d)	The City should identify areas of the City as certain business, commercial, industrial, or other districts.	Long Term	X	X		City Manager's Office/Community Services/Public Works
Objective 2: Recruit new business and industry to increase private capital investment and job creation						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	The City should commission an economic base analysis to determine the overall current economic climate of the City, identify challenges, and develop a	Short Term	X	X		Economic Development Division

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	strategy for implementation.					
1.2(b)	The City should identify key commercial, industrial, and residential sites crucial for investment, to include sites near upcoming development projects.	Short Term	X			Economic Development Division
1.2(c)	The City should identify priority vacant developable property and develop a plan for the provision of utilities to facilitate future development.	Short Term				Economic Development Division
1.2(d)	The City should revise language in the ordinance to allow for land-clearing for development purposes.	Short Term				Economic Development Division
1.2(e)	The City should waive fees related to land-clearing of vacant properties within City limits to encourage property owners to clear land, therefore providing for shorter time frames for development.	Short Term				Community Services
1.2(f)	The City should develop a customer relation management database that would capture relevant data on employers for the purposes of maintaining, tracking and querying information as well as understand the City's current industries and supply chain.	Short Term	X	X		Economic Development Division
1.2(g)	The City should develop relevant economic incentives and assess the program and the City's competitiveness bi-annually to determine if they meet the current economic development needs of the community.	On Going	X			Economic Development Division
Objective 3: Re-establish boundaries for the City through annexations that will result in additional taxable value						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.3(a)	The City should systematically evaluate areas for annexation and place it within a priority list.	On Going	X			Economic Development Division
1.3(b)	The City should seek joint collaboration with Brevard County and proactively pursue annexations of enclaves and other areas of the City to remove irregular boundaries.	On Going				Economic Development Division
1.3(c)	The City should develop a marketing strategy that promotes the benefits of and incentives available for annexation.	On Going	X			Economic Development Division
1.3(d)	The City should work to develop an annexation incentive program.	On Going				Economic Development Division

Goal 2: Retain and expand business and industry.

Objective 1: Foster a skilled workforce						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	The City should survey key industries in Cocoa to identify workforce needs and utilize the results to coordinate with local resource partners to develop a program and network for apprenticeship and	Medium Term	X			Economic Development Division

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	internship programs.					
2.1(b)	The City should promote existing certification programs at local high schools and technical school programs as a source to securing viable, well-paying jobs.	On Going	X			Economic Development Division
2.1(c)	The City should participate on activities and advisory committees of CareerSource Brevard, local schools and colleges.	On Going	X			Economic Development Division
2.1(d)	The City should link local employers with local education centers, such as Clearlake Education Center, for skills training programs for existing employees.	On Going	X			Economic Development Division
2.1(e)	The City should identify public schools certification training programs relative to the employer needs in the community.	On Going	X			Economic Development Division
Objective 2: Retain existing industry and jobs						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.2(a)	The City should identify incentives that meet the needs of existing businesses seeking to expand.	On Going	X			Economic Development Division
2.2(b)	The City should foster a stronger partnership with CareerSource Brevard to help identify businesses in Cocoa that require employee training to retain jobs.	On Going	X			Economic Development Division

Goal 3: Increase the economic prosperity of Historic Cocoa Village.

Objective 1: Ensure that there is adequate parking available to meet the needs of the downtown business patrons						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.1(a)	The City should identify a location for a parking structure that would not limit the growth potential of Historic Cocoa Village.	Medium Term	X			Economic Development Division
3.1(b)	The City should design and implement a parking enforcement program.	Medium Term				Economic Development Division
3.1(c)	The City should obtain ownership of Lee Wenner Park from Brevard County for additional parking and enhancement of Riverfront Park.	Medium Term	X			Economic Development Division
3.1(d)	The City should identify ways to foster a more pedestrian-orientated downtown, to include providing accessibility to Cocoa Village from the north side of State Road 520.	Long Term	X			Economic Development Division
Objective 2: Increase the number of permanent residents living within Historic Cocoa Village						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.2(a)	The City and the Community Redevelopment Agency should seek to incentivize redevelopment of the consent decree area west of Florida Avenue.	Long Term				City Manager's Office/Cocoa Community Redevelopment Agency
3.2(b)	The City should seek to leverage remaining vacant Cocoa CRA owned land for development of residential or mixed-use.	Long Term	X			City Manager's Office/Cocoa Community Redevelopment Agency

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FISCAL SUSTAINABILITY

Goal 1: Maintain long term fiscal sustainability.

Objective 1: Maintain and control the expenditure levels, and reduce when appropriate, while not substantially affecting the levels of service						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Work with a financial consultant to annually update a financial analysis model.	On Going	X			Finance Department
1.1(b)	Periodically review existing charges for services and costs to provide the services.	On Going	X			Finance Department
1.1(c)	Review unfunded liabilities and develop long term solutions to address them.	On Going	X			Finance Department
1.1(d)	Systematically review all departments operations and related expenditures.	On Going	X			Finance Department
1.1(e)	Evaluate multi-year budgeting.	Short Term	X			Finance Department/City Manager's Office
Objective 2: Diversify and enhance the revenue base available to fund city operations						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Evaluate and consider alternate and new revenue sources.	On Going	X			Finance Department
1.2(b)	Invest in catalytic and strategic projects	On Going	X			City Manager's Office

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	that result in an enhanced property base.					
1.2(c)	Monitor legislative changes that provide for enhancement or additional revenue sources.	On Going	X			Finance Department

Goal 2: Promote greater transparency in budgeting and financial matters.

Objective 1: Encourage stakeholders to participate in budget workshops and meetings						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	Expand the use of social media to promote budget meetings and workshops.	On Going	X			City Manager's Office
2.1(b)	Identify opportunities to present the budgetary matters in an unconventional method.	On Going				Finance Department/City Manager's Office
Objective 2: Educate community stakeholders						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.2(a)	Develop interactive budget and financial models for stakeholders.	Medium Term	X			Finance Department
2.2(b)	Promote the awareness and the utility of the Popular Annual Financial Report (PAFR).	On Going	X			Finance Department
2.1(c)	Hold staff instructed budget 101 classes with stakeholders.	Long Term				Finance Department

Goal 3: Continuously increase organizational efficiency and effectiveness

Objective 1: Systematically evaluate service delivery methods						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.1(a)	Determine if the service is best achieved by staff members or by external organizations.	On Going	X			Finance Department/Applicable Department
3.1(b)	Develop performance improvement and innovation teams.	Long Term				City Manager's Office
3.1(c)	Evaluate internal processes to achieve maximum efficiency and effectiveness.	On Going	X			Finance Department
Objective 2: Implement a performance measurement system across the City organization						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.2(a)	Create performance indicators for each City department.	Long Term	X			City Manager's Office/Each Department
3.2(b)	Evaluate annually city-wide performance indicators for reporting accuracy.	Long Term	X			City Manager's Office/Each Department

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PUBLIC SAFETY

Goal 1: To ensure that public safety resources are strategically allocated to provide the most effective and efficient delivery of public safety services.

Objective 1: To incorporate data based decision making when determining effective and efficient delivery of services						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Monitor the top incident locations based on calls for service and develop an action plan for each location.	On Going	X			Police Department/Fire Department
1.1(b)	Monitor the top incident types and develop an action plan for each type.	On Going	X			Police Department/Fire Department

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1.1(c)	Work with adjacent jurisdictions to increase service levels to the City residents.	On Going	X			Police Department/Fire Department/BCFR/BCSO/Rockledge Police and Fire
Objective 2: To ensure training and equipment are sufficient to meet service demands						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Continuously update training manuals consistent with statutory requirements and mandates.	On Going	X			Police Department/Fire Department
1.2(b)	Ensure the proper specialized training is completed to meet service demands.	On Going	X			Police Department/Fire Department
Objective 3: To incorporate advances in technology related to effective and efficient delivery of public safety services						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.3(a)	Continually research new and emerging technologies as they relate to effective and efficient delivery of public safety services.	On Going	X			Police Department/Fire Department
1.3(b)	Enhance the community's ability to communicate with public safety providers through non-traditional means.	On Going	X			Police Department/Fire Department
Objective 4: To engage the citizens in the public safety service delivery process						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.4(a)	Attend and present up to date statistical information at public meetings.	On Going	X			Police Department/Fire Department
1.4(b)	Incorporate public safety service delivery questions into a city wide citizen survey.	On Going	X			Police Department/Fire Department
1.4(c)	Promote the ride along program for City of Cocoa citizens.	On Going				Police Department/Fire Department

EMPLOYEES

Goal 1: To recruit a highly qualified workforce that is reflective of the community they represent.

Objective 1: Develop staffing plans to ensure the departments are hiring the highest caliber of job applicants through a streamlined, efficient and transparent recruitment process, while adhering fully to all legal hiring procedures						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Maintain a job board for postings in key areas (internal work areas and public viewing areas).	On Going	X			Administrative Services
1.1(b)	Provide a summary sheet of current	On Going	X			Administrative Services

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	postings (position, closing date, salary grade, qualifications).					
1.1(c)	Utilize social media avenues to increase applicant flow.	On Going	X			Administrative Services/City Manager's Office
1.1(d)	Promote employment with the City of Cocoa through a P.R.I.D.E. campaign.	On Going	X			Administrative Services
1.1(e)	Increase recruitment efforts by participation in job fairs, networking activities and local schools.	On Going	X			Administrative Services
Objective 2: Ensure the demographics of the City of Cocoa employees are reflective of the community in which they serve by targeted recruitment activities						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Use updated affirmative action data to create a plan to attract qualified minority candidates for both supervisory and non-supervisory positions.	Short Term				Administrative Services
1.2(b)	Increase recruitment efforts of veteran applicants through targeted recruitment activities.	On Going	X			Administrative Services
1.2(c)	Implement an employee referral program.	Medium Term				Administrative Services
Objective 3: To improve the internal applicant process						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.3(a)	Revise the internal applicant process through Neogov.	Short Term	X	X		Administrative Services
1.3(b)	Provide career workshops for employees to assist in the internal job applicant process and develop employee responsibility of self-advocacy.	Medium Term				Administrative Services

Goal 2: To improve the retention and development of current employees.

Objective 1: Ensure all employees have the proper training to complete their duties as assigned						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	Ensure employees receive new hire orientation training.	On Going	X			Administrative Services
2.1(b)	Implement a standard new supervisory training program.	Medium Term				Administrative Services
2.1(c)	Implement a standard new employee training program.	Short Term	X	X		Administrative Services
2.1(d)	Provide easy, reliable access to information regarding benefits, opportunities and news related to the City of Cocoa.	On Going	X			Administrative Services
2.1(e)	Develop internal trainers based on expertise (train the trainers).	Medium Term				Administrative Services
Objective 2: Develop a succession planning program to prepare the City for the retirement of long-tenured employees, especially in organizationally critical positions						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.2(a)	Develop a performance management system to ensure employees are properly evaluated.	Long Term				Administrative Services
2.2(b)	Develop a job shadowing program to give internal employees a chance to see what	Medium Term				Administrative Services

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	the new position will entail.					
2.1(c)	Continuously monitor turnover rates by department and make adjustments to ensure talent is being retained.	On Going	X			Administrative Services

Goal 3: To reduce the employee's exposure to the impact of unfortunate events while maintaining a high level of service.

Objective 1: Ensure all employees work in a secure and safe environment						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.1(a)	Recognize those employees practicing safe working habits.	On Going				Administrative Services
3.1(b)	Implement a driving safety program	Medium Term				Administrative Services
3.1(c)	Establish a wellness committee to develop and monitor wellness programs.	Short Term	X			Administrative Services

CIVIC ENGAGEMENT

Volunteer Boards

Objective 1: Increase recruitment and/or qualification efforts						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.1(a)	Seek support from faith-based community	Short	X			Administrative Services /Police

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	to promote and/or nominate members to sit on different boards.	Term				Department
1.1(b)	Allow willing volunteers to sit on more than one board concurrently.	On Going				Administrative Services
1.1(c)	Re-evaluate meeting frequency and/or schedule of all boards; to ensure attendance obligations are manageable.	On Going	X			Administrative Services
1.1(d)	Create commercial/infomercial of upcoming available volunteer board positions and how to apply. Distribute to community businesses to be shown in lobbies, waiting rooms, shopping centers, ect.	Long Term				Administrative Services/City Manager's Office
	Objective 2: Develop a training program for prospective and sitting board members, for example "City of Cocoa Volunteer Academy."					
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.2(a)	Overview of City Government.	Medium Term				Administrative Services
1.2(b)	Future of the City of Cocoa.	Medium Term				Administrative Services
1.2(c)	How to make and impact.	Medium Term				Administrative Services
1.2(d)	Layman friendly descriptions of all volunteer boards and scope of volunteer's responsibility.	Medium Term				Administrative Services
1.2(e)	Provide a "graduation" recognition for all participants at a City Council meeting.	Medium Term				Administrative Services
	Objective 3: Increase recognition of volunteer board members					
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
1.3(a)	Create a float for the Holiday Parade for "City Volunteer Heroes".	Long Term				Administrative Services/City Manager's Office
1.3(b)	Do a better job of promotion of the Holiday Parade to the local media and integrate some sort of volunteer recruitment portion to the programming.	Long Term				Administrative Services/City Manager's Office
1.3(c)	City council meeting recognition of a "Volunteer Board member of the month".	Short Term				Administrative Services
1.3(d)	Promote individual volunteer in the quarterly FYI along with information on how to be involved.	On Going	X			City Manager's Office

Business Engagement

	Objective 1: Engage local businesses					
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
2.1(a)	Develop a survey to be used for the purposes of obtaining information regarding business programs and trainings.	Short Term	X	X		City Manager's Office
2.1(b)	Develop an active business list incorporating various information for communication and basic information.	Short Term	X	X		Community Services
2.1(c)	Increase communication between the Cocoa Village associations and Diamond	Long Term				City Manager's Office

IMPLEMENTATION MATRIX



	Square to provide support for a business corridor in Diamond Square.					
2.1(d)	Expand programs for manufacturing recruitment, support and retention.	Short Term	X			City Manager's Office
2.1(e)	Celebrate small, medium and large businesses at least semi-annually in council meetings and annual events.	On Going	X			City Manager's Office

Electronic Communication

Objective 1: Utilize online survey tools to solicit information from citizens						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
Objective 2: Use social media to engage followers						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.2(a)	Reach out for true Facebook Analysis and review.	On Going	X			City Manager's Office
3.2(b)	Recommend spending money to advertise on Facebook specific posts for things related to Cocoa Village.	On Going	X			City Manager's Office
3.2(c)	Recommend City Council/Mayor create a running Blog on a website with each post shared through social media.	Long Term				City Manager's Office
Objective 3: Improve the website to better engage users						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
3.3(a)	Improve Google website mapping so that true City of Cocoa shows up.	Short Term	X	X		City Manager's Office
3.3(b)	Create a page on website directly linking how to get involved.	Short Term	X	X		City Manager's Office
3.3(c)	Create fire and police websites with direct links on the City website.	Long Term				City Manager's Office

Public Meetings

Objective 1: Annual survey to be sent out to include alternate meeting locations						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
Objective 2: Increase the publicity of meetings						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
4.2(a)	Post information at schools, medical facilities and shops.	On Going				City Manager's Office
Objective 3: Alternative meeting mediums/promotion						
Goal Key	Action Item	Status	Implemented	Complete	Cost	Responsible Position
4.3(a)	Satellite meeting locations.	On Going	X			Administrative Services/City Manager's Office
4.3(b)	Water bill and faith based community solicitation.	On Going	X			City Manager's Office
4.3(c)	Utilize SCGTV promotional videos.	Medium Term				City Manager's Office